Caldwell County
North Carolina
Board of Commissioners Meeting

July 27, 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 ***Zeke Frye, Associate Youth & Discipleship Pastor, First Baptist Church Lenoir***

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

Agenda Amendments from the Board, Manager & Public

Agenda Items

1.	Items for Decision *Josh Angle*	2025 Tax Collectors Settlement and 2026 Charge To Tax Collector
2.	Public Hearing *Jesse Trivette*	Public Hearing — Economic Development Project Pillar
3.	Presentation *Shane Fox*	Caldwell County Board of Social Services and Board of Health and Advisory Board Discussion
4.	Public Hearing	Public Hearing - Caldwell County Board of Social Services and Caldwell County Board of Health

Consent

5.	Budget Revisions	Budget Revision - Health Department rollover unspent CCPN funds
6.	Budget Revisions	Budget Revision - Project Scrimmage Grant
7.	Consent Agenda	Deloitte Economic Development Consulting Services
8.	Budget Revisions	Budget Revision STRAP grant 2026
9.	Consent Agenda	Utility Account Grant Application & Resolution — Airport Match Funds

10.	Consent Agenda	ARC Grant Application — Lower Cedar Valley Project
11.	Consent Agenda	Governors Crime Commission Grant 2000087726– Caldwell County Drug Court Program
12.	Resolution	Emergency Services - Conveyance of Surplus Property
13.	Items for Decision	NC Cardinal Memorandum of Agreement FY 2026 - 2027
14.	Items for Decision	Appointment to the Board of Health
15.	Items for Decision	Appointment of ETJ Members to the Town of Granite Falls Planning Board and Board of Adjustments
16.	Consent Agenda	Appointment to DSS Board
17.	Items for Decision	Approval of Regular and Closed Session Minutes from June 22, 2026, Board of Commissioners Meeting

Closed Session

18.	Items for Decision	Closed Session Pursuant to N.C.G.S.§ 143-318.11(a)(4) and N.C.G.S.§ 143-318.11(a)(6)

Adjourn

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 27, 2026	Tax	Josh Angle

AGENDA ITEM # 1

2025 Tax Collectors Settlement and 2026 Charge To Tax Collector

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. 2025 Tax Collectors Settlement and 2026 Charge to the Tax Collector

MEMORANDUM

THRU: Shane Fox, County Manager

TO: Caldwell County Board of Commissioners

FROM: Josh Angle, Tax Administrator

SUBJECT: 2025 Tax Collectors Settlement and 2026 Charge to the Tax Collector

DATE: July 2, 2026

Requires Board Action

In accordance with NCGS 105-373 (a) settlement of 2025 taxes is hereby submitted for the Board's information, approval, and recharge to the tax collector for the collection of 2025 taxes indicated.

2025 Outstanding Taxes

2025 Real & Personal Taxes County Taxes Only Vehicle Taxes Listed Separately	$ 1,344,589.70
Total 2025 Outstanding	$ 1,344,589.70 = 2.48%

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

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

In accordance with NCGS 105-321 & 352 requests the attached tax receipt charge is authenticated by the Chairman of the Board of Commissioners for 2026 taxes.

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

Josh Angle, Tax Administrator

NORTH CAROLINA, CALDWELL COUNTY

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

Witness my hand and official seal, this the 2 day of July 2026.



Candace W McLean
Notary Public

My Commission Expires: September 22, 2030

STATE OF NORTH CAROLINA

COUNTY OF CALDWELL

To the Tax Collector of the County of Caldwell:

You are hereby authorized, empowered, and commanded to collect the taxes for 2026 set forth in the tax records filed in the office of the Caldwell County Tax Collector and in the tax, receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Caldwell, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this _____ day of July 2026

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

Attest:

_____
Tasha Brown, Clerk to the Board

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 27, 2026	Economic Development	Jesse Trivette

AGENDA ITEM # 2

Public Hearing — Economic Development Project Pillar

BACKGROUND

Project Pillar involves the expansion of an existing manufacturing operation in Lenoir, North Carolina. The company manufactures advanced protective materials and engineered components for electronic, cable, and semiconductor packaging, as well as other industrial applications.

The project is expected to create 37 new permanent full-time jobs in Caldwell County, retain approximately 200 existing North Carolina employees, and result in a total capital investment of approximately $473,808, including $373,808 in real property improvements and $100,000 in personal property investment. The average annual wage for the new jobs is estimated at $55,727.

The proposed improvements include the replacement of approximately 920 square feet of reinforced concrete pads; the removal and replacement of rooftop HVAC equipment, including make-up air and rooftop package units, together with related controls and system integration; and the installation of new 480/277-volt electrical distribution panels, feeders, and breakers. The improvements will be completed in accordance with applicable codes and OSHA requirements. The proposed incentives include participation in the Rural Division Building Reuse Program, with an estimated value of $186,000, subject to applicable program requirements, final approvals, and the company's satisfaction of required performance obligations. The County would be responsible for the required 5% local match, or $9,300, to be paid from the Sales Tax Reinvestment Fund.

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

RECOMMENDED MOTION

I move to approve the Building Reuse Program required 5% local match for Project Pillar, in the amount of $9,300, to be paid from Sales Tax Reinvestment Funds.

BUDGET IMPACT

$9,300 from the Sales Tax Reinvestment Fund

APPROVED FOR BUDGET YEAR

Yes

ATTACHMENTS

1. Project Pillar Proposal

PROPOSAL

Project Pillar

June 17, 2026

GOVERNOR
Josh Stein

SECRETARY
Lee Lilley

NORTH CAROLINA
DEPARTMENT of
COMMERCE

Thank you for the opportunity to respond to your request for a proposal regarding Project Pillar I as you consider expansion of existing company facility. Our team stands ready to provide personalized assistance to you and your client's team as you assess a site location in North Carolina.

No Legal Obligation
This proposal represents our intent to identify programs that are available in North Carolina that may benefit Chase Corporation in its efforts to locate or expand here and create no binding legal or contractual obligation on the part of either party.

Financial Information Required
No company will be permitted to apply for any grants until the Department of Commerce is provided with acceptable financial statements from the grantee or a guarantor.

Documentation and Approvals Required
State incentives are contingent upon submission of all required documentation, staff review, fulfillment of eligibility requirements and terms and conditions of programs, availability of capacity or funds to make any award, and approval by responsible program administrators, committees or authorities.

The relevant statutory provisions and rules must be consulted for a full understanding of the terms and conditions of each program. Although various economic development entities may reference State incentive programs, only administrators directly responsible for such programs at the relevant State agencies or relevant committees or authorities can provide definitive terms or make binding awards.

Public Records Disclosure
Please note that materials submitted by companies are subject to public disclosure under North Carolina's public records law, unless they qualify for confidential treatment under North Carolina law. Any public announcement regarding this project will include the number of new jobs created, the total annual average wage, the amount of capital investment and the amount of the state incentive awarded. Financial statements submitted to the Department by a private company or individual seeking assistance from the Department are not public records as defined in N.C. Gen. Stat. § 143B-431(f).

Environmental Justice Considerations
Gov. Stein's Executive Order No. 292 directs a whole of government approach that listens to communities that are suffering from pollution and the effects of climate change, and takes action to help them become safer, healthier and more sustainable environments. To support this effort, the Department of Commerce encourages all businesses considering a location or expansion in the state to review the Environmental Justice Toolkit for Businesses which provides recommended practices for engaging with local communities throughout the site selection and environmental permitting processes and for continued environmental stewardship once a project is completed. Frequent, transparent engagement with the local community is an effective way to build trust and facilitate positive, informed interactions during economic development projects.

Proposal Valid for 60 Days
Given the fact that the funding associated with these programs is limited and cannot be reserved until a public award is made, this proposal is valid for the next 60 days.

PROJECT ASSUMPTIONS	
Project Activity	A producer of laminated film foils, cover tapes for semiconductor packaging, and other engineered components for electronic and cable products
Permanent full-time jobs	37 jobs
	Yr. 1: 37.
Average annual wage	$55,727
Capital investment	$473,808
Real Property	$373,808
Personal Property	$100,000
County under consideration	Caldwell County
Jobs to be retained	200; **with retention of all existing NC employees**

County Tier Designations and County Average Wages

The Department of Commerce annually ranks the state's 100 counties based on economic well-being and assigns a tier designation to each. The 40 most distressed counties are designated at Tier 1, the next 40 are Tier 2 and the 20 least distressed counties are Tier 3. This tier system is incorporated into various state programs to encourage economic activity in the less prosperous areas of the state. Please see the tier designation map to determine the 2025 tier designation of each county in the state. In addition, the county average wage is also often a determining factor related to applicability of various incentive programs. Local incentives estimated to be determined.

Below please find an overview of the programs that we are proposing for this project.

The value of any particular incentive may vary as additional information concerning the project becomes available. This summary represents our intent to identify programs that are available in North Carolina that may benefit Chase Corporation in its efforts to locate or expand here and creates no binding legal or contractual obligation on the part of either party.

Incentive Summary

STATE PROGRAMS	ESTIMATED VALUE
Discretionary Incentives	
Rural Division Building Reuse	$186,000
TOTAL	**$186,000**

Rural Building Reuse Grant

The Rural Building Reuse grant program provides grants, on a competitive basis, to local governments to assist with building improvements that will lead to the creation of new, full-time jobs.

Eligible projects in the Vacant Building Category include the renovation of buildings that have been vacant for at least three months prior to the application deadline, or the initial upfit of shell buildings that have never been occupied and are at least five years old. For vacant buildings, only renovations within the existing footprint are eligible.

Eligible projects in the Existing Business Category include the renovation of buildings occupied by a resident company for at least 12 months in a priority industry, primarily manufacturing or distribution. A “resident company” is defined in N.C.G.S §143B-472.127(a)(4) as a company that has paid unemployment taxes or income taxes, and whose principal place of business is in this state. Renovations within the existing footprint and connected additions are eligible.

Eligible applicants are units of local government located in Tier 1 and Tier 2 counties as defined in N.C.G.S. §143B-437.08, and rural census tracts in Tier 3 counties. A rural census tract is defined in N.C.G.S. §143B-472.127(a)(2) as an area having a population density of less than 500 people per square mile in accordance with the most recent decennial federal census.

In Tier 1 and Tier 2 counties, the program may offer grants of up to $12,500 per new, full-time job committed with a maximum grant award of up to $500,000. In Tier 3 counties, the program may offer grants of up to $5,000 per new, full-time job committed with a maximum grant award of up to $250,000. In all cases the grant award will never exceed one-half of the renovation/construction cost. The program requires a dollar-for-dollar cash match equivalent to the grant request amount. In addition, the local government is required to provide 5% a cash match that shall come from local resources and may not be derived from other State or federal grant funds.

Funding decisions are made by the Rural Infrastructure Authority (RIA) based upon the quantity and quality of jobs, as well as, the overall economic impact of the project. Expenses eligible for reimbursement may not be incurred prior to issuance of formal notice of the grant award by the RIA.

The program includes claw-back provisions requiring repayment of the grant if the jobs committed are not created and/or maintained for six consecutive months during the two-year grant period.

Funds for the program are appropriated by the N.C. General Assembly during a fiscal year (July 1 through June 30) and awards are subject to the availability of funds.

The upcoming application deadlines and Rural Infrastructure Authority meeting dates are as follows:

FY 2025-2026

Application Deadline	Award Date
June 19, 2025	August 21, 2025
August 21, 2025	October 16, 2025
October 23, 2025	December 4, 2025
January 8, 2026	February 19, 2026
February 26, 2026	April 16, 2026
April 23, 2026	June 18, 2026

FY 2026-2027

Application Deadline	Award Date
June 18, 2026	August 20, 2026
August 20, 2026	October 15, 2026
October 22, 2026	December 10, 2026
January 7, 2027	February 18, 2027
February 22, 2027	April 15, 2027
April 29, 2027	June 17, 2027

It is important to note that the projects cannot be awarded by the RIA until other State incentives (One NC and JDIG) are publicly announced by Commerce.

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 27, 2026	Administration	Shane Fox

AGENDA ITEM # 3

Caldwell County Board of Social Services and Board of Health and Advisory Board Discussion

BACKGROUND

Presentation and Discussion regarding N.C.G.S. § 153A-76 and N.C.G.S. § 153A-77 Authority of Boards of Commissioners over commissions, boards, agencies, etc. with regard to consideration of assuming control over the Caldwell County Board of Social Services and Caldwell County Board of Health and to consider the creation of advisory boards for public health and social services.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Staff Report DHHS 7.27.26
2. N.C.G.S.§ 153A-76
3. N.C.G.S.§ 153A-77
4. 7.23.26.DSS.Health.Boards.Draft Resolution

Staff Report - July 27, 2026, Board of Commissioner's Meeting

From: Shane Fox, Caldwell County Manager
To: Caldwell County Board of Commissioners
Cc: Caldwell County Health Director
Caldwell County Social Services Director
Date: July 17, 2026

On June 27, 2026, Caldwell County published a public notice in the *Lenoir News-Topic* stating that the Caldwell County Board of Commissioners would hold a public hearing on July 27, 2026, regarding the Board's potential assumption of all powers and duties previously exercised by the Caldwell County Board of Health and the Caldwell County Board of Social Services. Attached is a draft of the proposed resolution, which remains subject to revision.

This action is authorized by N.C.G.S. § 153A-76 and N.C.G.S. § 153A-77, which grants the Board authority to organize county government. Specifically, N.C.G.S. § 153A-77(a) provides, in relevant part:

"…The board of county commissioners may assume direct control of any activities theretofore conducted by or through any commission, board or agency by the adoption of a resolution assuming and conferring upon the board of county commissioners all powers, responsibilities and duties of any such commission, board or agency…"

While § 153A-76 refers to the ability to "abolish" certain boards, the Board of Commissioners does not intend to eliminate the existing social services and health boards. Instead, consistent with § 153A-77(a), the Board intends to transition these boards into advisory bodies. In the case of the Board of Health, formation of an advisory committee is required by law.

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1. Social Services

a. The Caldwell County Board of Commissioners will become the county's local board of social services.

If the Board adopts the resolution, it will assume all powers and duties of the Board of Social Services pursuant to N.C.G.S. § 108A-9, including:

1. Selecting the county director of social services in accordance with state merit system rules;

2. Advising local authorities on policies to improve social conditions;
3. Consulting with the DSS Director and assisting in planning budgets;
4. Presenting DSS budgets to the Board of Commissioners;
5. Carrying out additional responsibilities assigned by the General Assembly, DHHS, or the Social Services Commission.

Upon adoption of the resolution, the Board of Commissioners becomes responsible for exercising these powers. As discussed below, one commissioner will also serve on the new Social Services Advisory Board, positioning that commissioner to fulfill any state-required roles involving members of a local social services board—for example, service on the county's Child Fatality Review Local Team pursuant to N.C.G.S. § 7B-1407(b)(6).

b. The existing Caldwell County Board of Social Services will transition into a crucial advisory role.

Although state law does not require creation of a social services advisory board, the County Manager and Board of Commissioners believe it is essential to retain the knowledge and experience of the current board. Therefore, the existing Board of Social Services will transition into the Caldwell County Social Services Advisory Board, with the same membership and terms.

Under N.C.G.S. § 108A-3, current social services board appointments are split between the Commissioners, the Social Services Commission, and member selection by majority vote. Going forward, all advisory board members will be appointed by the Board of Commissioners. One member will always be a commissioner, who will:

• Participate fully as an advisory board member; and
• Serve on the Board of Commissioners, now acting as the Board of Social Services.

This dual role enables the commissioner to serve in any required state positions reserved for members of a county social services board.

c. DSS Director reporting and personnel oversight

Under the county manager form of government, N.C.G.S. § 153A-82 provides that:

"He shall direct and supervise the administration of all county offices, departments, boards, commissions and agencies under the general control of the board of commissioners…"

The Board may rely on the County Manager to assist in supervising and evaluating the DSS Director. While the DSS Director may report through the County Manager at times, all

personnel actions or other significant decisions regarding the DSS Director must be executed directly by the County Manager pursuant to Section 5, Article I of the Caldwell County Personnel Policy.

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2. Public Health

a. The Caldwell County Board of Commissioners will become the county's local board of health.

Upon adoption of the resolution, the Board of Commissioners will assume all powers and duties of the Board of Health under Chapter 130A, including:

1. Protecting and promoting public health and adopting rules necessary for that purpose;
2. Appointing the local health director; and
3. Directing the health director in administration of health programs.

The Health Director then carries out day-to-day statutory responsibilities such as communicable disease investigations and issuance of isolation or quarantine orders.

The Board, sitting as the Board of Health, will also be responsible for health department accreditation benchmarks set forth in 10A NCAC 48C and 48D. These include maintaining proper procedures, ensuring access to legal counsel, adopting adjudication processes, and providing board member training. The Board should meet at least annually solely as the Board of Health to address accreditation compliance. Many existing Board of Health practices will transition directly.

b. The existing Board of Health will transition into a statutory Public Health Advisory Board with accreditation responsibilities.

The current Board of Health will become the Caldwell County Public Health Advisory Board, retaining all existing membership and terms. Unlike the Social Services Advisory Board, this advisory board is required by N.C.G.S. § 153A-77 and must have membership consistent with N.C.G.S. § 130A-35.

c. Health Director reporting and personnel oversight

As with DSS, the Health Director may report to the Board of Commissioners through the County Manager. However, consistent with N.C.G.S. § 153A-82 and county personnel policy, any personnel decisions or significant actions involving the Health Director must be carried out directly by the County Manager.

Article 5.
Administration.
Part 1. Organization and Reorganization of County Government.

§ 153A-76. Board of commissioners to organize county government.

The board of commissioners may create, change, abolish, and consolidate offices, positions, departments, boards, commissions, and agencies of the county government, may impose ex officio the duties of more than one office on a single officer, may change the composition and manner of selection of boards, commissions, and agencies, and may generally organize and reorganize the county government in order to promote orderly and efficient administration of county affairs, subject to the following limitations:

(1) The board may not abolish an office, position, department, board, commission, or agency established or required by law.

(2) The board may not combine offices or confer certain duties on the same officer when this action is specifically forbidden by law.

(3) The board may not discontinue or assign elsewhere a function or duty assigned by law to a particular office, position, department, board, commission, or agency.

(4) The board may not change the composition or manner of selection of a local board of education, the board of elections, or the board of alcoholic beverage control.

(5) The board may not abolish nor consolidate into a human services agency a hospital authority assigned to provide public health services pursuant to Section 12 of S.L. 1997-502 or a public health authority assigned the power, duties, and responsibilities to provide public health services as outlined in G.S. 130A-1.1.

(6) A board may not consolidate an area mental health, developmental disabilities, and substance abuse services board into a consolidated human services board. The board may not abolish an area mental health, developmental disabilities, and substance abuse services board, except as provided in Chapter 122C of the General Statutes. This subdivision shall not apply to any board that has exercised the powers and duties of an area mental health, developmental disabilities, and substance abuse services board as of January 1, 2012.

(7) The board may not abolish, assume control over, or consolidate into a human services agency a public hospital as defined in G.S. 159-39(a) pursuant to G.S. 153A-77. (1973, c. 822, s. 1; 2012-126, s. 2.)

§ 153A-77. Authority of boards of commissioners over commissions, boards, agencies, etc.

(a) In the exercise of its jurisdiction over commissions, boards and agencies, the board of county commissioners may assume direct control of any activities theretofore conducted by or through any commission, board or agency by the adoption of a resolution assuming and conferring upon the board of county commissioners all powers, responsibilities and duties of any such commission, board or agency. This section shall apply to the board of health, the social services board, area mental health, developmental disabilities, and substance abuse area board or any other commission, board or agency appointed by the board of county commissioners or acting under and pursuant to authority of the board of county commissioners of said county except as provided in G.S. 153A-76. A board of county commissioners exercising the power and authority under this subsection may, notwithstanding G.S. 130A-25, enforce public health rules adopted by the board through the imposition of civil penalties. If a public health rule adopted by a board of county commissioners imposes a civil penalty, the provisions of G.S. 130A-25 making its violation a misdemeanor shall not be applicable to that public health rule unless the rule states that a violation of the rule is a misdemeanor. The board of county commissioners may exercise the power and authority herein conferred only after a public hearing held by said board pursuant to 30 days' notice of said public hearing given in a newspaper having general circulation in said county.

The board of county commissioners may also appoint advisory boards, committees, councils and agencies composed of qualified and interested county residents to study, interpret and develop community support and cooperation in activities conducted by or under the authority of the board of county commissioners of said county.

A board of county commissioners that has assumed direct control of a local health board after January 1, 2012, and that does not delegate the powers and duties of that board to a consolidated health service board shall appoint an advisory committee consistent with the membership described in G.S. 130A-35.

(b) In the exercise of its jurisdiction over commissions, boards, and agencies, the board of county commissioners of a county having a county manager pursuant to G.S. 153A-81 may:

(1) Consolidate certain provisions of human services in the county under the direct control of a human services director appointed and supervised by the county manager in accordance with subsection (e) of this section;

(2) Create a consolidated human services board having the powers conferred by subsection (c) of this section;

(3) Create a consolidated county human services agency having the authority to carry out the functions of any combination of commissions, boards, or agencies appointed by the board of county commissioners or acting under and pursuant to authority of the board of county commissioners, including the local health department, the county department of social services, or the area mental health, developmental disabilities, and substance abuse services authority; and

(4) Assign other county human services functions to be performed by the consolidated human services agency under the direction of the human services director, with policy-making authority granted to the consolidated human services board as determined by the board of county commissioners.

(c) A consolidated human services board appointed by the board of county commissioners shall serve as the policy-making, rulemaking, and administrative board of the consolidated human services agency. The consolidated human services board shall be composed of no more than 25 members. The composition of the board shall reasonably reflect the population makeup of the county and shall include:

(1) Eight persons who are consumers of human services, public advocates, or family members of clients of the consolidated human services agency, including: one person with mental illness, one person with a developmental disability, one person in recovery from substance abuse, one family member of a person with mental illness, one family member of a person with a developmental disability, one family member of a person with a substance abuse problem, and two consumers of other human services.

(1a) Notwithstanding subdivision (1) of this subsection, a consolidated human services board not exercising powers and duties of an area mental health, developmental disabilities, and substance abuse services board shall include four persons who are consumers of human services.

(2) Eight persons who are professionals, each with qualifications in one of these categories: one psychologist, one pharmacist, one engineer, one dentist, one optometrist, one veterinarian, one social worker, and one registered nurse.

(3) Two physicians licensed to practice medicine in this State, one of whom shall be a psychiatrist.

(4) One member of the board of county commissioners.

(5) Other persons, including members of the general public representing various occupations.

The board of county commissioners may elect to appoint a member of the consolidated human services board to fill concurrently more than one category of membership if the member has the qualifications or attributes of more than one category of membership.

All members of the consolidated human services board shall be residents of the county. The members of the board shall serve four-year terms. No member may serve more than two consecutive four-year terms. The county commissioner member shall serve only as long as the member is a county commissioner.

The initial board shall be appointed by the board of county commissioners upon the recommendation of a nominating committee comprised of members of the preconsolidation board of health, social services board, and area mental health, developmental disabilities, and substance abuse services board. In order to establish a uniform staggered term structure for the board, a member may be appointed for less than a four-year term. After the subsequent establishment of the board, its board shall be appointed by the board of county commissioners from nominees presented by the human services board. Vacancies shall be filled for any unexpired portion of a term.

A chairperson shall be elected annually by the members of the consolidated human services board. A majority of the members shall constitute a quorum. A member may be removed from office by the county board of commissioners for (i) commission of a felony or other crime involving moral turpitude; (ii) violation of a State law governing conflict of interest; (iii) violation of a written policy adopted by the county board of commissioners; (iv) habitual failure to attend meetings; (v) conduct that tends to bring the office into disrepute; or (vi) failure to maintain qualifications for appointment required under this subsection. A board member may be removed only after the member has been given written notice of the basis for removal and has had the opportunity to respond.

A member may receive a per diem in an amount established by the county board of commissioners. Reimbursement for subsistence and travel shall be in accordance with a policy set by the county board of commissioners. The board shall meet at least quarterly. The chairperson or three of the members may call a special meeting.

(d) The consolidated human services board shall have authority to:

(1) Set fees for departmental services based upon recommendations of the human services director. Fees set under this subdivision are subject to the same restrictions on amount and scope that would apply if the fees were set by a county board of health, a county board of social services, or a mental health, developmental disabilities, and substance abuse area authority.

(2) Assure compliance with laws related to State and federal programs.

(3) Recommend creation of local human services programs.

(4) Adopt local health regulations and participate in enforcement appeals of local regulations.

(5) Perform regulatory health functions required by State law.

(6) Act as coordinator or agent of the State to the extent required by State or federal law.

(7) Plan and recommend a consolidated human services budget.

(8) Conduct audits and reviews of human services programs, including quality assurance activities, as required by State and federal law or as may otherwise be necessary periodically.

(9) Advise local officials through the county manager.

(10) Perform public relations and advocacy functions.

(11) Protect the public health to the extent required by law.

(12) Perform comprehensive mental health services planning if the county is exercising the powers and duties of an area mental health, developmental disabilities, and substance abuse services board under the consolidated human services board.

(13) Develop dispute resolution procedures for human services contractors and clients and public advocates, subject to applicable State and federal dispute resolution procedures for human services programs, when applicable.

Except as otherwise provided, the consolidated human services board shall have the powers and duties conferred by law upon a board of health, a social services board, and an area mental health, developmental disabilities, and substance abuse services board.

Local employees who serve as staff of a consolidated county human services agency are subject to county personnel policies and ordinances only and are not subject to the provisions of the North Carolina Human Resources Act, unless the county board of commissioners elects to subject the local employees to the provisions of that Act. All consolidated county human services agencies shall comply with all applicable federal laws, rules, and regulations requiring the establishment of merit personnel systems.

(e) The human services director of a consolidated county human services agency shall be appointed and dismissed by the county manager with the advice and consent of the consolidated human services board. The human services director shall report directly to the county manager. The human services director shall:

(1) Appoint staff of the consolidated human services agency with the county manager's approval.
(2) Administer State human services programs.
(3) Administer human services programs of the local board of county commissioners.
(4) Act as secretary and staff to the consolidated human services board under the direction of the county manager.
(5) Plan the budget of the consolidated human services agency.
(6) Advise the board of county commissioners through the county manager.
(7) Perform regulatory functions of investigation and enforcement of State and local health regulations, as required by State law.
(8) Act as an agent of and liaison to the State, to the extent required by law.
(9) Appoint, with the county manager's approval, an individual that meets the requirements of G.S. 130A-40(a) to serve as the local health director.

Except as otherwise provided by law, the human services director or the director's designee shall have the same powers and duties as a social services director, a local health director, or a director of an area mental health, developmental disabilities, and substance abuse services authority.

(f) Repealed by Session Laws 2012-126, s. 1, effective June 29, 2012. (1973, c. 454, ss. 1-21/2; 1985, c. 589, s. 56; c. 754, s. 1; 1987, c. 217, ss. 1, 2; 1995 (Reg. Sess., 1996), c. 690, s. 3; 2001-120, s. 1; 2012-126, s. 1; 2013-382, s. 9.1(c); 2024-34, s. 3(b); 2025-25, s. 29(6).)

CALDWELL COUNTY
NORTH CAROLINA

RESOLUTION CONFERRING UPON THE CALDWELL COUNTY BOARD OF COMMISSIONERS ALL POWERS, RESPONSIBILITIES, AND DUTIES OF THE CALDWELL COUNTY BOARD OF SOCIAL SERVICES AND THE CALDWELL COUNTY BOARD OF HEALTH PURSUANT TO N.C.G.S. § 153A-76 AND N.C.G.S. § 153A-77(a) AND ALSO PROVIDING FOR THE CREATION OF COUNTY SOCIAL SERVICES AND PUBLIC HEALTH ADVISORY BOARDS

WHEREAS, N.C.G.S. § 153A-76 and N.C.G.S. § 153A-77 set out the authority of county boards of commissioners over county commissions, boards, and agencies;

WHEREAS, N.C.G.S. § 153A-77(a) authorizes a county board of commissioners to assume direct control of any activities theretofore conducted by or through any commission, board, or agency, including the board of social services and the board of health, by the adoption of a resolution assuming and conferring upon the board of county commissioners all powers, responsibilities, and duties of such commission, board, or agency; and

WHEREAS, the Caldwell County Board of Commissioners (the "Board of Commissioners") hereby states its intention to assume and confer upon itself all powers, responsibilities, and duties of both the Caldwell County Board of Social Services and the Caldwell County Board of Health;

WHEREAS, the Board of Commissioners may exercise this power and authority after a public hearing held by the Board of Commissioners pursuant to at least a thirty (30) days' notice given in a newspaper having general circulation in Caldwell County;

WHEREAS, a notice of public hearing in these matters was published on June 27, 2026 in *The Lenoir News Topic*, a newspaper having general circulation in Caldwell County;

WHEREAS, said public hearing was held at a regular meeting of the Board of Commissioners on July 27, 2026;

WHEREAS, N.C.G.S. § 153A-76(a) further provides that the Board of Commissioners "may . . . appoint advisory boards, committees, councils and agencies composed of qualified and interested county residents to study, interpret and develop community support and cooperation in activities conducted by or under the authority of the board of commissioners…";

WHEREAS, the Board of Commissioners considers it critical to have the input of interested county residents on social services and public health matters; and

WHEREAS, the Caldwell County Board of Commissioners were convened in a regular meeting with a quorum present;

THEREFORE, the Board of Commissioners of Caldwell County resolves that:

1. The Board of Commissioners, pursuant to N.C.G.S. § 153A-76 and N.C.G.S. § 153A-77(a), does hereby assume and confer upon itself all powers, responsibilities, and duties of the Caldwell County Board of Social Services, effective as of the date hereof.

2. The Board of Commissioners, pursuant to N.C.G.S. § 153A-76 and N.C.G.S. § 153A-77(a), does hereby assume and confer upon itself all powers, responsibilities, and duties of the Caldwell County Board of Health, effective as of the date hereof.

3. The Board of Commissioners hereby creates the Caldwell County Social Services Advisory Board. This Board shall have the same membership and terms as the Caldwell County Board of Social Services immediately prior to the adoption of this resolution.

4. The Board of Commissioners hereby creates the Caldwell County Public Health Advisory Board ("Advisory Board"). The Advisory Board shall have the same membership and terms as the Caldwell County Board of Health immediately prior to the adoption of this resolution. Notwithstanding anything to the contrary, the Advisory Board shall be the "advisory committee" required by N.C.G.S. § 153A-77 and shall have a membership consistent with the membership described in N.C.G.S. § 130A-35. The Advisory Board is hereby charged with providing advice and recommendations to the Board of Commissioners, in the Board of Commissioners' capacity as the local board of health, on matters relating to public health as the Board of Commissioners or County Manager may from time to time request.

Adopted the _____ day of _____, 2026

_____
Randy Church, Chairman
Caldwell County Board of Commissioners

ATTEST:

_____
Tasha Brown
Clerk to the Board

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 27, 2026	Administration	

AGENDA ITEM # 4

Public Hearing - Caldwell County Board of Social Services and Caldwell County Board of Health

BACKGROUND

Public Hearing regarding N.C.G.S.§153A-76 and N.C.G.S. §153A-77 in regard to the Board assuming control over the Caldwell County Board of Social Services and Caldwell County Board of Health and to consider the creation of advisory boards for public health and social services.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 27, 2026	Health	

AGENDA ITEM # 5

Budget Revision - Health Department rollover unspent CCPN funds

BACKGROUND

The health department was not able to spend all of its CCPN grant funds during FY 25/26. This revision rolls those unspent funds into the new fiscal year (FY 26/27)

RECOMMENDED MOTION

Approve

BUDGET IMPACT

100% grant funds. They show as a fund balance appropriation as they died to fund balance at year end.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Health CCPN rollover_0001

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:
This budget revision rolls over unspent CCPN gran funds from FY 25/26 to FY 26/27

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

SUPPLEMENTAL APPROPRIATION

Line Item #	Title	I/D		Amount
10.9800.397000	Fund Balance APP	I	$	35,185.04
Total				**35,185.04**

Line Item #	Title	I/D		Amount
10.5116.429000.10196	Grant Expenditures	I	$	35,185.04
Total				**35,185.04**

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
			07/07/26		

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 27, 2026	Economic Development	

AGENDA ITEM # 6

Budget Revision - Project Scrimmage Grant

BACKGROUND

This budget revision allows the county to accept and spend a $28,000 grant from Duke Energy.

RECOMMENDED MOTION

Approve

BUDGET IMPACT

100% grant funds with no local match

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. DEC CIF Agreement - Project Scrimmage 2026 - Caldwell
2. Project Scrimmage Grant_0001

PROJECT DEVELOPMENT GRANT AGREEMENT

THIS GRANT AGREEMENT (the "**Agreement**") is made and entered into effective as of July 16, 2026, by and between **DUKE ENERGY CAROLINAS, LLC** ("**Duke**"), and Caldwell County ("**Recipient**"). Duke and Recipient may be collectively referred to as the "**Parties**" and either may be referred to as a "**Party**."

W I T N E S S E T H:

WHEREAS, Duke has created and set aside the Duke Energy Carolinas Investment Fund for the purpose of funding economic development activities within South and North Carolina (the "**Fund**");

WHEREAS, Recipient has requested that Duke grant **$ 28,000** to Recipient for the purpose of funding the economic development activity set forth in **Exhibit A** attached hereto (the "**Purpose**"); and

WHEREAS, Duke has made, and Recipient has accepted, an offer to grant up to **$28,000** to be used by Recipient to carry out the Purpose in accordance with the terms and conditions set forth herein (the "**Grant Amount**").

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

ARTICLE 1: SCOPE; PAYMENT

1.1 Recipient shall use its best efforts to ensure that, throughout the term of this Agreement, the Purpose satisfies Duke's requirements for a grant of the Grant Amount from the Fund, which requirements include, without limitation, that (a) the Purpose is development of new businesses or industries or expansion of existing businesses or industries and (b) the Grant Amount is used solely for payment of costs of site/building acquisition, land clearing, grading, site improvements or other activities which add value to the site. Recipient shall use funds received hereunder solely for the completion of the Purpose.

1.2 Recipient shall not be entitled to any portion of the Grant Amount unless all of the Conditions occur on or before the Deadline. The "**Deadline**" shall mean the earlier of (a July 16, 2028 or (b) the date of termination of this Agreement. "**Conditions**" shall mean (x) completion of the Purpose, (y) Recipient's notification to Duke of such completion and of the amount of Recipient's actual and final expenditures and obligations directly related to such completion and not reimbursed or reimbursable to Recipient from any other source (the "**Expenditures**") (the "**Notification**"), and (z) Duke's determination that the Purpose has been completed and that the Expenditures are correct and reasonable, and Duke's written notification to Recipient of such determination. Duke may require that the Notification be in writing or that Recipient submit additional documentation in connection with, and as part of, the Notification. The first date on or before the Deadline by which all of the Conditions have occurred shall be the "**Completion Date**."

1.3 Duke may advance to Recipient all or a portion of the Grant Amount (the total of any such payments from Duke to Recipient being the "**Payments**"), provided, however, that within 30 days following the Completion Date, Duke shall pay Recipient the lesser of (a) the Grant Amount minus the Payments or (b) the Expenditures minus the Payments, provided, further, that if the Payments exceed the Expenditures as of the Completion Date, then no payment shall be due Recipient from Duke and Duke may demand within 30 days following the Completion Date that Recipient repay all or a portion of such excess and Recipient shall repay such demanded amount within 60 days following the Completion Date. If by the Deadline all of the Conditions have not occurred, then Duke may demand within 30 days following the Deadline

that Recipient repay all or a portion of the Payments and Recipient shall repay such demanded amount within 60 days following the Deadline.

ARTICLE 2: TERM AND TERMINATION

2.1 This Agreement shall terminate upon the earlier of (a) the date two years from the date hereof, (b) the date that Duke terminates this Agreement pursuant to Section 2.2 or (c) the Completion Date. The termination of this Agreement shall not relieve either Party of its obligation to pay the other Party in accordance with Article 1 of this Agreement.

2.2 Duke may terminate this Agreement upon the occurrence of any of the following, which termination shall be effective 10 days following Duke's notification to Recipient of such termination or such later date as Duke may specify therein:

(i) Material Breach. Recipient breaches any of its material obligations set forth herein, including without limitation Recipient's obligations set forth in Section 1.1.

(ii) Insolvency. Recipient becomes insolvent, fails generally to pay its debts as they become due, admits in writing its inability to pay its debts as they become due, makes a general assignment for the benefit of creditors, commences any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of itself or its debts or assets, or adopts an arrangement with creditors, under any bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar law of the United States or any state thereof for the relief of creditors or affecting the rights or remedies of creditors generally.

(iii) Assignment. Recipient assigns, transfers, or attempts to assign or transfer, this Agreement or any right or interest herein without the express written consent of Duke.

(iv) Abandonment. Recipient abandons its efforts to complete the Purpose and fails to recommence its efforts within 5 business days after written notice from Duke.

(v) Repudiation. Recipient repudiates this Agreement.

ARTICLE 3: REPRESENTATIONS AND COVENANTS

Recipient represents and warrants that:

3.1 Recipient is, and for the term of this Agreement shall at all times be, in good standing and qualified to do business in South Carolina or North Carolina or both, as the case may be;

3.2 Recipient has, and for the term of this Agreement shall at all times have, all licenses, permits and other authorizations required to perform the Purpose;

3.3 Recipient shall perform the Purpose in accordance with all applicable laws, rules, regulations, orders and ordinances; and

3.4 Execution of this Agreement and performance of the Purpose hereunder does not require any third party consent and does not and will not violate the terms of any agreement to which Recipient may be bound.

ARTICLE 4: NO PUBLICATION

Recipient shall not use Duke's name or the fact that Recipient has entered into this Agreement with Duke or received any funds hereunder from Duke in any press releases, media statements or public communications or otherwise publicize the existence or content of this Agreement without Duke's prior written consent. Recipient shall not use Duke's (including its subsidiaries and affiliates) name, logos, copyrights, trademarks, service marks, trade names or trade secrets in any way without Duke's prior written consent, and Duke shall not be deemed to have granted Recipient a license of, or granted Recipient any rights in, any of the foregoing by entering into this Agreement.

ARTICLE 5: RECORDS; INSPECTION AND AUDIT; COOPERATION

For a period of three years after the termination of this Agreement, (a) Recipient shall maintain and retain records relating to the Purpose and Recipient's receipt of funds hereunder, and (b) Duke and its auditors and other representatives shall have the right and free access during normal business hours to examine, audit and copy any and all records or other documents relating to the Purpose or Recipient's receipt of funds hereunder. Upon Duke's reasonable request, Recipient shall cooperate fully with Duke with respect to any discussions, negotiations, agreements, arrangements or disputes with any city, county, state or federal governmental body relating in any way to this Agreement, the Grant Amount, the Purpose or Recipient's receipt of funds hereunder.

ARTICLE 6: INDEMNIFICATION; NO CONSEQUENTIAL DAMAGES

6.1 To the extent allowed by law, Recipient shall defend, indemnify and hold harmless Duke and its directors, officers, employees, agents, representatives, and subsidiary and affiliated companies and their directors, officers, employees, agents and representatives, from and against all claims, demands, losses, damages, penalties, fines, liabilities, obligations, and attorneys' and other professionals' fees and expenses arising out of or relating to any negligent or wrongful act or omission of Recipient or its employees, contractors and agents in connection with the Purpose or Recipient's receipt of funds hereunder, including without limitation any claim arising out of Recipient's failure to comply with applicable laws, rules, regulations, orders or ordinances.

6.2 In no event shall either Party be liable hereunder for any consequential, special, incidental or indirect damages, except to the extent the indemnifications in this Agreement may be construed to constitute those damages. In no event shall either Party's liability hereunder exceed the Grant Amount.

ARTICLE 7: GENERAL

7.1 This Agreement and all of its provisions shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

7.2 This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws principles.

7.3 Those provisions that would require survival in order to give them full force and effect shall survive the termination or expiration of this Agreement, regardless of the date, cause or manner of such termination, and shall remain in full force and effect.

7.4 This Agreement, including the Exhibits attached hereto, is intended by Duke and Recipient to constitute the final and complete statement of their agreement and all prior proposals, communications, negotiations, understandings and representations relating to the subject matter of this Agreement, whether verbal or written, are

hereby superseded. No modification or amendment of this Agreement shall be effective unless the same is in writing and signed by both Parties.

7.5 Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall be as to such jurisdiction ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

7.6 Any notice required or permitted to be given by either Party hereto to the other Party shall be deemed to have been duly given when delivered personally or otherwise actually received after mailing by certified mail, return receipt requested, or by reputable overnight courier, addressed to the Contact Person for such Party set forth on the signature page of this Agreement at the address provided below such person's name or addressed to any such Party at such other address as such Party shall hereafter furnish to the other Party in writing in accordance with this Section 7.6, provided that a copy of any notice to Duke shall also be sent to:

Duke Energy Corporation
Legal Department
525 South Tryon St.
Charlotte, North Carolina 28202

7.7 No course of dealing or failure of either Duke or Recipient to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of that term, right or condition. The failure of either Party to exercise any right hereunder or to take any action permitted on a breach by the other Party shall not be deemed a waiver of such right or of any other rights in the event of a subsequent breach of a like or different nature. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition or a waiver of that term, right or condition in any other instance.

7.8 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Caldwell County Economic Development	**DUKE ENERGY CAROLINAS, LLC**
Ashley Bolick Director	Stuart N. Heishman Vice President Economic Development

Duke Contact: Bill Roberts

EXHIBIT A

PURPOSE

July 16, 2026

Bill Roberts, Senior Economic Development Manager
Duke Energy Carolinas
250 9th Street Lane, SE
Hickory, NC 28601

Re: Duke Energy Carolinas Investment Fund

Caldwell County appreciates the opportunity to partner with Duke Energy and the Carolinas Investment Fund. We are requesting ***$28,000*** from the Carolinas Investment Fund to support economic development in Caldwell County. The funds will be applied to Project Scrimmage, a simulated corporate site selection evaluation designed to assess how its community and a selected site are perceived by prospective investors. The objective is to identify opportunities to strengthen the county's competitiveness in attracting new capital investment and employment growth.

We appreciate all the support that Caldwell County receives from Duke Energy. We look forward to working with you on this and future projects.

Best Regards,

Ashley Bolick, Director
Caldwell County Economic Development

COMMISSIONERS: RANDY T. CHURCH, CHAIRMAN | MIKE LABROSE, VICE-CHAIR
JEFF BRANCH | DONNIE POTTER | PATRICK STARNES
SHANE FOX, COUNTY MANAGER
www.caldwellcountync.org 828.728.0768

INVOICE

Carolinas Investment Fund

Date: July 16, 2026

BILL TO:

Bill Roberts, Senior Economic Development Manager
Duke Energy Carolinas
525 S. Tryon Street
250 9th Street Lane, SE
Hickory, NC 28601

Description	Amount
CIF Grant fund payment request to the support of Project Scrimmage, a simulated corporate site selection evaluation designed to assess how its community and a selected site are perceived by prospective investors.	$ 28,000
Total Due	**$ 28,000**

Caldwell County Federal ID# 56-6001967

Please make payable to the following:

Caldwell County
Attn: Economic Development
PO Box 2200
Lenoir, NC 28645

2063219.01
LIB: CH

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:

This budget revision allows the county accept and spend a $28,000 grant from Duke Energy. The grant is related to the Lower Cedar Valley land purchase.

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

SUPPLEMENTAL APPROPRIATION

Line Item #	Title	I/D		Amount
10.4970.330000.10219	Other Grants	I	$	28,000.00
Total				**28,000.00**

Line Item #	Title	I/D		Amount
10.4970.429000	Grant Expenditures	I	$	28,000.00
Total				**28,000.00**

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
			07/17/26		

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 27, 2026	Economic Development	

AGENDA ITEM # 7

Deloitte Economic Development Consulting Services

BACKGROUND

Duke Energy has created the Duke Energy Carolinas Investment Fund (CIF) to fund economic development activities in South Carolina and North Carolina. In partnership with and funded by Duke's CIF, staff request approval to participate in a mock site-selection assessment with Deloitte Consulting. The project, a simulated corporate site selection evaluation, is designed to assess how Caldwell County, in particular, the Foothills Regional Airport site, is perceived by prospective investors. The objective is to identify opportunities to strengthen the Client's competitiveness in attracting new capital investment and employment growth.

RECOMMENDED MOTION

BUDGET IMPACT

The $28,000 fee is to be covered by Duke CIF funds.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 27, 2026	Soil and Water Conservation	

AGENDA ITEM # 8

Budget Revision STRAP grant 2026

BACKGROUND

The county has received a new STRAP grant for 2026

RECOMMENDED MOTION

Approve

BUDGET IMPACT

100% grant funds, no local match

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. STRAP Grant 2026_0001
2. 20260716111804128

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:

This revision accepts and appropriates a new STRAP grant for 2026. The funds are provided by the NC Department of Agriculture and Consumer Services. They are to be used for stream bank restoration

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
10.4960.330000.10218	Other Grants	I	$ 2,236,466.00	10.4960.429000.10218	Grant Expenditures	I	$ 2,236,466.00
Total			**2,236,466.00**	**Total**			**2,236,466.00**

Attachments (Yes or No): Yes

Public Hearing (Yes or No):

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

Staff Recommendation:

Board Action:

Department Head	Date	Finance Director	Date	County Manager	Date
			07/16/26		

Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

July 10, 2026

Aaron Franks
Caldwell SWCD
120 Hospital Avenue
Lenoir, NC 28645

NOTIFICATION OF FUNDING OFFER

Dear Aaron Franks,

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services – Division of Soil & Water Conservation, I am pleased to inform you that $2,236,466.00 for your project, StreamFlow Rehabilitation Assistance Program (StRAP) - Helene Recovery, was approved.

The original contract packet must be completed and returned to the NCDA&CS, making sure that the contracts and certain forms have been signed, dated, and witnessed. Since this is a witness contract, there are two (2) options to complete the contract. It is acceptable to have everyone sign the contract electronically or submit two (2) original signed contracts. Depending on the method you choose, please return as shown below:

Electronic Signed Contract:
Stephanie Alston
StRAP Admin Specialist
stephanie.alston@ncagr.gov

Original signatures mail:
Stephanie Alston, StRAP Admin Specialist
N.C. Department of Agriculture & Consumer Services, Division Name
1614 Mail Service Center
Raleigh, NC 27699-1614

By completing these documents, you are agreeing to the specific stipulations, the general terms and conditions and specific reporting requirements. All authorized representative signatures must be in **blue or black** ink. Please use the Contract Check Off List to ensure all attachments are included and are in the correct order for each contract packet. **Failure to complete and return the contract packets within 60 days of this letter or the deadline of any written extension provided will result in funding cancellation for the project.**

One fully-executed, an original contract will be returned to you for your records. If you have any questions about your contract or any of the forms contained in your offer packet, please call Matt Safford at 919-707-3784, or feel free to send an email to matt.safford@ncagr.gov.

I would like to take this opportunity to thank you for participating in the StreamFlow Rehabilitation Program (StRAP) – Helene Recovery.

Sincerely,

N. David Smith
Chief Deputy Commissioner

Email: David.Smith@ncagr.gov
1001 Mail Service Center, Raleigh, North Carolina, 27699-1001
(919) 707-3033 • Fax (919) 715-0026
An Equal Opportunity Affirmative Action Employer

opportunity for defbris f

Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

GRANTEE DOCUMENT CHECK OFF LIST

INSTRUCTIONS:

1) Circle the "Yes" boxes in the left column **(Grantee)** for the document titles to be returned with the signed contract. It is acceptable to have everyone sign the contract electronically or 2) returned with the two (2) signed, dated, and notarized copies of the agreement, with signatures in blue or black ink.
2) Be sure to include all the other documents specified in your agreement package.
3) If "No" has been checked off for you, that document is not required for this grant program or project.

Grantee Name: Caldwell SWCD

Project Title: *Streamflow Assistance Program-Helene*

Contract Number: 26-079-4026

Grantee *Circle One Box*		**Document Title**	**Division** *Attached or On File*		**Grants Office** *Attached or On File*	
(Yes)	No	Contractual **"Check Off List for Grantee"**	Yes	No	Yes	No
(Yes)	No	**Contract Cover** (To be signed, dated)	Yes	No	Yes	No
(Yes)	No	**Attachment A** *General Terms and Conditions*	Yes	No	Yes	No
(Yes)	No	***Attachment B*** *Site List & Project Timeline*	Yes	No	Yes	No
(Yes)	No	**Attachment C** *NC Openbook Supplemental Information*	Yes	No	Yes	No
(Yes)	No	**Attachment D** *Signature Card*	Yes	No	Yes	No
Yes	No	**Attachment E** *Streamflow Rehabilitation Assistance Program (StRAP) Quarterly Progress Report*	Yes	No	Yes	No
Yes	No	***Attachment F*** *Streamflow Rehabilitation Assistance Program 50% Progress Report*	Yes	No	Yes	No
Yes	No	**Attachment G** *Request for Payment Form*	Yes	No	Yes	No
Yes	No	**Attachment H** *Request for Payment Summary*	Yes	No	Yes	No
Yes	No	**Attachment I** *Equipment Log*	Yes	No	Yes	No
Yes	No	**Attachment J** *Time Log*	Yes	No	Yes	No

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Department Use Only
FUNDING CODE: 1000-203704-54600067-1001803-10H0 000026
AMOUNT: $2,236,466.00 TIME PERIOD: May 1, 2026 to June 30, 2029

North Carolina Department of Agriculture and Consumer Services
Division of Soil & Water Conservation

Streamflow Rehabilitation Assistance Program – Government

Contract Number: __26-079-4026_____

This Contract is hereby entered into by and between the North Carolina Department of Agriculture and Consumer Services, **Division of Soil & Water Conservation** (the "Agency") and Caldwell SWCD, ("Grantee"), and referred to collectively as the "Parties." The Grantee's federal tax identification number is 56-6001967 and is physically located in Caldwell and is further located at 120 Hospital Avenue Lenoir, NC 28645.

The purpose of this Contract is to assist in protecting and restoring the integrity of drainage infrastructure through routine maintenance to existing streams and drainage ways. The Grantee's project title is Streamflow Rehabilitation Assistance Program. This Contract is funded by State appropriations provided through Session Law 2024-57, Senate Bill 382 Section -1D.2 and Session Law 2025-26, House Bill 1012 Section 2A.3.(a)b. Funds awarded under this Contract must be used for the purposes for which they are intended and provided in Session Law 2023-134, House Bill 259 Section -5.6(d)-.

The Grantee's fiscal year ends June 30.

Contract Documents:

This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

1. This Contract
2. General Terms and Conditions (Attachment A)
3. Site List & Project Timeline (Attachment B)
4. NC Openbook Supplemental Information (Attachment C)
5. Signature Card (Attachment D)
6. Streamflow Rehabilitation Assistance Program (StRAP) Quarterly Progress Report (Attachment E)

7. Streamflow Assistance 50% Progress Report (Attachment F)

8. Request for Payment form (Attachment G)

9. Request for Payment Summary (Attachment H)

10. Equipment Log (Attachment I)

11. Time Log (Attachment J)

12. Equipment log

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

I. Precedence Among Contract Documents:

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

II. Effective Period:

This Contract shall be effective on May 1, 2026, and shall terminate on June 30, 2029, with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A.

III. Grantee's Duties:

1. The Grantee will submit Site List and Contract Timeline (Attachment B) prior to receiving the contract offer.

2. The Grantee will attend a virtual Pre-award meeting within 45 days for receiving the contract offer.

3. The Grantee has 60 days to return the original contract from the offer letter. If more than 60 days is needed, a written explanation providing a detailed explanation for the extension need is required. The letter will also need to include a date that the contract will be signed and returned. The letter will be subject to approval. Failure to return the contract within 60 days or a written explanation will result in funding cancellation for the project.

4. The Grantee shall provide the planned repairs to the named stream/drainage channels and watershed projects listed in Attachment B, Scope of Work. The Grantee shall be responsible for obtaining the necessary landowner authorization for site access and all permits needed to complete the planned work.

5. The Grantee shall provide copies of Right of Entry (RoE) forms completed by all landowners who own properties to be worked on in projects included in Attachment B, Scope of Work. These RoE forms must be submitted to The Agency before the contract shall be fully executed.

6. The Grantee will need to have Fifty percent (50%) of award funds committed (i.e., encumbered) with vendors by August 30, 2027. If by August 30, 2027, this condition hasn't been met, the grantee's remaining unencumbered funds are subject to reversion and reallocation by the Commission.

IV. Agency's Duties:

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed $2,236,466.00. The funds are provided from State appropriations allocated through Session Law 2024-57, Senate Bill 382 Section -1D.2 and Session Law 2025-26, House Bill 1012 Section 2A.3.(a)b. By August 30, 2027, fifty percent (**50%**) of the award amount should be encumbered by contracts.

There are no matching requirements from the Grantee.

V. Conflict of Interest Policy:

The Agency has determined that the Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(b). Therefore, the Grantee is not required to file a Conflict-of-Interest Policy with the Agency prior to disbursement of funds.

VI. Statement of No Overdue Tax Debts:

The Agency has determined that Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(c). Therefore, the Grantee is not required to file a Statement of No Overdue Tax Debts with the Agency prior to disbursement of funds.

VII. Reversion of Unexpended Funds:

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

VIII. Reporting Requirements:

State Reporting Requirements [N.C.G.S. 143C-6-23]:

1. The Agency has determined that the Grantee is a governmental entity and is not subject to the State reporting requirements mandated by N.C.G.S. § 143C-6-23. Therefore, the Grantee does not have to file annual electronic reports with the NC Office of State Budget & Management.

Agency Reporting Requirements:

1. The Grantee shall submit quarterly progress reports, with each report due on or before the last day of January, April, July, and October, continuing until the project is complete and final project report is approved.

2. First report will be due on or before the last day of October 30, 2026.

3. The quarterly report will be submitted using the form shown as Streamflow Rehabilitation Assistance Program (StRAP) Progress Report. This report will be used for the quarterly and final report. Each report shall include a narrative summary of the work accomplished that quarter and for the project to date, as well as progress toward completing the Project Scope of Work, and a separate budget report that is a summary of cash and in-kind expenditures for the quarter and total project.

4. The quarterly progress report and budget report is required even if no activity has occurred for the quarter and no reimbursement is requested for the quarter.

5. Grantee shall submit a Streamflow Assistance 50% Progress Report by end of business hours on August 30, 2027. The report will provide detailed information on the contracts that have been approved and executed for the project. This report requires the grantee to show 50% of contract funds being encumbered by contracts. The report is also subject to the review and approval of the Soil & Water Commission.

6. Grantee shall submit a Final Financial report (using the Attachment named "Streamflow Rehabilitation Assistance Program (StRAP) Quarterly Progress Report") and Final Request for Payment no later than 60 days after the expiration or termination of this Contract.

7. Failure to submit timely and accurate reports will delay action on submitted invoices. Repeated reporting issues can also result in further discussion with the Soil & Water Commission to determine continued participation in the program.

8. All reports, including 50% Progress Report needs to be submitted to StRAP.Report@ncagr.gov.

IX. Payment Provisions:

All Request for Payment forms should be received no more than monthly. Payment requests will be submitted using ***AttachmentH***- *StreamFlow Rehabilitation Assistance Program Request for Payment form*, along with the Request for Payment Summary form, and an appropriate certified invoice showing expenditures and matching funds, if applicable, for the current period and cumulatively for the entire project. Upon approval by the Agency payment shall be made within 60 days. All payments are subject to the availability of funds and verification that the Grantee is current on all reporting requirements.

A portion of the funds awarded to the Grantee may be used to reimburse actual documented technical assistance, and administrative expenses for the project reimbursement of technical assistance, and administrative expenses shall be limited to 15% of total reimbursed expenditures.

The Grantee shall expend funds in accordance with G.S. 143C-6-23 (f1)(f2)(j). The Grantee shall account for any income earned, which may result from any funds awarded under this Contract, on the Agency "Program Project Invoice" form. Eligible uses of income earned are:

1. Expanding the project or program.

2. Continuing the project or program after grant ends; or

opportunity for debris

3. Supporting other projects or programs that further the broad objectives of the grant program.

This contract can be terminated prior to the original end date once the Grantee completes a virtual close out meeting and submit a final report. If this Contract is terminated prior to the original end date, the Grantee may submit a final Request for Payment form within 60 days of the date of the final report. All unexpended funds shall remain with the Agency. The Agency shall have no obligation to honor requests for payment based on expenditure reports submitted later than 60 days after termination or expiration of the Contract period.

Reimbursement requests shall be completed on a "Request for Payment" form furnished to the Grantee by the Agency. All reimbursement forms must include support documentation, including but not limited to copies of invoices, individual time sheets and travel logs that have been signed by the employee and supervisor, salary registers or payrolls that include fringe benefits, hourly rates of pay, and signature of the Grantee's responsible financial person, canceled checks and lease agreements.

Eligible expenditures for payment must be within the effective period noted in the Contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

All travel reimbursement shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the "State Budget Manual" https://www.osbm.nc.gov/budget/budget-manual

All matching funds, including in-kind and cash, must be spent concurrently with funds provided by the Contract. Both types of matching funds expended shall be accounted for on the monthly certified invoices.

All request for payments shall be emailed to StRAP.Reimbursement@ncagr.gov

Indirect costs are not allowable expenditures under this Contract

X. Fraud, Waste and Abuse:

The grantee, including its employees, contractors, agents, interns, or any subrecipients, shall report suspected fraud, waste and abuse activities related to any state employee, vendor or sub recipient of state funds or state resources.

There are three methods for reporting suspected fraud, waste or abuse (FWA). Grantee can report suspected FWA directly to the Agency's Audit Services Division, to any member of the Agency's management team or through the FWA reporting website below.

N.C.G.S. 143-748 permits Audit Services to treat all information as confidential. However, if an individual wishes to remain anonymous, reports can be submitted through the FWA reporting website: https://www.ncagr.gov/internalaudit/ReportForm.htm

Under no circumstances should an individual attempt to personally conduct investigations or interviews /interrogations related to any suspected FWA act.

Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. This is important to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct.

It is the Agency's policy that employees/contractors/sub recipients/interns will not suffer retaliation or harassment for reporting in good faith any FWA concerns. The Agency encourages openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be unsubstantiated.

XI. Contract Administrators:

All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrator are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Stephanie Alston **1614 Mail Service Center** **Raleigh, NC 27699-1614** Telephone: 919-707-3773 Email: stephanie.alston@ncagr.gov Grants & Contracts General Email: agr.grants@ncagr.gov	Stephanie Alston Division of Soil & Water Conservation 216 West Jones Street Raleigh, NC **27603**

For the Grantee:

Grantee Contract Administrator- Mailing Address	Grantee Principal Investigator or Key Personnel
Aaron Franks Caldwell SWCD 120 Hospital Avenue Lenoir, NC 28645 8287581111 afranks@caldwellcountync.org	**Same**

XII. Supplementation of Expenditure of Public Funds:

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, State and local public funds that the Grantee otherwise expends for activities involved with specialty services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

XIII. Disbursements:

As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

1. Will implement or already have implemented adequate internal controls over disbursements.

2. Pre-audit all invoices presented for payment to determine:

3. Validity and accuracy of payment

4. Payment due date

5. Adequacy of documentation supporting payment

6. Legality of disbursement

7. Assure adequate control of signature stamps/plates.

8. Assure adequate control of negotiable instruments; and

9. Have procedures in place to ensure that account balance is solvent and to reconcile the account monthly.

XIV. Outsourcing:

The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior notice to the Agency.

XV. N.C.G.S. § 133-32 and Executive Order 24:

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State employee of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement or Contract, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employee of your organization.

Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract in **two (2)** originals, one (1) of which is retained by the Grantee and one (1) which is retained by the Agency. **OR** the Grantee and the Agency execute this Contract as an electronic original, each party will be provided a fully executed copy via electronic mail.It is required that each party retain a fully executed copy of this contract.

GRANTEE: Caldwell County SWCD

Signature of Authorized Representative	Date 7/16/26
Shane Fox	County Manager
Printed Name	Title

WITNESS:

Tasha Brown	
Signature	Date 7/16/26
Tasha Brown	Clerk to the Board
Printed Name	Title

North Carolina Department of Agriculture and Consumer Services

Signature of Authorized Representative	Date

N. David Smith, Chief Deputy Commissioner

Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

ATTACHMENT A: GENERAL TERMS AND CONDITIONS
STATE, LOCAL, OR OTHER GOVERNMENT ENTITY

DEFINITIONS

Links to definitions are provided to meet the intent and requirements of *NC Administrative Rules 09 NCAC Admin Code 03M.0102, and the North Carolina General Statutes* unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

(1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.
(2) "Audit" means an examination of records or financial accounts to verify their accuracy.
(3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
(4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
(5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.
(6) "Fiscal Year" means the annual operating year of the non-State entity.
(7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
(8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
(9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.
(10) "Grantee" has the meaning in N.C.G.S. §143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.
(11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
(12) "Non-State Entity" has the meaning in N.C.G.S. §143C-1-1(d)(18): Any of the following that is not a State agency: an individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
(13) "Public Authority" has the meaning in N.C.G.S. §143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
(14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or State awards.
(15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

Email: David.Smith@ncagr.gov
1001 Mail Service Center, Raleigh, North Carolina, 27699-1001
(919) 707-3033 • Fax (919) 715-0026
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(16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. §143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.

(17) "Subgrantee" has the meaning in N.C.G.S. §143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in N.C.G.S. §143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by N.C.G.S. §160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

RELATIONSHIPS OF THE PARTIES

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.

Subcontracting: The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the contract documents are to be considered approved upon award of the contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractors or subgrantees. The Grantee shall be responsible for the performance of all its subcontractors/subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

Assignment: No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

(a) Forward the Grantee's payment check directly to any person or entity designated by the Grantee, or

(b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check.

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all contract obligations.

Subgrantees: The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Beneficiaries: Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

INDEMNITY

Indemnification: The Grantee agrees to indemnify and hold harmless the Agency, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Grantee in connection with the performance of this Contract to the extent permitted by law.

DEFAULT AND TERMINATION

Termination Without Cause: The Agency may terminate this contract without cause by giving 30 days written notice to the Grantee.

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property and the

Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

INTELLECTUAL PROPERTY RIGHTS

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

COMPLIANCE WITH APPLICABLE LAWS

Compliance with Laws: The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee shall comply with all federal and State laws relating to equal employment opportunity.

Executive Order 24: In accordance with Executive Order 24 issued by Governor Perdue and N.C.G.S.§ 133-32, a vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, vendor, or grantee), is prohibited from making gifts or giving favors to any employee of the Agency of Agriculture and Consumer Services. This prohibition covers those vendors, contractors, and/or grantees who:

(a) have a Contract with a governmental Agency; or
(b) have performed under such a Contract within the past year; or
(c) anticipate bidding on such a Contract in the future.

For additional information regarding the specific requirements and exemptions, vendors, contractors, and/or grantees are encouraged to review Executive Order 24 and N.C.G.S. §133-32.

CONFIDENTIALITY

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

Data Security: The Grantee shall adopt and apply data security standards and procedures that comply with all applicable Federal, State, and local laws, regulations, and rules.

Duty to Report: The Grantee shall report a suspected or confirmed security breach to the Agency's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Grantee shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered. During the performance of this contract, the grantee is to notify the Agency Contract Administrator of any contact by the Federal Office for Civil Rights (OCR) received by the Grantee.

OVERSIGHT

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all

contracts or grants entered into by State agencies or political subdivisions in accordance with N.C.G.S 147-64.7. Additionally, as the State funding authority, the Agency shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: The Grantee and Agency agree to maintain all pertinent records and documentation for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

MISCELLANEOUS

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Key Personnel: The Grantee shall not replace any of the key personnel assigned to the performance of this Contract without the prior written approval of the Agency. The term "key personnel" includes any and all persons identified as such in the Contract documents and any other persons subsequently identified as key personnel by the written agreement of the Parties.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall not exceed the rates published in the applicable State rules. International travel shall not be reimbursed under this Contract.

Sales/Use Tax Refunds: If eligible, the Grantee and all subgrantees shall:

(a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and
(b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

Applicant Organization Name:	Caldwell County Soil and Water Conservation District
Tax ID Number	56-6001967
Contact Name & Email	Aaron Franks afranks@caldwellcountync.org

SITE LIST

	Stream/Project Name	Project Type (List all that apply- stream debris removal, streambank stabilization, stream restoration, sediment removal, etc)	Linear Feet of Channel Proposed for Repair	Brief Description of Damage	Planned Repair and Removal from Floodplain	Estimated Cost to Repair
A	Clark_JohnsR	Streambank Stabilization	300	Streambank erosion due eddie during Helene taking a large section of field	Streambank stabilization with woody toe, including livestakes	$49,830
B	Caldwell_Wilsons_ Foothills Con	Stream debris removal	1,500	Woody debris is stream causing blockages including leaning trees	Debris removed from stream and floodplain cut and burned on site	$71,600
C	Caldwell_Kings Creek_Shumate	Stream debris removal	500	Woody debris is stream causing blockages including leaning trees	Debris removed from stream, burned on site, or removed from floodplain to private dumping site	$100,000
D	Caldwell_Satterwhite_ Little River	Stream debris removal and potential stabilization	1,000	Woody debris is stream causing blockages including leaning trees stabilization also needed	Debris removed from stream, burned on site, or removed from floodplain to private dumping site engineering permits and stabilization	$300,000
E	Caldwell_Bryant_Joes Fork	Stream debris removal	1,000	Woody debris is stream causing blockages including leaning trees	Debris removed from stream, burned on site, or removed from floodplain to private dumping site	$100,000
F	Dillard_Zacks Fork	Streambank Stabilization and debris removal	500	Some woody debris and streambank erosion with some debris from collapsed gazebo across stream	Stream debris removal and stabilization of streambank < 5 foot high	$150,000

G	Caldwell_Buffalo Creek Park	Stream debris removal, sediment removal, and stabilization including engineering and permits	900	Some woody debris and sediment loads in stream. Streambank has heavy erosion which destroyed park	Woody debris will be removed from floodplain and sediment loads will be removed or reused during stabilization of streambanks	$330,000
H	Caldwell_Burns_BC	Stream debris removal and stabilization including engineering	500	Some woody debris and sediment loads in stream. Streambank has heavy erosion	Woody debris will be removed from floodplain and sediment loads will be removed or reused during stabilization of streambanks	$165,000
I	Caldwell_4440_ Yadkin	Streambank Stabilization	400	streambank erosion of hay field due to flooding during Helene.	Streambank stabilization including permits and engineering	$125,000
J	Caldwell_Wilkinson_ Thunderhole	Streambank Stabilization	700	Old boulder-toe repair blown out in Helene and streambank needs stabilization	Streambank stabilization including permits and engineering	$104,820
K	Caldwell_Riandr	Streambank Stabilization and debris removal	300	streambank erosion and debris removal along back side of home	Streambank stabilization including permits and engineering	$126,500
L	Caldwell_Celia Creek_ Patton	debris removal and removal of leaning trees and beaver dam removal	500	Some debris in stream and several heavily leaning trees. If approved this project will protect a stream resotoration BMP and private bridge	Stream debris removal and removal of leaning trees and beaver trapping and dam removal	$0
M	Caldwell_Abington	Streambank Stabilizatic	2,700	streambank stabiliation of agricul	Streambank stabilization including permits and engineering	$613,716
N						
O						
P						
Y						
Z						
TOTALS:			10,800			$2,236,466

PROJECT TIMELINE

Time Period	Summary of Planned Work

Time Period	Include both on the ground work (such as when you anticipate debris removal starting and being completed), as well as all other work associated with your project, such as meetings with landowners, hiring contractors, acquiring permits, etc.
Q3 (July-Sept) 2026	026 and should be completed my July 1 ,2026 this includes 2 ACSP contracts. Stream debris removal projects will be next in line and Cal
Q4 (Oct-Dec) 2026	Caldwell SWCD will continue ROEs start contract bid process for debis removal project and debris removal will begin.
Q1 (Jan-Mar) 2027	Caldwell SWCD debris removal projects will be complete
Q2 (Apr-Jun) 2027	Caldwell SWCD will look into remaining funds for stabilzation projects and start the bidding process
Q3 (July-Sept) 2027	Bidding and construciton of stabilization projects will begin or continue
Q4 (Oct-Dec) 2027	If there are remaining funds still Caldwell SWCD will continue to stabilize streambanks across the county.
Q1 (Jan-Mar) 2028	Stabilization projects should be completed
Q2 (Apr-Jun) 2028	
Q3 (July-Sept) 2028	
Q4 (Oct-Dec) 2028	

Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

ATTACHMENT C: NC OPENBOOK SUPPLEMENTAL INFORMATION

INSTRUCTIONS: Complete the information below and return it to the Agreement Administrator identified in your original agreement cover sheet. This information must be submitted as part of your agreement. If you have questions, please contact the Agreement Administrator or the Alternate Contact as reflected in your agreement.

PURPOSE: Executive Order 4 was signed by the Governor of North Carolina in January 2009. This Executive Order requires certain information to be collected from Grantees to enhance accountability and transparency of State funds. Therefore, the information outlined below shall be submitted prior to the disbursement of any State funds by the North Carolina Department of Agriculture and Consumer Services.

Contract Number:	26-079-4026	Amendment Number:	
Grantee Name:	Caldwell County SWCD		
UEI Number:	HL4FGNJNGE97		
Tax ID Number:	56-6001967		
Fiscal Year End:	06/30		

1. Brief Description and Background/History of your Organization.

Items to include: The number of years in existence, number of employees, mission and goals of your organization.
Caldwell SWCD was chartered July 31, 1961. Mission statement: Caldwell SWCD promotes wise use and managemen
of our natural resources by providing educational information, dedicated and experienced leadership, and technical
excellance to landowners, land users, local interest groups, and community schools. Caldwell SWCD is committed to
providing equal services to all clients without regard to race, color, national origin, sex, religion, age, disability, political
beliefs, and marital or familial status.
Caldwell SWCD has 2 full time employees

2. Current project timeline. Begin May 1, 2026 End June 30, 2029

3. Expected outcomes and specific deliverables.

EXPECTED OUTCOMES AND SPECIFIC DELIVERABLES
(Example: Expected Outcome: Aquaculture operation will remain in business. Deliverable: Healthy food made available for human consumption.)
Funding from StRAP will be used to remove debris in local streams depositied through flooding from Hurricane
Helene. Debris removal from streams and floodplains will help reduce streambank degredation and reduce the

ATTACHMENT F: NC OPENBOOK SUPPLEMENTAL INFORMATION (Continued)

opportunity for debris to wash down and cause damage downstream. StRAP funds will also be use to stabilize streambanks across the county that have heavy erosion issues due to Hurricane Helene flooding. Stabilization will reduce runoff into streams which will improve water quality and will also keep land owners from losing property.

4. The Grantee's WEB URL: ~~Home Page | NC Agriculture~~ www.caldwellcountync.org

5. * Primary County of Performance. County Name: ~~Wake~~ Caldwell
   Congressional District #: ~~02~~ 05 ***(CONGRESSIONAL DISTRICT # MUST BE IDENTIFIED)***

6. **County of Benefit:

Single County:	☑ Yes	☐ No	County Name: Caldwell
Statewide:	☐ Yes	☐ No	
Regional:	☐ Yes	☐ No	

7. If the answer to question number 6 is "Regional", list the counties receiving benefit.

_____

_____

_____

Primary County of Performance: County in which grantee is located.
County of Benefit: Identified county or counties in which funding will be spent and/or food commodities will be received.

Signature Card

CONTRACT and FINANCIAL DOCUMENTS SIGNATURE CARD

INSTRUCTIONS:
Please read and fill in the required information for each field as applicable. Signatures must match the Contract signatures. A revised form must be submitted prior to processing any contractual documents, submitting "Request for Payments," or any other financial documents if the affixed signature(s) are no longer valid. This form may be duplicated if more than two people are signing for the organization.

SECTION I	
Date:	
Legal Applicant Organization/Agency Name:	Caldwell County SWCD
Federal Tax Identification Number:	56-6001967

SECTION II

CERTIFICATION:
By affixing my signature below, I certify that person(s) identified are designated as having legal signing authorization on behalf of the above named organization for the purposes of executing contractual documents as well as preparing, approving, and executing all financial documents to include "*Requests for Payments*." I understand the legal implications of all misrepresentation(s), which include but are not limited to defrauding the State of North Carolina and certify via my signature below, I have full authority to execute this Agreement on behalf of the named organization.

GOVERNMENT ENTITIES ONLY
(Must match Contract signature)

Authorized Government Official	**CFO, Controller, or Other Authorized Government Official**
Printed Name: Shane Fox	Printed Name: Anthony Helton
Title: County Manager	Title: CFO
Email Address: Shane.Fox@caldwellcountync.org	Email Address: thelton@CaldwellCountyNC.ORG
Signature:	Signature:

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 27, 2026	Economic Development	

AGENDA ITEM # 9

Utility Account Grant Application & Resolution — Airport Match Funds

BACKGROUND

The Utility Account, as authorized under N.C.G.S. 143B-437.01 of the Industrial Development Fund (IDF), provides grants to units of local government in the 80 lowest-ranked counties in the state to assist in job creation. IDF funds may be used for publicly owned infrastructure and for projects that are reasonably anticipated to create jobs.IDF grant funds could be used as matching funds for the Foothills Regional Airport Sewer Expansion Project (US-EDA grant-dependent). A pre-application was completed and submitted in May 2026. The county has been invited to submit a full grant application and, if awarded, could be eligible for up to $709,508. A 25% local match would be required, or $177,377.

Staff request the approval of the grant application as well as the attached resolution.

RECOMMENDED MOTION

I move to approve the IDF Utility Account grant application and resolution as presented.

BUDGET IMPACT

$177,377 if awarded both the IDF Utility Account Grant and the Federal EDA Grant.

APPROVED FOR BUDGET YEAR

Yes

ATTACHMENTS

1. UA-Program-Guidelines.2026_asPublished_040826
2. Resolution 16-2026 IDF FRA Sewer Extension

NORTH CAROLINA DEPARTMENT of COMMERCE

Industrial Development Fund-Utility Account

The Utility Account, as authorized under N.C.G.S. 143B-437.01 of the Industrial Development Fund, provides grants to units of local government of the 80 lowest ranked counties in the state to assist in job creation. The funds may be used for publicly owned infrastructure and are used for projects that are reasonably anticipated to result in the creation of jobs.

ELIGIBLE APPLICANTS

Eligible applicants are units of local government (units of local government are defined as municipal or county governments within the state of North Carolina) located within the 80 most distressed counties in the state, click for a list of Tier 1 and Tier 2 counties.

ELIGIBLE PROJECTS

Funds may be used for construction or improvements to water, sewer, gas, telecommunications, transportation infrastructure or electrical utility lines. To be eligible for funding, the infrastructure is required to be on the building site or if not located on the site, directly related to the operation of the specific industrial activity. The site must be publicly owned and there must be a reasonable expectation that jobs will be created as a result of the project being funded.

JOB CREATION REQUIREMENTS

- Applicants must show that the improvements will result in the creation of new, full-time jobs in the private sector within 24 months of the grant award. *Part-time, Full-Time Equivalents (FTE) positions, or contract and consulting jobs are ineligible.*
- If a specific named company has committed jobs, the company must agree to provide the local government and the Department of Commerce access to company employment records necessary to verify the creation of new jobs.
- Each position must be filled with one full-time employee. Full-time employment is defined as one person working at least 35 hours per week, whose wages are subject to withholding, and who is employed in a permanent position.
- Priority will be given to projects that offer higher salaries/wages and provide at least 50% employer-paid health benefits to employees.
- The company must pay North Carolina Unemployment Insurance on each employee for whom a job is committed.
- The company will be expected to maintain all existing full-time jobs in North Carolina reported at the time of application (baseline) plus create the new, full-time jobs committed.
- The baseline will be established using the most recently filed NCUI 101 Form filed with the NC Department of Commerce Division of Employment Security at the time of application submittal.
- To meet the terms of the grant the company must maintain the baseline number plus the new, full-time jobs concurrently for at least six consecutive months.

LOCAL GOVERNMENT REQUIREMENTS & LIABILITIES

- The local government will coordinate and oversee all aspects of the project, including the application process, contracting process, reporting requirements, payments, job verification, and loan repayment if required.
- The local government is required to analyze the participating company's financial and organizational strength regarding its ability to successfully meet the terms of the job creation and maintenance requirements, and the ability to meet the potential for repayment of loan funds.
- In the event the company defaults on the job commitment, the local government is required to repay the loan to Commerce irrespective of whether the funds are collected from the property/business owner.
- When the improvements are owned by the local government, state regulations regarding procurement, including N.C.G.S.14-234, are required.
- Local governments are subject to state audit and reporting requirements.

MATCH REQUIREMENTS

- A cash match equivalent to at least 25% of the grant amount is required for projects not located in one of the state's 25 most distressed counties.
- In-kind match is not allowable.

REPAYMENT REQUIREMENTS

- If job creation goals are not met, a pro-rata share of funds for each job not created must be repaid to the Department of Commerce by the local government.
- For projects involving a named company, the local government will secure the funds through a Legally Binding Commitment agreement executed between the local government and the company owner.

APPLICATION SUBMISSION

The program has a two step application process.

1. A Pre-application should be received approximately 30 days prior to the published date of the next scheduled Rural Infrastructure Authority (RIA) meeting. Upon receipt and review, a mandatory due diligence meeting will follow.
2. Full applications will only be invited if a successful pre-application is approved at the regularly scheduled RIA meeting.

RIA Meeting schedule:

- **June 18,2026**
- **August 20, 2026**
- **October 15, 2026**
- **December 10, 2026**
- **February 18, 2027**
- **April 15, 2027**
- **June 17, 2027**

**meetings generally take place the third Thursday every other month*

Email **heather.sains@commerce.nc.gov** for a pre-application or for further information.

RESOLUTION

16-2026

CALDWELL COUNTY
NORTH CAROLINA DEPARTMENT OF COMMERCE
FOOTHILLS REGIONAL AIRPORT INDUSTRIAL PARK SEWER EXTENSION PROJECT

BE IT RESOLVED, that a grant from the Department of Commerce through the County of Caldwell be made to assist the Foothills Regional Airport Industrial Park Sewer Extension Project.

BE IT FURTHER RESOLVED, that Caldwell County will administer this grant in accordance with the rules and regulations of the Department of Commerce.

BE IT FURTHER RESOLVED, that Caldwell County will administer this grant through the County Finance Office.

BE IT FURTHER RESOLVED, that the grant will be monitored quarterly to assure compliance with this proposal and the Department of Commerce regulations.

BE IT FURTHER RESOLVED, that the amount of the grant application will be $709,508.00.

ADOPTED this 27th day of July 2026.

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

Attest:

_____
Tasha Brown, Clerk to the Board

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 27, 2026	Economic Development	

AGENDA ITEM # 10

ARC Grant Application — Lower Cedar Valley Project

BACKGROUND

The Appalachian Regional Commission (ARC) is a federal-state partnership that promotes economic development across 423 counties in the 13-state Appalachian region. The ARC's mission is to innovate, partner, and invest to build community capacity and strengthen economic growth in Appalachia. Staff completed a pre-application in April 2026 and have since been invited to complete a full grant application for the Lower Cedar Valley Road Industrial Park. Staff is requesting $688,500 to support engineering design and early site work, including demolition and removal of the existing structure, clearing and grubbing, erosion control measures, installation of stream-crossing infrastructure, mass grading, and connection to an existing water tap. If awarded, a $688,500 county match would be required and could be funded from Sales Tax Reinvestment or other Economic Development Funds.

RECOMMENDED MOTION

I move to approve the ARC grant application for the Lower Cedar Valley Industrial Park project as presented.

BUDGET IMPACT

$688,500 to be paid from Sales Tax Funds or other Economic Development Funds.

APPROVED FOR BUDGET YEAR

Yes

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 27, 2026	Sheriff's Office	

AGENDA ITEM # 11

Governors Crime Commission Grant 2000087726– Caldwell County Drug Court Program

BACKGROUND

The application was written back in February to help with the current costs of the drug treatment court. Grant funds will support expansion of services, including increased peer support capacity, enhanced supervision, and targeted risk assessment to reduce incarceration and improve public safety.

RECOMMENDED MOTION

Approval to accept the grant.

BUDGET IMPACT

The grant is in the amount of $200,000 and a zero match. The application will be for reimbursement on expenses made for the current drug court.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 27, 2026	Administration	

AGENDA ITEM # 12

Emergency Services - Conveyance of Surplus Property

BACKGROUND

The Emergency Services Department is requesting 4 vehicles to be surplused. They are as follows;

2019 Ford F-150 VIN Number 1FTEW1P45KKD57703 Mileage 165,240
2012 Chevrolet 1500 VIN Number 1GCRKPEA4CZ290108 Mileage 153,765
These vehicles have surpassed the mileage threshold for County vehicles, and the department requests the sale of these 2 vehicles on GovDeals.

Resolution 13-2026 conveys the following personal property to Avery County for the sum of $1.00 to be used for public purposes as permitted according to N.C.G.S. 160A-280.
2016 Ford Expedition VIN Number 1FMJU1JT4GEF27295 Mileage 172,624

Resolution 14-2026 conveys the following personal property to Kings Creek Fire Department for the sum of $1.00 to be used for public purposes as permitted according to N.C.G.S. 160A-280.
2020 Ford F-150 VIN Number 1FTEW1P45LKD34326 Mileage 150,257

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Resolution 13-2026 Conveyance of Personal Property to Avery County
2. Resolution 14-2026 Conveyance of Personal Propety to Kings Creek Fire Dept

RESOLUTION

13-2026

Resolution Approving Conveyance of Personal Property to a Governmental Entity in North Carolina Pursuant to G.S. 160A-280

WHEREAS, Caldwell County is the owner of a 2016 Ford Expedition with VIN number 1FMJU1JT4GEF27295; and

WHEREAS, this vehicle is currently in the Emergency Services fleet and has 172,624 miles on the odometer; and

WHEREAS, Caldwell County has determined that the personal property described above is surplus, obsolete, or unused; and

WHEREAS, North Carolina General statute, section 160A– 280 authorizes the County to make such a donation, if authorized by the Commissioners by Resolution adopted at a regular meeting of the Board.

WHEREAS, Caldwell County agrees to convey this personal property "AS IS" for the sum of $1.00 to Avery County, for the intended public use of this property in the service of all Avery County citizens; and

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

NOW THEREFORE, THE BOARD OF COMMISSONERS RESOLVE THAT:

1) The Caldwell County Emergency Services Department is authorized to donate the 2016 Ford Explorer aforementioned to Avery County for the sum of $1.00 for public service; and
2) The County Manager is authorized to execute all documents necessary to convey title to aforementioned personal property, with the caveat that any proceeds generated from sale be returned.

Adopted this the 27th, day of July 2026.

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

_____
Cindy Turbyfill, County Manager
Avery County

ATTEST:

_____
Tasha Brown, Clerk to the Board

RESOLUTION

14-2026

Resolution Approving Conveyance of Personal Property to a Governmental Entity in North Carolina Pursuant to G.S. 160A-280

WHEREAS, Caldwell County is the owner of a 2020 Ford F-150 with VIN number 1FTEW1P45LKD34326; and

WHEREAS, this vehicle is currently in the Emergency Services fleet and has 150,257 miles on the odometer; and

WHEREAS, Caldwell County has determined that the personal property described above is surplus, obsolete, or unused; and

WHEREAS, North Carolina General statute, section 160A– 280 authorizes the County to make such a donation, if authorized by the Commissioners by Resolution adopted at a regular meeting of the Board.

WHEREAS, Caldwell County agrees to convey this personal property "AS IS" for the sum of $1.00 to Kings Creek Fire Department, for the intended public use of this property in the service of Caldwell County citizens; and

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

NOW THEREFORE, THE CALDWELL COUNTY BOARD OF COMMISSONERS RESOLVE THAT:

1) The Caldwell County Emergency Services Department is authorized to donate the 2020 Ford F-150 aforementioned to Kings Creek Fire Department for the sum of $1.00 for public service; and
2) The County Manager is authorized to execute all documents necessary to convey title to aforementioned personal property, with the caveat that any proceeds generated from sale be returned.

Adopted this the 27th, day of July 2026.

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

_____
Christopher Burks, Chief
Kings Creek Fire Department

ATTEST:

_____
Tasha Brown, Clerk to the Board

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 27, 2026	Public Library	

AGENDA ITEM # 13

NC Cardinal Memorandum of Agreement FY 2026 - 2027

BACKGROUND

This MOA is the yearly agreement between the North Carolina Department of Natural and Cultural Resources, the State Library of North Carolina, and the Caldwell County Public Library that allows access to a single, shared online catalog that expands resource sharing and cooperative services among public libraries and delivers faster access to a greater number and variety of resources for library patrons.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. NC Cardinal MOA FY 2026-2027

June 4th, 2026

Greetings,

Thank you for being a member of the NC Cardinal Consortium. The NC Cardinal Memorandum of Agreement (MOA) for FY2026–2027 is attached.

Please sign with ink and send the signed document to one of the following addresses:

If USPS:

State Library of NC
Attn: Benjamin Murphy
4640 Mail Service Center
Raleigh, NC 27699-4600

If FedEx or UPS:

State Library of NC
Attn: Benjamin Murphy
109 E. Jones Street
Raleigh, NC 27601

After your signed MOA is received, it will be sent to the State Librarian of North Carolina and our Department officials for signature.

Once the agreement has been fully fulfilled by all parties, you will receive an email containing:

- Your invoice for Fiscal Year 2026–2027
- A copy of the fully signed NC Cardinal Memorandum of Agreement

If you have any questions or concerns, please reach out before the agreement is carried out. You may contact Benjamin Murphy at Benjamin.Murphy@dncr.nc.gov.

Best regards,
Sarah Witty

Office Manager
Library of North Carolina
NC Department of Natural and Cultural Resources
919-814-6783 | sarah.witty@dncr.nc.gov | sladmin@dncr.nc.gov

State of North Carolina
County of Wake

North Carolina Department of Natural and Cultural Resources
NC Cardinal Memorandum of Agreement
Contract Number 3336

This Agreement is hereby made between the North Carolina Department of Natural and Cultural Resources, on behalf of the Library of North Carolina, 109 East Jones Street, Raleigh, NC (hereinafter referred to as the "Department") and the Caldwell County Public Library, 120 Hospital Ave Lenoir, NC 28645 (hereinafter referred to as "Library" and together, the "Parties").

WHEREAS, NC Cardinal is a project of the Library of North Carolina, conducted with North Carolina public libraries, whereby North Carolina public libraries share an online catalog and integrated library system ("ILS"), and share resources with other member libraries; and

WHEREAS, this collaboration leverages federal and local funds to achieve operational efficiencies and cost savings for public libraries and provide for more effective use of public resources; and

WHEREAS, the use of a single, shared online catalog expands resource sharing and cooperative services among public libraries and delivers faster access to a greater number and variety of resources for library patrons;

NOW, THEREFORE, the Parties hereto, desiring to further the goals of and access to NC Cardinal upon the terms set forth below, do hereby agree as follows:

I. NC Cardinal Program Requirements

While the Library retains autonomy over its local operations, participation in NC Cardinal requires collaboration in developing common policies and shared decision making. For acceptance into and continuing participation in NC Cardinal, the Library agrees to abide by the NC Cardinal Bylaws (Attachment A) and any subsequent amendments thereto, and adhere to the following terms and conditions:

A. General Terms and Conditions

The Library shall:

1) Comply with NC Cardinal policies, procedures, and protocols, including regulations approved by the Library of North Carolina and policies of the NC Cardinal Governance Committee;
2) Connect to the NC Cardinal network exclusively with equipment that is compatible with NC Cardinal;
3) Support the development and implementation of electronic and physical delivery of NC Cardinal materials and services to other members of NC Cardinal;
4) Provide in-person services to patrons of all NC Cardinal libraries in the same manner as to the Library's own patrons and local residents;
5) Refrain from making internal policy changes that would adversely affect other NC Cardinal libraries;
6) Provide Library representation at NC Cardinal General Membership meetings;
7) Provide Library representation and service to committees, task forces, and forums sponsored by the NC Cardinal Governance Committee;
8) Ensure Library personnel participate in appropriate training and continuing education programs;

9) Allow use of the Library's name in NC Cardinal official documents and informational sites; and
10) Adhere to the NC Cardinal membership policies as defined in Appendix A: Bylaws, Section 2, Membership.

B. Data Terms and Conditions

The Library shall:

1) Input, maintain, and share bibliographic holdings with all NC Cardinal libraries;
2) Comply with the NC Cardinal Cataloging Best Practices and procedures for item and patron records prior to migrating data into NC Cardinal (found at https://nccardinalsupport.org);
3) Input newly acquired holdings according to the NC Cardinal Cataloging Best Practices ;
4) Input, maintain, share, and keep patron records confidential according to applicable federal and State laws, including N.C.G.S. § 125-19;
5) Restrict the ability to create data records and other catalog-related activity in NC Cardinal to authorized and NC Cardinal certified personnel;
6) Enter accurate information for all NC Cardinal transactions and statistics;
7) Agree to and adhere to the GNU General Public License for Evergreen software, a copy of which may be found at the following internet address: https://git.evergreen-ils.org/?p=Evergreen.git;a=blob;f=LICENSE.txt;hb=HEAD; and
8) Make no changes to the Evergreen software code other than alterations of bibliographic holdings data.

C. Lending and Resource Sharing Terms and Conditions

The Library shall:

1) Follow the NC Cardinal resource sharing policies and Cataloging Best Practices ;
2) Lend Library materials to patrons of NC Cardinal libraries in the same manner as to the Library's own patrons and local residents. (This does not preclude charging standard Interlibrary Loan ("ILL") fees if the loan is transacted through ILL rather than in person.); and
3) Begin sharing Library resources with other NC Cardinal libraries through the Resource Sharing mechanism within two (2) months of the Library's "go-live" date with NC Cardinal.

II. Governance Committee

A. The Governance Committee provides guidance to the Library of North Carolina in terms of communications, organizational structure, review of NC Cardinal Bylaws and Memoranda of Agreement, and the recommendation of cost sharing and common, consistent policies.

B. The Library of North Carolina has final decision-making authority for all matters pertaining to NC Cardinal and may override a recommendation of the Governance Committee that is determined to be:

1) detrimental to the majority of NC Cardinal libraries;
2) not cost-effective to implement;
3) adversely impacting NC Cardinal project management and support operations; or
4) negatively received by NC Cardinal's hosting vendor or the Evergreen Community at large.

III. Financial Responsibilities

A. NC Cardinal is a project of the Library of North Carolina, supported by grant funds from the Institute of Museum and Library Services under the provisions of the Federal Library Services and Technology Act ("LSTA"). As such, the Department retains final financial decision-making authority for all matters pertaining to the NC Cardinal ILS and its users.

B. The Department shall fund the migration costs associated with migrating from the Library's current ILS into the NC Cardinal ILS. The Department shall also fund Branch Costs and Shared ILS Costs associated with the Base Level Access, as defined below, for the Library's participation in NC Cardinal during the State Fiscal Year (July 1 – June 30) of the Library's migration and one (1) additional State Fiscal Year. "Base Level Access" means access to and use of the NC Cardinal ILS software, hardware maintenance, hardware administration, database administration, Standard Internet Protocol ("SIP") services, software upgrades, second-level system support, integral components, and tools related to the statewide resource sharing distribution system.

C. Additionally, the Department shall fund and manage the following aspects of NC Cardinal:

1) project administration, including project oversight, project schedule development, vendor negotiations and contract administration, budget forecasting, migration management, development and maintenance of communications channels, and coordination of NC Cardinal Committees.

2) first-line software support, including maintaining a help ticket system, providing remote or onsite assistance, training, and facilitating communications with second-level vendor support.

3) resource sharing services, including delivery system administration, training, vendor communications, and problem resolution.

D. Beginning in the third fiscal year of the Library's participation in NC Cardinal, the Library shall be required to pay annual Branch Costs and Shared ILS Costs ("Annual Costs") for Base Level Access to the NC Cardinal ILS. The Library's Annual Costs shall be calculated as described in Attachment B – NC Cardinal Annual Costs by Library.

F. Non-optional third-party services may be required to support the NC Cardinal ILS and may incur additional annual costs to the Library. Non-optional third-party services must be agreed to by a two-thirds majority of all NC Cardinal libraries and approved by the Library of North Carolina's NC Cardinal Program Manager. Written notification of the implementation of non-optional third-party services shall be given to all NC Cardinal libraries on or before December 31 of each year. The new third-party service shall become effective July 1 of the following State Fiscal Year. The Library's annual third-party service costs shall be calculated based upon the following formula:

% of Active Items * Total Annual Service Cost.

G. The Library shall pay its Annual Costs and any third-party vendor service costs within thirty (30) days of receipt of the Library of North Carolina's annual invoice, as detailed in Attachment B.

H. Optional third-party services that do not directly support NC Cardinal ILS maintenance may be added in accordance with NC Cardinal's Third-Party Hardware and Software Policy. The Library shall not implement optional third-party services that may adversely affect other NC Cardinal libraries.

I. The Library shall comply with the provisions of subscription agreements made by the Department on behalf of NC Cardinal libraries and shall accept responsibility only for the actions of the Library's own employees related to those agreements.

IV. Availability of Funds

All terms and conditions of this Agreement are dependent upon and subject to the allocation of funds for the purposes set forth and this Agreement may, in the Department's sole discretion, automatically terminate, if funds cease to be available. The Department will provide prompt written notice to the Library if the Agreement is terminated in accordance with this Section. Upon receipt of the notice of termination, the Library shall immediately proceed with the withdrawal process from NC Cardinal as outlined herein.

V. Term and Termination of Agreement

A. This Agreement shall be effective July 1, 2026, and shall terminate June 30, 2027, unless sooner terminated as set forth herein.

B. Upon the expiration of the term of this Agreement or receipt of notice of termination, the Library shall immediately proceed with withdrawal from NC Cardinal as outlined herein. Upon completion of withdrawal, this Agreement shall terminate.

VI. Default

A. A violation of any provision, policy, or requirement that is not corrected by the Library to the Department's satisfaction within sixty (60) days after written notice by the Department shall constitute default under the terms of this Agreement. If default occurs, the Department may, in its sole discretion, terminate the Library's participation in NC Cardinal by sending written notice of termination to the Library. The termination shall be effective at the end of this Agreement's term.

B. Upon receiving notice of termination from the Department, the Library shall proceed with withdrawal from NC Cardinal as outlined herein.

VII. Withdrawal from NC Cardinal

A. In accordance with Attachment A, the Library shall have the right to withdraw from NC Cardinal by giving written notice on or before December 31, 2026. The withdrawal shall be effective at the end of the Agreement's term, at which time this Agreement shall terminate.

B. If (1) a branch library chooses to separate from a Library that is a continuing member of NC Cardinal; or (2) a county library chooses to separate from a regional library system that is a continuing member of NC Cardinal, the separating library may withdraw from participation in NC Cardinal by giving written notice to the Department and the Library from which it is separating. Within two (2) months of receipt of written notice of separation, the separating library's first data extract will be provided. Within five (5) months of receipt of written notice of separation, the separating library's final data extract will be provided, completing withdrawal for that branch or county library.

C. In the event of the Library's withdrawal,
   1) the Library shall:
      a. lose all rights and benefits to NC Cardinal service delivery and governance;
      b. have their patrons withdrawn from NC Cardinal resource sharing, delivery systems, and cooperative fine and fee processes;
      c. have sole responsibility for replacement of all services provided through NC Cardinal and the Department's subscription agreements;
      d. have sole responsibility for notifying its third party software vendors of the Library's effective date of withdrawal from NC Cardinal;

e. pay the cost to remove the Library's complete policy set, circulation rules, hold policies, library settings, staff accounts, item records, and patron records from NC Cardinal at the current rate of its hosting vendor;
f. not be required to return LSTA grant monies so long as the Library is in full compliance of LSTA grant requirements; and
g. not receive a refund for any portion of annual Branch Costs and Shared ILS Costs or third-party vendor costs paid by the Library.

2) the Department shall:
   a. discontinue NC Cardinal funding and services for the Library on the designated termination date; and
   b. provide up to two (2) data export files of the Library's bibliographic, item, patron, and circulation data at no cost to the Library prior to the designated termination date.

VIII. Amendment

This Agreement may only be amended by a written, duly executed amendment by both Parties.

IX. Notices and Agreement Administrators

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving written notice to the other Party within thirty (30) calendar days of such change. The Library's Agreement Administrator shall be available by phone, facsimile, or e-mail, upon twenty-four (24) hours' notice during business hours.

Agreement Administrator for the Library

For All Day-To-Day Activities	For All Other Agreement Issues
Name: Janet Fore Title: Library Director Address: 120 Hospital Ave Lenoir, NC 28645 Telephone: 828-757-1288 Facsimile: E-mail: jfore@caldwellcountync.org	Name: Janet Fore Title: Library Director Address: 120 Hospital Ave Lenoir, NC 28645 Telephone: 828-757-1288 Facsimile: E-mail: jfore@caldwellcountync.org

Agreement Administrators for the Department

For All Day-To-Day Activities	For All Other Agreement Issues

Benjamin Murphy Manager, NC Cardinal Program (USPS) 4640 Mail Service Center Raleigh, NC 27699-4600 (FedEx, UPS) 109 E. Jones Street Raleigh, NC 27601 Telephone: (919) 814-6797 Facsimile: (919) 733-8748 E-mail: benjamin.murphy@dncr.nc.gov	Cynthia Armes Director of Procurement and Contract Monitoring NC DNCR, Purchasing Office 109 E. Jones Street Raleigh NC 27601 Telephone: (919) 814-6728 Facsimile: (919) 733-6993 E-mail: cynthia.armes@dncr.nc.gov

X. Care of State Property

The Library agrees that it shall be responsible for the proper custody and care of any Department property furnished to the Library for use in connection with the performance of this Agreement or purchased by the Library for this Agreement and will reimburse the Department for loss of damage of such property. In the event of termination of this Agreement, the Library shall return all Department property furnished to it in connection with the performance of this Agreement by the effective date of termination.

XI. Access to Persons and Records

The State Auditor, DNCR Internal Auditors, the joint Legislative Commission on Governmental Operations (as well as applicable legislative employees), and any other authorized State entity shall have access to persons and records related to this Agreement to verify accounts and data affecting fees or performance under this Agreement, as such access is required under North Carolina law (including but not limited to N.C.G.S. §§ 143-49(9) & 147-64.7).

XII. Assignment

None of the Library's duties and responsibilities included herein may be assigned or delegated to a third party without prior written consent of the Department.

XIII. Compliance with Laws

All Parties to this Agreement shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to its conduct and to the administration of this Agreement.

XIV. Severability

In the event that a court of competent jurisdiction holds that a provision or requirement of this Agreement violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Agreement shall remain in full force and effect.

XV. Waiver

A failure of either Party to insist upon strict enforcement of any term or provision or to exercise any right, option, or remedy of this Agreement, or to require, at any time, performance of any provision hereof, shall not be construed as a waiver of any such term or provision. No waiver by either Party of any term or provision hereof shall be binding unless made in writing and signed by the other, approving party.

XVI. Agreement Documents

This Agreement shall consist of the following documents in order of highest to lowest precedence:

A. Amendments to this Agreement, if any;
B. This Agreement;
C. Attachment A: NC Cardinal Bylaws
D. Attachment B: NC Cardinal Annual Costs by Library

In the event of a conflict between or among the terms of the Agreement Documents, the Agreement Document with the highest precedence shall control.

XVII. Governing Law

This Agreement shall be governed by the laws of the State of North Carolina. The Parties agree that the proper venue of this Agreement, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement of this Agreement, shall be determined.

XVIII. Entire Agreement

This Agreement, any exhibits and attachments affixed hereto, and any documents specifically incorporated by reference represent the entire Agreement between the Parties and supersede all prior oral or written statements or agreements as to the subject matter discussed herein. There are no promises, terms, conditions, or obligations other than those contained in this Agreement, and this Agreement shall supersede all previous communications, representations, or agreements between the Parties as to the subject matter discussed herein.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Library and the Department have each executed this Agreement in duplicate originals.

Caldwell County Public Library

Janet Fore — 6/19/26

Janet Fore
Library Director — Date

Randy T. Church
Chairman, Caldwell County Board of Commissioners — Date

Library of North Carolina

Michelle Underhill
State Librarian — Date

North Carolina Department of Natural and Cultural Resources

Margrette Thompson
Chief Deputy Secretary — Date

Approved as to the Availability of Funds

Budget Code: 4600 / 105132/ 4600487

Brett Altman
Chief Financial Officer — Date

Cynthia Armes
Director of Procurement and Contract Monitoring — Date

Attachment A: NC Cardinal Bylaws

August 2019

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Section 1: Name and Mission

1. The name of this organization shall be NC Cardinal. NC stands for North Carolina.
2. The purpose of NC Cardinal is to provide North Carolina residents greater access to public resources.

NC Cardinal is a partnership between the State Library of North Carolina and North Carolina public library systems. NC Cardinal uses an open-source integrated library system (ILS) to expand resource sharing and cooperative services development through a single, shared online catalog.

Section 2: Membership

Members are those eligible organizations that have submitted applications and been approved by the State Library. NC Cardinal is supported by the Library Services & Technology Act (LSTA) grant program which, in turn, supports the implementation of North Carolina's current LSTA Five-Year Plan. LSTA funds are awarded to the State Library of North Carolina by the Institute of Museum and Library Services (IMLS).

NC Cardinal Member Libraries must agree to:

1. participate in NC Cardinal and share their bibliographic and patron databases;
2. participate in NC Cardinal decision making and abide by Governance Committee decisions;
3. participate in resource sharing and provide in-person services to all patrons of NC Cardinal libraries in the same manner as to their own patrons; and
4. allow the use of the library name in NC Cardinal official documents and informational sites.

Section 2a: Application for Membership

Prospective members may join NC Cardinal by submitting an NC Cardinal Grant Application. Applicants should understand the annual State Library of North Carolina's LSTA General Information & Provisions and the Program-Specific Information & Guidelines.

Qualifications

To be eligible for participation in NC Cardinal, public libraries must:

1. qualify for grants from the Aid to Public Libraries Fund; and
2. meet basic hardware and network speed requirements.

Approval of Application

The State Library of North Carolina may review and approve membership based upon funding and resource capacity, may refuse an application for membership, or may postpone consideration of an application for membership.

Upon approval, the applicant library must execute the NC Cardinal Memorandum of Agreement and adopt the NC Cardinal Bylaws. Failure to do so will disqualify the applicant from participation in NC Cardinal. The State Library may provide funds for the library to migrate its automated system data into NC Cardinal, to receive training in using NC Cardinal, to access the NC Cardinal services subscription, and to make other expenditures determined by the State Library to be necessary for a successful migration.

In the event that funds or program capacity are not available to support all public libraries that apply, applicants will be selected based on the following criteria:

1. expiration date of the library's automated system contract;
2. scope and complexity of the library's migration requirements; and
3. other circumstances affecting the library as determined by the State Library.

Section 2b: Membership Activation

Membership is effective on the date the NC Cardinal Memorandum of Agreement is fully executed.

Section 2c: Member Withdrawal

Prior to terminating or taking action to withdraw from NC Cardinal, the Member Library shall discuss their intentions with authorized representatives of the State Library and the NC Cardinal Governance Committee. Critical issues that the Member Library believes justify such withdrawal must be presented in written form. If discussions with the State Library and the NC Cardinal Governance Committee do not resolve the issues to the Member's reasonable satisfaction, the Member Library shall have the right to discontinue participation in NC Cardinal by giving written notice on or before December 31 to the State Library, subject to the terms and conditions of the Memorandum of Agreement.

Section 2d: Effective Date of Withdrawal

The membership of a Member Library giving written notice on or before December 31 will cease on June 30 of the following year.

Section 2e: Default

A violation of any provision, policy, or requirement that is not corrected by the Member Library within sixty (60) days after written notice by the State Library will constitute default under the terms of their executed NC Cardinal Memorandum of Agreement and these Bylaws, subject to the terms and conditions of the Memorandum of Agreement.

Section 2f: Electronic Balloting

At the discretion of the State Library or by a consensus vote of the Governance Committee, electronic balloting may be employed for consortium-wide votes. Notice of issues for electronic ballot must be electronically emailed to each member of the Governance Committee no less than one (1) week prior to the designated "ballot start time." Electronic balloting may proceed after approval by the Governance Committee.

Section 3: Governance Committee

The Governance Committee provides guidance to the State Library of North Carolina in terms of communications, organizational structure, review of NC Cardinal Bylaws and Memorandum of Agreement, cost sharing policies, and the approval of common, consistent policies. Powers and Authority for this committee are outlined in Section 3h, Powers and Authority.

Section 3a: Number and Composition

The Governance Committee shall consist of five (5) members from participating NC Cardinal Libraries and two (2) members from the State Library: the NC Cardinal Program Manager and a representative from the Library Development Section. Governance Committee members must be selected from the Senior Management staff of Member Libraries.

NC Cardinal Member Library representation on the Governance Committee shall be composed of:

1. one (1) member from a Municipal library;
2. one (1) member from a County library;
3. one (1) member from a Regional library; and
4. two (2) members at large.

If the requirement for a member from at least one of each library type is unable to be filled, a temporary member could be added for a one year term, until the next election of members.

Section 3b: Nomination

At least sixty (60) days prior to the NC Cardinal General Membership Meeting, the Governance Committee must appoint a Nominations Committee of two (2) or more Members who are not seeking election. The Nominations Committee is required to receive and coordinate nominations for election to the Governance Committee.

Section 3c: Election

An election of Governance Committee members must be held at an NC Cardinal General Meeting to replace those members whose terms of office have expired or will expire at the end of the meeting.

Section 3d: Terms

A term of office shall be two (2) years, to commence at the beginning of the next Quarter after the election with the exception of the first year. Following the election, an announcement of the newly elected officers will be sent to the membership promptly. Committee members may serve two (2) consecutive terms with a two-thirds (2/3) majority vote of the membership. Committee appointments shall be staggered to promote consistency as well as to accommodate change.

Section 3e: Vacancies

Vacancies on the Governance Committee shall be filled by appointment by the Governance Committee until the next election of members. Appointments are for the remainder of the replaced member's term.

Section 3f: Meetings of Governance Committee

The Governance Committee shall hold at least two meetings per year, with other meetings scheduled as needed. At least thirty (30) days in advance, the General Membership shall be notified of Governance Committee meetings. Governance Committee meetings are closed, and attendance is limited to Governance Committee members, designated representatives of member library systems and invited guests.

Additional meetings may be scheduled:

1. at the request of the State Library;
2. at the request of two Governance Committee members; or
3. upon receipt of a written request signed by at least fifty (50) percent of the membership.

At least one (1) annual meeting will be held for the General Membership. Members will be notified at least thirty (30) days in advance of the annual meeting. Minutes of meetings shall be kept and distributed to the membership.

Section 3g: Attendance

It is expected that Governance Committee members will attend all meetings in person. If a Governance Committee member cannot attend a Committee meeting, the member may make advance arrangements with the NC Cardinal Program Manager and the hosting site to participate electronically, by conference call or other technology.

Governance Committee members will not send a representative to the meeting as a substitution.

If a Governance Committee member cannot actively participate in more than two (2) consecutive meetings, the member may be replaced for the duration of their term by appointment of the other members of the Governance Committee.

Section 3h: Powers and Authority

The Governance Committee shall provide counsel and support to the State Library of North Carolina and Member Libraries in the operation of NC Cardinal by:

1. recommending policy;
2. monitoring current research and trends to determine the best practices;
3. communicating to the entire membership; and
4. reviewing and discussing recommendations from other NC Cardinal Committees and providing a final recommendation.

Topics may cover a wide range of subjects, including information technology, vendor purchases, upgrades, enhancements, support, membership costs, and budget considerations.

NC Cardinal Member Libraries will act upon recommendations approved by the Governance Committee.

Section 3i: Voting

Only Governance Committee members may vote at a Governance Committee meeting. Each Governance Committee member has one (1) vote. This vote must be cast in person. Proxy representation and proxy voting are not allowed. If an elected member cannot attend a Committee meeting, the member has the option of making advance arrangements with the NC Cardinal Program Manager to participate via technology, or forfeit the right to vote at the meeting. A two-thirds (2/3) majority vote among Governance Committee members is required to pass a policy or recommendation.

Section 3j: Non-voting Members

The NC Cardinal Program Manager shall be a non-voting member.

Section 3k: Appeal Process

A Member Library(ies) may request reconsideration of a decision made by the NC Cardinal Governance Committee. A written request for reconsideration must be submitted within fourteen (14) days of the Committee decision. The appeal must include a justification for submitting the request for reconsideration, with supporting facts, and be signed by the submitting Member Library(ies). The Governance Committee will review the request for reconsideration within fourteen (14) days of submission. A written notice of action and/or decision will be distributed by the Governance Committee to the appealing Member Library(ies).

Section 3l: Removal

Should it become necessary to dissolve the Governance Committee, a two-thirds (2/3) majority vote of no-confidence from the NC Cardinal membership shall dissolve the Governance Committee. Should the Governance Committee be dissolved, a nominating committee selected from the membership shall propose new candidates.

Section 4: Working Committees

Category-specific NC Cardinal task forces/committees, for example Cataloging or User Experience, will submit recommendations for approval to the Governance Committee. These recommendations will be voted upon for implementation. Voting will adhere to the procedures as outlined Section 3i of these Bylaws.

Section 4a: Creation of Working Committees

Recommendations for new committees are submitted by NC Cardinal Member Libraries directly to NC Cardinal Program Staff or the NC Cardinal Governance Committee. Requests for project- or category-specific committees will be vetted and approved by the NC Cardinal Governance Committee. Committee member nominations will be solicited from Member Library Directors. Final member selections will be determined by NC Cardinal Program Staff according to the following composition:

1. at least one (1) member from a Municipal library;
2. at least one (1) member from a County library;
3. at least one (1) member from a Regional library; and
4. other members by level of expertise in the project- or category-specific area.

If the requirement for a member from at least one of each library type is unable to be filled, a temporary member could be added for a one year term, until the next election of members.

Section 5: Amendment of Bylaws

The NC Cardinal Bylaws may be amended at any time by a two-thirds (2/3) majority of vote of Member Libraries. Thirty (30) days prior written notice shall be given to Member Libraries of any proposed amendment. Proposed amendments may originate from the NC Cardinal membership with signatures from one-third (1/3) of the Member Libraries.

The Bylaws shall be reviewed every two (2) years by the NC Cardinal Governance Committee at the beginning of new Committee appointments. The Committee shall recommend any modifications and submit the Bylaws for review and renewal to the Member Libraries with thirty (30) days written notice for a vote to extend or rescind the agreement.

Section 6: Definitions

Library System	The organization unit as defined by the Evergreen Software, to be distinguished from branches, book mobiles, etc.
Member Library	A library system that participates in the NC Cardinal program.

Attachment B – NC Cardinal Annual Costs by Library
State Fiscal Year 2026-2027

Annual Cost Calculations

A. During the State Fiscal Year (July 1 – June 30) of the Library's migration (year one), the incoming Library shall incur no Branch Costs or Shared ILS Costs. The State Library of North Carolina shall cover the Library's portion of Branch Costs and Shared ILS Costs for the first full fiscal year following migration (year two). The Library shall fund its portion of Branch Costs and Shared ILS Costs for Base Level Access to the NC Cardinal ILS beginning with year three of participation in NC Cardinal.

B. Base Level Access includes access to and use of the NC Cardinal Integrated Library System (ILS) software, hardware maintenance, hardware administration, database administration, Standard Internet Protocol (SIP) services, software upgrades, second-level system support, integral components, and tools related to the statewide resource sharing distribution system.

C. A member Library's annual costs for membership in NC Cardinal shall be calculated based upon the following formula:

Consortial Shared Costs Calculations:

Total Branch Costs	=	50% of Total Consortial Shared Costs
Shared ILS Costs	=	50% of Total Consortial Shared Costs

Library System Costs Calculations:

	Library's Portion of Total Branch Costs	(described in section F)
+	Library's Portion of Shared ILS Costs	(described in section G)
	Total Library Costs	

D. **Total Consortial Shared Costs** are the program costs shared among members to support and administer the shared ILS software and hardware. These fees provide for:

1) maintenance for server administration;
2) implementation of software upgrades;
3) maintenance of database storage performance optimization;
4) upgrade of server configuration; and
5) support of software issues and problem resolution.

E. Total Consortial Shared Costs are then divided into two equal parts:

1) **Total Branch Costs** are divided equally among all qualifying library branches in the consortium.
2) **Shared ILS Costs** are divided among member libraries according to the calculations described in Section G.

F. The **Library's Portion of Branch Costs** is composed of the Cost per Branch multiplied by the number Qualifying Branches in that Library System.

1) The **Cost per Branch** is the Total Branch Costs divided by the total number of Qualifying Branches throughout the consortium.
2) A **Qualifying Branch** meets the following criteria:
   a. Is open more than 18 hours per week;
   b. Stores and circulates items to the general public; and
   c. Acts as a circulating branch as their primary responsibility.
3) Library outlets that are not qualifying branches will not incur the annual fee.

G. The **Library's Portion of Shared ILS Costs** is calculated using an income equalization factor in alignment with the formula used to allocate Aid to Public Libraries funds (State Aid). The Per Capita Income of the library's service area (C) is compared to the State's Per Capita Income (B) to generate a ratio of State PCI to service area PCI (D). That ratio is multiplied by the population of the library's service area (A), giving an Adjusted Population Size (E). The Adjusted Population Size of all Cardinal libraries are added up to find the Consortium Adjusted Population (F). The total Shared ILS Costs are divided up amongst the Consortium Adjusted Population, giving a Cost Per Population (H). That amount is then multiplied by the Adjusted Service Area Population for the library to calculate the Library's Portion of Shared ILS Costs (I). These calculations are based on the most recently available figures for population and PCI. Potential year to year increases in Library's Portion of Shared ILS Costs will be capped at 15%.

H. The Library will receive an Annual Invoice each fiscal year listing Total Library Costs. Payment is due within ninety (90) days from the date of the invoice. Please make checks payable to "NC Dept of Natural & Cultural Resources." Once prepared, please send the payment to one of the following addresses based on your preferred courier service:

If using USPS:	If using FedEx or UPS:
Dept. of Natural and Cultural Resources	Dept. of Natural and Cultural Resources
Attn: Benjamin Murphy	Attn: Benjamin Murphy
4640 Mail Service Center	109 E. Jones Street
Raleigh, NC 27699-4600	Raleigh, NC 27601

I. Total Library Costs FY 2026-2027 for Caldwell County Public Library

Branch Fees

Cost Per Branch	$1,395.35 ($300,000/ 215 branches)
# of Qualifying Branches	3
Branches eligible for fee:	SOUTHERN, HUDSON, LENOIR
Branches without fee:	-
Branch Costs	**$4,186.05**

Shared ILS Costs

A. 2024 Library Service Area Population	81823
B. 2023 NC PCI	39611
C. 2023 Library Service Area PCI	$30,811.00
D. Ratio Library to NC PCI (C / B)	0.7778
E. Adjusted Service Area Population (D * A)	63645
F. Consortium Adjusted Population	4356939
G. Consortium Shared Costs	$300,000
H. Cost Per Population (F / G)	$0.068856
I. Library's Uncapped Portion of ILS Costs (H * E)	$4,382.00
Last Year's Shared ILS Costs	$4,088.00
This Year's Calculated Percent Change	7%
This Year's Adjusted Shared ILS Costs (Capped at 15% Increase)	**$4,382.00**

Final Library Costs for FY 26-27

Branch Fees	**$4,186.05**
Shared ILS Costs	**$4,382.00**
Total Library Costs	**$8,568.05**

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 27, 2026	Health	

AGENDA ITEM # 14

Appointment to the Board of Health

BACKGROUND

Appointment of Jessica Tomberlin, DDS to the Board of Health to fill the dentist vacancy for a three-year term effective August 1, 2026, expiring July 31, 2029.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 27, 2026	Administration	

AGENDA ITEM # 15

Appointment of ETJ Members to the Town of Granite Falls Planning Board and Board of Adjustments

BACKGROUND

Mike Norris is requesting to be appointed to the Town of Granite Falls Board of Adjustment and Jeremy Scott Reid is requesting appointment to the Town of Granite Falls 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
July 27, 2026	Administration	

AGENDA ITEM # 16

Appointment to DSS Board

BACKGROUND

Appointment of Beth Hinshaw to the DSS Board for a three-year term to expire July 1, 2029, is requested.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 27, 2026	Administration	

AGENDA ITEM # 17

Approval of Regular and Closed Session Minutes from June 22, 2026, Board of Commissioners Meeting

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. June 22, 2026, Board of Commissioners Meeting Minutes DRAFT

Caldwell County
North Carolina
Board of Commissioners Meeting

June 22, 2026, at 6:00 PM
City-County Chambers
905 West Avenue NW, Lenoir

DRAFT

MINUTES

Attendance

Randy Church, Chairman
Mike LaBrose, Vice Chairman
Jeff Branch, Commissioner
Donnie Potter, Commissioner
Patrick Starnes, Commissioner
Shane Fox, County Manager
Destin Hall, County Attorney
Tasha Brown, Clerk to the Board

Call to Order

Chairman Church called the June 22, 2026, Board of Commissioners meeting to order at 6:01 PM.

Public Comment Period

Michael Sparks came to the podium to speak. Mr. Sparks addressed the Board concerning live streaming the meetings. He explained he attended the meetings virtually through the livestream. He added that he understands meetings are broadcast on the cable channel however, he does not have Spectrum and is unable to view the meetings. Mr. Sparks said he would appreciate it if the Commissioners would reconsider broadcasting the meetings live again. He then stated that as he understands there is a link he can request and receive, and he said he would share that online anyway.

Invocation

Pastor Nicky Waters from Poovey's Chapel Baptist Church led the invocation for those in attendance.

Pledge of Allegiance

Vice Chairman. Mike LaBrose led the Pledge of Allegiance for those in attendance.

Agenda Amendments from the Board, Manager & Public Agenda Items

Commissioner Potter stated that he would like to add a discussion to the agenda concerning the streaming of meetings.
Chairman Church asked for clarification if Mr. Potter was referring to YouTube and streaming meetings and if he was asking this in the form of a motion.
Commissioner Potter said yes, respectfully he was asking in the form of a motion.
Chairman Church made a call to question of all those in favor of adding the discussion to the agenda to raise their hand. And those opposed to raise their hand. Two voted in favor, three opposed, with that the motion did not pass.

Vote:

Yay	Nay
Vice Chairman, Mike LaBrose	Chairman, Randy T. Church
Commissioner Donnie Potter	Commissioner Jeff Branch
	Commissioner Patrick Starnes

Chairman Church then asked if there were any other amendments to the agenda.
County Manager Fox stated that he had one item to be added to consent as Item 24 as a late addition for the FY 26-27 Home and Community Care Block Grant.
Chairman Church then noted that if added that would make Closed Session Item 25 on the agenda.
Vice Chairman LaBrose made a motion to adopt the agenda as presented by the County Manager. The motion carried unanimously.

Agenda Items

1. **Presentation Duke Energy — Overview of Planned Grid Improvement Work**

Robin Nicholson and Michael Legge with Duke Energy came to the podium. Ms. Nicholson thanked the Board for allowing them to speak tonight. She stated they wanted to give a brief overview for the Board and public due to Duke Energy preparing to do a lot of work in Caldwell County. She said there are 5 or 6 substations in the county. She mentioned that in their upcoming work they will be touching circuits on all but one substation and that one was serviced last year. She stated that once the work is completed their customers will see improved reliability and they will have the ability to restore service faster. She mentioned that Duke Energy will be spending $50 million within the county for these improvements. She mentioned that with her tonight was Michael Legge and Brittany McCabe. She said that Ms. McCabe will be the one communicating going forward and keeping the board and

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public up to date as the work progresses throughout the county. Ms. Nicholson then turned the podium over to Michael Legge to provide a high-level overview of the volume of work and where the work will take place. Mr. Legge then provided a PowerPoint attachment (Attachment A).
Mr. Legge stated the scope was rebuilding both overhead and underground power distribution systems and the timeline with work scheduled to commence June 29, He then showed a map of the service area for construction. Mr. Legge said the rebuild is needed due to the age and condition of the existing infrastructure, combined with the county's growing energy demand. He added most of the work will take place in the Lenoir, Valmead, Gamewell, Collettsville, Cajah's Mountain and Hudson areas. He said that residents can expect a significant presence of the power company and may experience traffic delays and there may be some traffic detours in areas where the road is not wide enough to work. He added they will work closely with municipalities to make sure we are not shutting down roads with events and during school drop off and pickup. He mentioned that some of the trucks expected to be seen throughout the project are Bird Electric, ULCS, and Asplundh Engineering Services.

Commissioner Potter asked about sending text notifications if power is to be taken down during the project. Ms. Nicholson stated that if you are signed up for text or email notifications or phone calls, that is how you will be contacted for updates and notifications. Commissioner Potter suggested the Duke Energy App also for updates.

Vice Chairman LaBrose mentioned the electrical grid, asking how will this project effect the grid and how is the grid in Caldwell County. Ms. Nicholson said this project is a strengthening of that grid and the county is connected with the Duke Energy grid. This will strengthen the entire grid. This makes it stronger for the overall grid that is connected to surrounding counties. We have a strong grid however it is aging. She added that some lines have been up for many years and to maintain reliability and to provide greater capacity they are hoping to achieve that with this project.

Commissioner Branch asked if Duke Energy is spending this same amount in other surrounding counties. Ms. Nicholson replied, yes, and listed McDowell, Burke, and Catawba counties. Adding that there is a tremendous amount of infrastructure work happening in this region.

Commissioner Potter asked if these upgrades would be able to help in the event of another storm. Ms. Nicholson said that we cannot predict what mother nature may do but it should assist. Adding that especially if we have ice storms or smaller summer storms where you have one circuit or area being affected with the self-healing grid network the capability of redirecting the power around where the problem is, providing shorter and possibly fewer outages.

Mr. Legge added that when work begins at the end of June, they will start in the Valmead area.

2. Proclamation 250th Anniversary of the United States Of America

Chairman Church then read Proclamation 08-2026, proclaiming July 4, 2026, Independence Day, recognizing the 250th Anniversary of the United Stated of America. Commissioner Starnes made a motion to adopt the Proclamation as read. The motion carried unanimously.

Chairman Church then recognized Paige Counts, the Caldwell County Public Information Officer and the work she has done within the building to celebrate the 250th and urged the public to walk around and look at the exhibit.

3. 2026 - 2027 Budget Presentation

County Manager Shane Fox came to the podium to present the FY 26-27 budget presentation. Fox reminded everyone that six weeks ago there was a budget workshop held that was open to the public, and three weeks ago the budget was presented to the Board and the public. He added that since that time there have been no material changes within the budget. Fox then provided a brief overview of the budget. He looked at factors going into FY 26-27. He said that the County finished last year strong. Adding that the county is looking to end the current year with a 23.5% Fund Balance, which is three months' worth of reserves. He stated there is moderate debt roll off in FY 26-27. Fox said that with Health Insurance up $1 million and Retirement up $2 million we have a $3 million increase in unfunded mandates, adding that this is the case statewide. Fox mentioned that departments had been asked to hold the line for FTEs and there had been some reengineering and restructuring in some departments for savings. He then said that currently budget is presented with a .02 cent tax decrease. Fox provided a breakdown of General Fund revenues by type with Property Taxes 50%, Departmental Revenues 21%, Sales Tax 11%, Appropriated Fund Balance 8%, Vehicle Tax 4%, Other General Revenues 3%, and Transfers In/Installment 2%. Fox then moved on to discuss property tax, stating the budget proposes a .02 cent tax rate cut for 2026-2027. He then reviewed property taxes and the value of a penny, mentioning that a penny is equal to $1.15 million. Fox stated that looking at the tax base there is 3.6% growth. Fox then moved on to look at how Caldwell compares when looking at regional county neighbors. He mentioned that across the state the lowest rate is .22 Carteret County and the highest rate is .99 in Scotland County. He said that Caldwell County currently ranks 22nd lowest rate in the state. With the projected rate at .4775 Caldwell would be the 23rd lowest rate in the state. He mentioned that Sales tax does not get the same level of notoriety, adding that the current year's totals are strong and the county is finishing 14% ahead of prior year, with that they budgeted flat. Next, he spoke about General Fund Fees stating there are no changes in fees, and the only changes are increases in EMS fees to align with Medicare fee schedules. Then looking at other revenues in the General Fund, Fox mentioned Landfill host fees equal to $1.1 million and methane gas revenues total $600,000 and are being set aside in a capital project fund for future landfill costs. He added that the county is earning north of $1 million for investment revenue. He mentioned that there is an unknown with HR1 and the potential impacts and how that may affect the county. Fox said that several counties and

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municipalities have projected raises in tax rates, stating that we do not see the need and are proposing .02 cent rate decrease.

Chairman Church asked Fox to remind them what the revenue neutral rate was. Mr. Fox said that last year, revenue neutral was calculated at .4666.

County Manager Fox then moved on to discuss General Fund Expenditures by Function providing a breakout by percentage of how the county spends a dollar - Public Safety 31%, Human Services 25%, Education 17%, General 14%, Physical Economic Development 7%, Debt Service/Capital Outlay 5% and Cultural 2%. Then for comparison he presented a pie chart with a breakdown by type stating that employees' Salaries 36% and Benefits 16% make up more than 52% combined, Education 17%, Operating Expense 27%, Debt Service 3%, and Capital Outlay 2%. Fox then provided a brief overview of salaries, FTE's and benefits. Fox said that in this budget there was one new FTE, a detective for the Sheriff Department as well as five new FTE's for Communications. These positions are due to 911 communications being taken over for the City of Lenoir and revenue does offset the cost. Fox then said there were no salary adjustments included in the budget except for Merit 1 ($1,000) or Merit 2 ($2,000) which totals $700,000. He added that the overall average salary is $56,729 for all full-time employees not including overtime. With that average Merit 1 is equal to a 1.8% increase & Merit 2 a 3.8% increase. Fox then explained with the increases in Health insurance and Retirement those would be equal to a 2% and 4% COLA respectively. He then showed the health insurance benefits, and the premiums employees pay in the current year, adding that the 2026 - 2027 premiums have not been received yet and the State Health Plan will release those in a few months. Fox said there are no other changes in all other benefits of dental vision, etc. Fox then looked at capital outlay, mentioning that we have seen a decrease this year, however that does not mean we are not taking care of our fleet. He added the $1.496 million in capital included in this budget will cover the cost of several items for the Sheriff Dept, EMS, Animal Control, and Information Technology. He mentioned that Debt Service continues to trend downward with the Faye Broyhill building paid off in FY 25-26. He added that overall operating expenditures are down compared to the prior year. Mr. Fox then reviewed the Education portion of the budget including the local school system and CCC&TI. This budget keeps the General Fund funding for CCC&TI the same at $3,953,797 with an additional $140,000 for a roof for building A. This addition will be funded through 524 Sales Tax Monies. Fox then said for Caldwell County Schools the General Fund funding remains the same at $14,800,000 with an additional $500,000 budgeted for SRO funding to be paid from 524 Sales Tax Monies. Fox said that the 524 Sales Tax Monies may only be used for education or economic development. Fox then provided an overall budget summary.

Vice Chairman LaBrose asked how the 524 money is generated and to please share with the public where that tax money comes from. Fox replied it is sales tax. Our 6.75% sales tax rate that we pay on purchases, a portion of that comes to the county a portion goes to the state, and a portion is set aside as education or economic development equal to about a quarter of a percent.

Manager Fox then spoke about the Water Fund, mentioning that there is a proposed 5% increase, this is due to the City of Lenoir increasing 5% on their cost and the county purchases water from them. The Water Fund is an enterprise fund, and the rates are the only source of revenue. He added that over 95% of revenue comes from our rates. He then gave an example of what the increase would be on a 3,000-gallon invoice with the new rate it would equal a $1.45 increase monthly. He added that the Water Fund needs to be able to make enough to operate and strengthen the life of our infrastructure. Fox then showed comparisons with surrounding counties with Caldwell at $31.13 per month, Alexander $54 per month, and Burke $49.50 per month.

Mr. Fox then showed the proposed rates for Fire Departments with no proposed rate changes. He then closed with the Opioid Fund, mentioning that $16 million has been earmarked to be received from 2022-2038. He added that the fund has a cash balance of $4 million and this budget has a proposed $815,000 budget which includes a new peer support specialist for Drug Court.

Fox then provided an overview of all prior meeting dates for this budget with the Budget Workshop being held on May 6, 2026, the Manager's Recommended Budget presented to the Board of commissioners June 1, 2026, and the Public Hearing and possible budget adoption at this June 22, 2026, meeting.

4. 2026 - 2027 Budget Public Hearing

Chairman Church stated that eight individuals had signed up to speak. He then declared the public hearing open.

First to the podium was Crystal Henderson. Ms. Henderson stated that she was both a Caldwell County citizen and Caldwell County employee. She then asked the Board to reconsider a COLA increase for employees. She stated the last time a COLA was given was in 2019. She added that she works in Child Protective Services and they are struggling with recruitment and retention. She said the department trains employees and then they leave to go elsewhere to earn more. Ms. Henderson stated the department is losing new and seasoned staff, mentioning in Child Welfare there are currently 10 vacancies.

Emily Wiseman was next to the podium. Ms. Wiseman said she is a proud Department of Social Services employee and asked the Board to reconsider a COLA for county employees. She said that employees care deeply about this community because they live here too. She asked the Board to protect that commitment and dedication given by their employees. She believes that kind of commitment is worth investing in. Ms. Wiseman then referenced the DSS agency motto, Be the village. She then said that she is asking the Board to be the Village for employees.

Casey Puett was next to the podium. Casey expressed concern for under funding and under staffing in her department, adding that at the current rate of pay the county is not competitive

with other surrounding counties. She added that in the last five years DSS has lost over 300 years of social worker experience. She added the department has 23 social workers with less than 2 years of social work experience. Ms. Puett said that social workers have specific requirements through statutes that could result in paybacks with understaffing. She said staff were advised to wait until budget for increases and as you see that was not provided in this budget.

Ashley Aldridge came to the podium. Ms. Aldridge stated that she is first a citizen and a proud social worker in adult services at Caldwell County DSS. Ms. Aldridge thanked the Board for their service. She stated that she was here to respectfully ask the Board to reconsider adding a COLA in this budget. She stated that DSS workers protect some of the most vulnerable in our community. She said the work at DSS matters and the services don't happen on their own, they happen because dedicated employees show up every day. She asked the board to recognize the value DSS provides to ensure the county remains competitive.

Megan Wiseman came to the podium next. Ms. Wiseman asked the Board to reconsider a COLA increase in this budget. She stated that she was a supervisor in Economic Services overseeing Work First Program Integrity and Childcare, adding that she has worked in social services for 11 years across several agencies. She said that since coming to Caldwell County she has felt welcomed and supported. Ms. Wiseman stated that when employees leave, we lose knowledge and experience, adding that the increases were ultimately an investment in Caldwell County.

Nakeidra Nivens was next to the podium to speak. She stated that she is a Caldwell County employee and she wanted to speak about what workforce stability means for the citizens of Caldwell County. Ms. Nivens then said that Child Welfare Social Workers are responsible for investigating reports and assessing child safety. She added that these responsibilities require training and experience. She stated that unfortunately the agency has experienced significant turnover in recent years. She stated that experience matters, professional judgement is made over time. In closing she said that investing in retention helps improve those risks. She believes that this is not an employee issue but a public safety issue.

Laura Harrison came to the podium to speak. Ms. Harrison stated that she is a county resident and employee and she was speaking tonight because it has become apparent to her that their work is not recognized, appreciated or valued. She said that earlier this year DSS requested a 5% salary increase, and the Sheriff's Department requested raises at that time. She said the Sheriff's increase was approved but DSS was not. She stated the department was told to wait until the new budget, we waited and our request was denied. Ms. Harrison said that morale and recruitment retention are suffering, adding that she believes Caldwell County will continue to suffer. She then urged the Board to reconsider.

Ashlyn Negrete came to the podium. She stated that she is a county resident and employee. She asked the Board to imagine a family member coming to them to ask for advice. Stating that people keep quitting and workload increases and their performance is slipping, they don't know if they can do it much longer and they too are considering quitting, what would you tell them. She said that they were at a crossroads, the options are few, but the consequences are great. Ms. Negretti said that having less county workers doesn't change the number of people using the services. She finished by saying that it is about securing the employees you have and paying them a secure wage.

With no one else signed up to speak, Commissioner Starnes made a motion to close the public hearing.
The motion carried unanimously.

5. 2026 - 2027 Budget Ordinance

Commissioner Starnes made a motion to adopt the budget with the tax rate at revenue neutral.
Commissioner Branch asked if the rate would go to 46.6 cents if adopted at revenue neutral.
Manager Fox said yes that is correct.
Commissioner Potter said that he would like to make a motion and add something to the budget.
Attorney Hall stated that Commissioner Starnes motion is currently before the body at this time, and once it is voted upon any other member can make a motion assuming it's an amendment on the budget ordinance.
The motion to adopt the budget at a revenue neutral rate carried unanimously.

Commissioner Potter stated that after the emotional night hearing from employees he believes the Board needs to start working on salaries. He added that from an overall county perspective all employees need something and when looking at DSS specifically you are talking about lives potentially being affected.
Commissioner Potter then made a motion to add a 5% COLA to the budget for all employees.

Chairman Church asked the County manager for the amount that motion would be in addition to the budget. County Manager Fox replied approximately with benefits about $3 million.

Commissioner Starnes then said that he would prefer that they enter closed session to discuss with the manager and better understand any detrimental effects this may have since they have approved a revenue neutral rate. Commissioner Potter said that he believed Mr. Fox and Mr. Helton could answer that now.

Chairman Church asked where they were going to get $3 million from. Manager Fox said the $3 million would need to come from appropriated fund balance, which currently as the

budget was adopted at the revenue neutral rate is $10 million, adding this it would be north of $13 million. He added that another option would be to reevaluate the current budget and look for ways that potential cost savings would be there. Chairman Church stated that we would have to look at increasing taxes for the added revenue. Church then said that is the one thing that we as a Board have agreed that we don't want to do. Chairman Church then said that last year the Board took a hit on property taxes, and the citizens who live here are impacted by that and he stated he has heard that loud and clear.

Commissioner Potter then asked what the numbers would be if they just gave the COLA to DSS employees only. Fox asked the percentage he was asking for. Potter replied 5%. Fox stated that gross cost would be approximately $600,000 -$650,000. He added that there is a reimbursement piece to that. Potter then said so about half, around $300,000 if we just did the COLA for DSS. Fox said yes, somewhere between $300,000 - $350,000, and again these are approximate numbers.

Vice Chairman LaBrose said that when the Board did a salary study several years ago, it was broken into three groups. Emergency Services and Law Enforcement in the first group, which took place last year. He said that if we were still on the path this year would be the Health Department and DSS and the third year would be all other employees. He then recognized Chief Finance Officer Tony Helton to add clarity. Mr. Helton came to the podium and said that he agreed with the number given by Fox for the cost for DSS. He then stated that he didn't fully understand the statement regarding the salary study, however he knew that they did all three phases and all employees were covered and then it was stopped and another one had not been done. Mr. Helton stated that he wanted to warn the board that the fund balance appropriation is going to be large and we will utilize some fund balance, just be aware of that.

Commissioner Potter then said that he is not sure that we can afford to appropriate an additional $3 million and that puts us at too much risk. Potter then stated that he wanted to amend his original motion. He asked Mr. Helton what the numbers would be if the Health Department was included with DSS. Helton said that the Health Department has around $3 million in salaries so 5% would be $600,000 plus fringe benefits. He added that there may be a small reimbursement through WIC, adding that it would be around $900,000.

Commissioner Potter then asked if we could add $1 million with this budget to our fund balance appropriated and still sit at a revenue neutral rate. Helton said that with the rate of revenue neutral the appropriated fund balance would be $10 million with no additions and we would have to utilize some fund balance with that. He added that we do have fund balance that we could use, and he just wanted the board to be aware that some will be used.

Commissioner Potter then asked the board what their thoughts were on an amended motion to add Health and DSS for a 5% COLA. Mr. Helton then said that would be an additional $1.1 million for both Health and DSS to receive a COLA including salaries and benefits.

Commissioner Branch asked what the surrounding counties were doing. He thought it was mentioned 3%. Potter said yes, some were 3% and some were 5%. Branch then stated that

he didn't want to do one without having to do the other. He said he did not think that would be fair.

Commissioner Starnes then asked Mr. Helton for his opinion and stated that he didn't want the board to be led down the wrong path. Mr. Helton said that he did not intend to do that at all. He added that he was unaware they were going to adopt the revenue neutral rate until moments ago. Commissioner Starnes said they didn't either. Helton then said that with appropriated fund balance at $10 million you would use $2 or $3 million of that at least with nothing else.

Chairman Church said that he felt the need to decide the comfort level with fund balance.

Commissioner Starnes then asked Manager Fox to help guide them on what his thoughts were. Fox said that he would echo Mr. Helton's thoughts and concerns for fund balance. He added that they discussed briefly the need for a fund balance policy and what that would look like. Fox added that they had discussed throughout the workshop that around 20% or a range of 18-22% is what he understood they were looking to aim for.

Commissioner Potter amended his motion, His motion is to give DSS 5% increases across the board, roughly $300,000 and to give a solid commitment as we go throughout the year to see if we can do anything additional for other employees.

Commissioner Branch asked if that was fair for the Health Department. Commissioner Potter said that he did not disagree with him, however, we did this for EMS and the Sheriff departments.

Commissioner Starnes said that we need to fix this problem, but is the Health Department going to be here at the next meeting. Commissioner Starnes then mentioned giving 3% to both DSS and Health and then looking at whether they could do more. Commissioner Potter then said he would let hid motion stand at 5% for DSS employees.

Attorney Hall then asked for clarification for procedural purposes. Asking Mr. Potter if he was withdrawing his first motion and presenting a new motion on the table which is 5% to DSS employees. Commissioner Potter said that is correct.

Chairman Church then called the motion to question asking all in favor to raise their hand. All members raised their hands and the motion carried unanimously.

Chairman Church then said that several people had spoke and said that this board does not value them, and he wants them to know that they do. He added that they are very important to them as all 600 employees are and he shared his appreciation for everything they do.

Commissioner Starnes then read a note regarding property taxes and a revenue neutral rate.

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6. Resolution 2026 - 2027 Fee Schedule

Commissioner Branch made a motion to adopt Resolution 12-2026, Fiscal Year 2026/2027 Fee Schedule.
The motion carried unanimously.

Consent

Chairman Church then turned the meeting over to County Manager, Shane Fox to present the Consent Agenda.

7. Budget Revision - Grants and Donations
This budget revision for $5,442 rolls over unspent grant funds in the public information department from the prior fiscal year. It also allows the co-operative extension to use additional donated funds they received during this fiscal year.

8. Budget Revision - 524 Sales Tax Allocation
This budget revision goes along with the annual budget, appropriating $140,000 from Article 524 Sales Tax to fund a roof replacement on Building A at CCC&TI. It also allocates $150,000 from Article 524 Sales Tax to make improvements and road repairs at Dudley Shoals Elementary School. It also allocates $820,000 from 524 Sales Tax for school resource officers at Caldwell County public schools. This revision makes changes in the multi-year capital project fund so that it matches up with what is in the annually budgeted funds.

9. Budget Revision Blowing Rock Fire Department
This budget revision allows funds in the amount of $5,000 to flow through the county to the fire department for fire tax collections received greater than was estimated in the base budget.

10. Budget Revision - Sheriff Radios
This budget revision allows the Sherrif to purchase three new radios for $30,000 using funding that was left over in the current operating budget.

11. Budget Revision Sheriff Computer Purchase
This budget revision in the amount of $39,780.50 allows the Sheriff to use funds left over in the current operating budget to purchase computers.

12. FY 27 Opioid Settlement Spending Resolution
This Resolution is required each year to be passed as part of the budget and directs the expenditures of opioid settlement funds.

13. Caldwell County Public Library Policies — Updated to Reflect Current Practices and Collection
This is an update to the Caldwell County public Library Policies to reflect current practice

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and collection.

14. Appointments to the Library Board of Trustees

Appointment of Brian Barnes, Pam Helton, and Nikki Wofford to the Library Board of Trustees to serve a three-year term expiring June 30, 2029, were requested.

15. Appointments to the Economic Development Advisory Committee

Re-appointments of Scott Hildebran, City of Lenoir, Rick Justice, Town of Rhodhiss, Chase Winebarger, Town of Sawmills, Dr. Mark Parch, CCC&TI, and Tasha Rountree, Blue Ridge Energy to the EDAC to serve a three-year term expiring June 30, 2029. This also appoints Tammy Johnson, Stallergenes Greer and Melissa Curtis, Granite Falls Composites to fill seats of two members who have resigned due to work obligations – Rick Coffey and Max Dyer. Ms. Johnson and Ms. Curtis will fill the remainder of their terms which expire June 30, 2027.

16. Local Water Supply Plan Resolutions

Resolution 08-2026 West System, 09-2026 Addison Lane System, 10-2026 SE System, and 11-2026 North System are annual resolutions as N.C.G.S. 143-355 requires that we share with the state our local water plan related to capacity and output.

17. Interlocal Agreement - Caldwell & Burke County for Recovery Court

This is an interlocal agreement between Caldwell and Burke County for the purpose of shared cost for the coordinator for Recovery Court. This includes 50% from Caldwell and 50% from Burke.

18. North Caldwell EMS Response Contract with Watauga County

This is a contract with Watauga County to serve as the primary EMS provider to the Northern Caldwell County area north of Blackberry Road for $15,000 to be paid to Watauga annually along with the billings they would receive for transport.

19. Gamewell Fire Department Housing Contract

This is a renewal of the Gamewell Fire Department Housing Contract that totals $10,000 that will go to Gamewell Fire Department for the County EMS crews to be housed there.

20. Athletic Postseason Travel Grant Pool Policy

This policy allows the Board to address requests received from individual school athletic teams throughout the year. It creates a structured framework that benefits both county operations and the school system.

21. Caldwell County Local Team Report for 2025

This is the local Teams report from our Child Fatality Team for 2025 that is an annual requirement.

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22. Tri-County Motor Speedway - Fireworks Application

The Tri-County Motor Speedway is requesting approval of a firework application to be conducted on July 4th, 2026, located at Tri-County Motor Speedway located at 4405 Hickory Nut Ridge Rd. Granite Falls, NC 28630.

23. Approval of Minutes from May 18, 2026, Board of Commissioners Meeting and June 1, 2026, Board of Commissioners Special Meeting Regular and Closed Sessions

Approval was requested for May 18, 2026, Board of Commissioners Meeting minutes and June 1, 2026, Board of Commissioners Special Meeting minutes for regular and closed sessions.

24. FY 26-27 Home and Community Care Block Grant

WPCOG and the Area Agency on Aging requested approval of the FY 26-27 Home and Community Care Block Grant.

Commissioner Potter asked for clarification for Item 20. He asked if this was additional funding to be given to the school system. Fox replied yes that is correct and the school system makes full determination on how that money is disbursed to the schools.

County Attorney Destin Hall then stated that he understood that there was a vote on the motion to amend the budget ordinance and he may have missed if there was a vote on the actual ordinance as amended. If not, it will need to be voted on before the meeting closes out.

Vice Chairman LaBrose made a motion to adopt the Consent Agenda as presented by the County Manager.
The motion carried unanimously.

Chairman Church then brought before the board the adoption of the FY 26-27 Budget Ordinance with a revenue neutral rate of 46.66 cents with the amendment of the 5% COLA for the Dept. of Social Services employees.
Commissioner Potter made a motion to approve the FY 26-27 Budget Ordinance as amended.
The motion carried unanimously.

Closed Session

25. Closed Session Pursuant to NCGS143-318.11(a)(3) and NCGS 143-318.11(a)(4)

Chairman Church made the motion to enter into closed session pursuant to N.C.G.S. 143-318.11(a)(3) and N.C.G.S. 143-318.11(a)(4) for attorney client privilege and economic

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development discussion for a potential project at 7:57 PM.
The motion carried unanimously.

Commissioner Starnes made a motion to exit closed session at 9:46 PM.
The motion carried unanimously.

Adjourn

Commissioner Potter made the motion to return to Open Session at 9:55 PM.
The motion carried unanimously.

County Manager Shane Fox presented a DRAFT MOA between Caldwell County and the Town of Sawmills for Emergency Services Response that was still in negotiation.

Commissioner Branch made a motion to adopt the MOA with the Town of Sawmills contingent upon the Manager's negotiations.
The motion carried unanimously.

With there being no more business to attend to, Commissioner Potter made a motion to adjourn at 9:57 PM.
The motion carried unanimously.

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BK 2168 PG 1170 - 1203 (34)
This document presented and filed:
06/24/2026 10:23:53 AM

Fee $0.00
10120251
Caldwell County North Carolina
Wayne L. Rash, Register of Deeds

RESOLUTION

12-2026

ADOPTION OF FEE SCHEDULE FOR THE 2026/2027 FISCAL YEAR BY THE CALDWELL COUNTY BOARD OF COMMISSIONERS

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

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

WHEREAS, the fee schedule presented for the 2026/2027 Fiscal Year shall become effective as of July 1, 2026; and

WHEREAS, these fees may be amended by resolution at any time if such a need were to occur over the 2026/2027 Fiscal Year; and

NOW THEREFORE BE IT RESOLVED THAT the Caldwell County Board of Commissioners adopts this schedule of fees for the 2026/2027 Fiscal Year to be effective as of July 1, 2026.

Adopted this 22nd day of June 2026

Randy T. Church, Chairman
Caldwell County Board of Commissioners

Attest:

Tasha Brown, Clerk to the Board

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BK 2168 PG 1161 - 1161 (1)
This document presented and filed:
06/24/2026 10:23:51 AM
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Caldwell County North Carolina
Wayne L. Rash, Register of Deeds

PROCLAMATION

08-2026

PROCLAMATION RECOGNIZING THE 250TH ANNIVERSARY OF THE UNITED STATES OF AMERICA

WHEREAS, on July 4, 1776, the Second Continental Congress formally adopted the Declaration of Independence, affirming the thirteen American colonies' resolve to form a sovereign nation founded on the principles of liberty, justice, and equality; and

WHEREAS, the United States of America was born from the courage, vision, and sacrifice of patriots who believed that government should derive its power from the consent of the governed and that all individuals are endowed with unalienable rights to life, liberty, and the pursuit of happiness; and

WHEREAS, for 250 years, Americans have come together on Independence Day to honor our founding ideals, celebrate our freedoms, and reflect on the ongoing responsibility to safeguard democracy for future generations; and

WHEREAS, the Fourth of July serves not only as a commemoration of our national birth, but also as a moment to unite our community in pride, gratitude, and shared purpose; and

WHEREAS, the Board of Commissioners recognizes the dedication of service members, veterans, first responders, and public servants who have worked to preserve and protect the freedoms we cherish; and

WHEREAS, in 2026, as we celebrate the 250th anniversary of our nation's founding, we reaffirm our commitment to the founding values that continue to inspire progress, inclusion, and civic responsibility across our great County, State, and Nation;

NOW, THEREFORE, BE IT PROCLAIMED, that the Caldwell County Board of Commissioners, on behalf of its residents, does hereby recognize and celebrate **July 4, 2026, as Independence Day and the 250th Anniversary of the United States of America**, and encourages all citizens to take part in activities that honor our history, reflect on our shared values, and celebrate the enduring spirit of the United States of America.

BE IT FURTHER PROCLAIMED, that this Proclamation be entered into the official records and shared in the spirit of unity, remembrance, and patriotic celebration.

Adopted this 22rd day of June, 2026.

Randy Church, Chairman
Caldwell County Board of Commissioners

Attest:
Tasha Brown
Clerk to the Board

BK 2168 PG 1204 - 1206 (3)
This document presented and filed:
06/24/2026 10:23:55 AM

A RESOLUTION BY THE COUNTY OF CALDWELL

TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS

WHEREAS Caldwell County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids.

WHEREAS the allocation, use, and reporting of funds stemming from these national settlement agreements and bankruptcy resolutions ("Opioid Settlement Funds") are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation ("MOA"), the Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation ("SAAF"), and SAAF-2;

WHEREAS Caldwell County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

WHEREAS section E.6 of the MOA states that, before spending opioid settlement funds, the local government's governing body must adopt a resolution that:

(i) indicates that it is an authorization for expenditure of opioid settlement funds; and,
(ii) states the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy; and,
(iii) states the amount dedicated to each strategy for a specific period of time.

NOW, THEREFORE BE IT RESOLVED, in alignment with the NC MOA, SAAF, and SAAF-2, Caldwell County authorizes the expenditure of opioid settlement funds as follows:

1. First strategy authorized
   a. Name of strategy: Post-Overdose Response Team
   b. Strategy is included in Exhibit: A
   c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: Exhibit A, Strategy 8
   d. Amount authorized for this strategy: $654,525.25
   e. Period of time during which expenditure may take place:
      Start date July 1, 2026, through End date June 30, 2027
   f. Description of the program, project, or activity: Provide services as a PORT, outlined by the NCDHHS PORT Toolkit. The Caldwell County PORT will actively connect persons who have experienced non-fatal drug overdoses to addiction/mental health treatment, recovery support, harm reduction services, primary healthcare, and/or other services or supports needed to improve the overall health or well-being.
   g. Provider: Caldwell County PORT

2. Second strategy authorized
   a. Name of strategy: Evidence-based Addiction Treatment
   b. Strategy is included in Exhibit A

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

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c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: Exhibit A, Strategy 2
d. Amount authorized for this strategy: $5,000.00
e. Period of time during which expenditure may take place:
Start date July 1, 2026, through End date June 30, 2027
f. Description of the program, project, or activity: Support evidence-based addiction treatment consistent with the American Society of Addiction Medicine's national practice guidelines for the treatment of opioid use disorder – specifically Medication-Assisted Treatment (MAT) with any medication approved for this purpose by the U.S. Food and Drug Administration – through Opioid Treatment Programs, qualified providers of Office-Based Opioid Treatment, Federally Qualified Health Centers, treatment offered in conjunction with justice system programs, or other community-based programs offering evidence based addiction treatment.
g. Provider: Caldwell County PORT

3. Third authorized strategy
a. Name of strategy: Naloxone Distribution
b. Strategy is included in Exhibit A
c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: Exhibit A, Strategy 7
d. Amount authorized for this strategy: $ 10,000.00
e. Period of time during which expenditure may take place:
Start date July 1, 2026, through End date June 30, 2027
f. Description of the program, project, or activity: Distribute naloxone to persons at risk of overdose or their social networks, through our post-overdose response team. Distribute naloxone to emergency medical service providers to provide naloxone to persons at risk of overdose, or other community-based organizations that provide services to people who use drugs.
g. Provider: Caldwell County PORT.

4. Fourth authorized strategy
a. Name of strategy: Recovery Support Services
b. Strategy is included in Exhibit A
c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: Exhibit A, Strategy 3
d. Amount authorized for this strategy: $144,911.75
e. Period of time during which expenditure may take place:
Start date July 1, 2026, through End date June 30, 2027
f. Description of the program, project, or activity: Fund a Recovery/Treatment Court Coordinator position, a Recovery/Treatment Court Peer Support Specialist, and provide transportation assistance for recovery program participants. The coordinator is responsible for the overall administration of the Recovery/Treatment Court Program, including conducting screenings and assessments of potential program candidates and presenting cases for consideration at team meetings. Additional responsibilities include reviewing participation agreements and program handbooks with participants, monitoring

and compiling program evaluation data and progress reports as required by the Recovery/Treatment court, coordinating staffing and team meetings, facilitating communication among team members, and connecting participants and staff with appropriate resources as needed. The Recovery/Treatment Court Coordinator will be responsible for directly supervising the Recovery/Treatment Court Peer Support Specialist.

g. Provider: Caldwell County PORT.

The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategies is $814,437.00.

Adopted this the 22nd day of June 2026.

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

ATTEST:

Tasha Brown, County Clerk

BK 2168 PG 1137 - 1142 (6)
This document presented and filed:
06/24/2026 10:23:14 AM

Fee $0.00
10120245

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

RESOLUTION

8-2026

RESOLUTION ADOPTING THE LOCAL WATER SUPPLY PLAN FOR THE CALDWELL COUNTY WEST WATER SYSTEM PWSID #: 01-14-045 AS APPROVED BY THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY, DIVISION OF WATER RESOURCES

WHEREAS; NORTH CAROLINA GENERAL STATUTE 143355 (l-) REQUIRES THAT EACH UNIT OF LOCAL GOVERNMENT THAT PROVIDES PUBLIC WATER SERVICE OR THAT PLANS TO PROVIDE PUBLIC WATER SERVICE AND EACH LARGE COMMUNITY WATER SYSTEM SHALL, EITHER INDIVIDUALLY OR TOGETHER WITH OTHER UNITS OF LOCAL GOVERNMENT AND LARGE COMMUNITY WATER SYSTEMS, PREPARE AND SUBMIT A LOCAL WATER SUPPLY PLAN; AND

WHEREAS; AS REQUIRED BY THE STATUTE AND IN THE INTERESTS OF SOUND LOCAL PLANNING, A LOCAL WATER SUPPLY PLAN FOR THE **CALDWELL COUNTY WEST WATER SYSTEM PWSID #: 01-14-045** HAS BEEN DEVELOPED AND SUBMITTED TO THE CALDWELL COUNTY BOARD OF COMMISSIONERS FOR CONSIDERATION AND APPROVAL; AND

WHEREAS; THE CALDWELL COUNTY BOARD OF COMMISSIONERS FINDS THAT THE LOCAL WATER SUPPLY PLAN IS IN ACCORDANCE WITH THE PROVISIONS OF NORTH CAROLINA GENERAL STATUTE 143-355 (L) AND THAT IT WILL PROVIDE APPROPRIATE GUIDANCE FOR THE FUTURE MANAGEMENT OF WATER SUPPLIES FOR THE C CALDWELL COUNTY WEST WATER SYSTEM PWSID #: 01-14-045 AS WELL AS USEFUL INFORMATION TO THE DEPARTMENT OF ENVIRONMENTAL QUALITY FOR THE DEVELOPMENT OF A STATE WATER SUPPLY PLAN AS REQUIRED BY STATUTE; AND

NOW, THEREFORE, BE IT RESOLVED BY THE CALDWELL COUNTY BOARD OF COMMISSIONERS THAT THE LOCAL WATER SUPPLY PLAN FOR THE CALDWELL COUNTY WEST WATER SYSTEM PWSID #: 01-14-045, ENTITLED, **"CALDWELL CO (WEST) 2025"**, DATED MAY 27, 2026, IS HEREBY APPROVED AND HAS BEEN SUBMITTED TO THE DEPARTMENT OF ENVIRONMENTAL QUALITY, DIVISION OF WATER RESOURCES; AND

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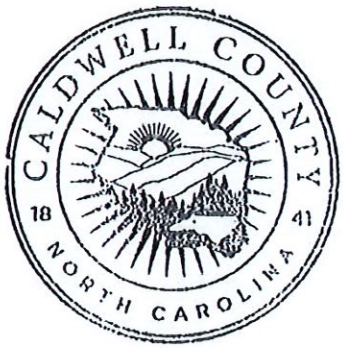
BE IT FURTHER RESOLVED THAT THE CALDWELL COUNTY BOARD OF COMMISSIONERS INTENDS THAT THIS PLAN SHALL BE REVISED TO REFLECT CHANGES IN RELEVANT DATA AND PROJECTIONS AT LEAST ONCE EVERY FIVE YEARS OR AS OTHERWISE REQUESTED BY THE DEPARTMENT, IN ACCORDANCE WITH THE STATUTE AND SOUND PLANNING PRACTICE, WITH SUCH REVISIONS AND SUBMISSIONS TO BE COORDINATED BY THE DIRECTOR OF PUBLIC UTILITIES IN CONJUNCTION WITH THE WATER QUALITY SPECIALIST.

Adopted This The 22nd Day of June, 2026

Randy T. Church, Chairman

ATTEST:

Tasha Brown, Clerk to the Board



BK 2168 PG 1143 - 1148 (6)
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06/24/2026 10:23:15 AM

Fee $0.00
10120246

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

RESOLUTION

9-2026

RESOLUTION ADOPTING THE LOCAL WATER SUPPLY PLAN FOR THE CALDWELL COUNTY ADDISON LANE WATER SYSTEM PWSID #: 10-14-001 AS APPROVED BY THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY, DIVISION OF WATER RESOURCES

WHEREAS; NORTH CAROLINA GENERAL STATUTE 143355 (l-) REQUIRES THAT EACH UNIT OF LOCAL GOVERNMENT THAT PROVIDES PUBLIC WATER SERVICE OR THAT PLANS TO PROVIDE PUBLIC WATER SERVICE AND EACH LARGE COMMUNITY WATER SYSTEM SHALL, EITHER INDIVIDUALLY OR TOGETHER WITH OTHER UNITS OF LOCAL GOVERNMENT AND LARGE COMMUNITY WATER SYSTEMS, PREPARE AND SUBMIT A LOCAL WATER SUPPLY PLAN; AND

WHEREAS; AS REQUIRED BY THE STATUTE AND IN THE INTERESTS OF SOUND LOCAL PLANNING, A LOCAL WATER SUPPLY PLAN FOR THE **CALDWELL COUNTY ADDISON LANE WATER SYSTEM PWSID #: 10-14-001** HAS BEEN DEVELOPED AND SUBMITTED TO THE CALDWELL COUNTY BOARD OF COMMISSIONERS FOR CONSIDERATION AND APPROVAL; AND

WHEREAS; THE CALDWELL COUNTY BOARD OF COMMISSIONERS FINDS THAT THE LOCAL WATER SUPPLY PLAN IS IN ACCORDANCE WITH THE PROVISIONS OF NORTH CAROLINA GENERAL STATUTE 143-355 (L) AND THAT IT WILL PROVIDE APPROPRIATE GUIDANCE FOR THE FUTURE MANAGEMENT OF WATER SUPPLIES FOR THE CALDWELL COUNTY ADDISON LANE WATER SYSTEM PWSID #: 10-14-001 AS WELL AS USEFUL INFORMATION TO THE DEPARTMENT OF ENVIRONMENTAL QUALITY FOR THE DEVELOPMENT OF A STATE WATER SUPPLY PLAN AS REQUIRED BY STATUTE; AND

NOW, THEREFORE, BE IT RESOLVED BY THE CALDWELL COUNTY BOARD OF COMMISSIONERS THAT THE LOCAL WATER SUPPLY PLAN FOR THE CALDWELL COUNTY ADDISON LANE WATER SYSTEM PWSID #: 10-14-001, ENTITLED, **"CALDWELL CO (ADDISON LANE) 2025"**, DATED MAY 27, 2026, IS HEREBY APPROVED AND HAS BEEN SUBMITTED TO THE DEPARTMENT OF ENVIRONMENTAL QUALITY, DIVISION OF WATER RESOURCES; AND

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BE IT FURTHER RESOLVED THAT THE CALDWELL COUNTY BOARD OF COMMISSIONERS INTENDS THAT THIS PLAN SHALL BE REVISED TO REFLECT CHANGES IN RELEVANT DATA AND PROJECTIONS AT LEAST ONCE EVERY FIVE YEARS OR AS OTHERWISE REQUESTED BY THE DEPARTMENT, IN ACCORDANCE WITH THE STATUTE AND SOUND PLANNING PRACTICE, WITH SUCH REVISIONS AND SUBMISSIONS TO BE COORDINATED BY THE DIRECTOR OF PUBLIC UTILITIES IN CONJUNCTION WITH THE WATER QUALITY SPECIALIST.

Adopted This The 22nd Day of June, 2026

Randy T. Church, Chairman

ATTEST:

Tasha Brown, Clerk to the Board

BK 2168 PG 1149 - 1154 (6)
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06/24/2026 10:23:17 AM

Fee $0.00
10120247

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

RESOLUTION

10-2026

RESOLUTION ADOPTING THE LOCAL WATER SUPPLY PLAN FOR THE CALDWELL COUNTY SOUTHEAST WATER SYSTEM PWSID #: 01-14-047 AS APPROVED BY THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY, DIVISION OF WATER RESOURCES

WHEREAS; NORTH CAROLINA GENERAL STATUTE 143355 (l-) REQUIRES THAT EACH UNIT OF LOCAL GOVERNMENT THAT PROVIDES PUBLIC WATER SERVICE OR THAT PLANS TO PROVIDE PUBLIC WATER SERVICE AND EACH LARGE COMMUNITY WATER SYSTEM SHALL, EITHER INDIVIDUALLY OR TOGETHER WITH OTHER UNITS OF LOCAL GOVERNMENT AND LARGE COMMUNITY WATER SYSTEMS, PREPARE AND SUBMIT A LOCAL WATER SUPPLY PLAN; AND

WHEREAS; AS REQUIRED BY THE STATUTE AND IN THE INTERESTS OF SOUND LOCAL PLANNING, A LOCAL WATER SUPPLY PLAN FOR THE **CALDWELL COUNTY SOUTHEAST WATER SYSTEM PWSID #: 01-14-047** HAS BEEN DEVELOPED AND SUBMITTED TO THE CALDWELL COUNTY BOARD OF COMMISSIONERS FOR CONSIDERATION AND APPROVAL; AND

WHEREAS; THE CALDWELL COUNTY BOARD OF COMMISSIONERS FINDS THAT THE LOCAL WATER SUPPLY PLAN IS IN ACCORDANCE WITH THE PROVISIONS OF NORTH CAROLINA GENERAL STATUTE 143-355 (L) AND THAT IT WILL PROVIDE APPROPRIATE GUIDANCE FOR THE FUTURE MANAGEMENT OF WATER SUPPLIES FOR THE CALDWELL COUNTY SOUTHEAST WATER SYSTEM PWSID #: 01-14-047 AS WELL AS USEFUL INFORMATION TO THE DEPARTMENT OF ENVIRONMENTAL QUALITY FOR THE DEVELOPMENT OF A STATE WATER SUPPLY PLAN AS REQUIRED BY STATUTE; AND

NOW, THEREFORE, BE IT RESOLVED BY THE CALDWELL COUNTY BOARD OF COMMISSIONERS THAT THE LOCAL WATER SUPPLY PLAN FOR THE CALDWELL COUNTY SOUTHEAST WATER SYSTEM PWSID #: 01-14-047, ENTITLED, **"CALDWELL CO (SOUTHEAST) 2025"**, DATED MAY 27, 2026, IS HEREBY APPROVED AND HAS BEEN SUBMITTED TO THE DEPARTMENT OF ENVIRONMENTAL QUALITY, DIVISION OF WATER RESOURCES; AND

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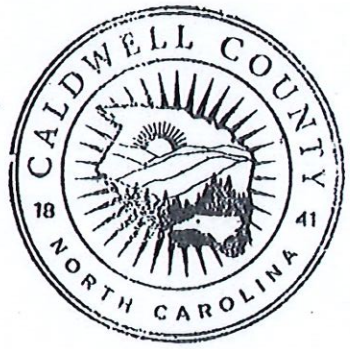
BE IT FURTHER RESOLVED THAT THE CALDWELL COUNTY BOARD OF COMMISSIONERS INTENDS THAT THIS PLAN SHALL BE REVISED TO REFLECT CHANGES IN RELEVANT DATA AND PROJECTIONS AT LEAST ONCE EVERY FIVE YEARS OR AS OTHERWISE REQUESTED BY THE DEPARTMENT, IN ACCORDANCE WITH THE STATUTE AND SOUND PLANNING PRACTICE, WITH SUCH REVISIONS AND SUBMISSIONS TO BE COORDINATED BY THE DIRECTOR OF PUBLIC UTILITIES IN CONJUNCTION WITH THE WATER QUALITY SPECIALIST.

Adopted This The 22nd Day of June, 2026

Randy T. Church, Chairman

ATTEST:

Tasha Brown, Clerk to the Board



BK 2168 PG 1155 - 1160 (6)
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06/24/2026 10:23:18 AM
Fee $0.00
10120248
Caldwell County North Carolina
Wayne L. Rash, Register of Deeds

RESOLUTION

11-2026

RESOLUTION ADOPTING THE LOCAL WATER SUPPLY PLAN FOR THE CALDWELL COUNTY NORTH WATER SYSTEM PWSID #: 01-14-048 AS APPROVED BY THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY, DIVISION OF WATER RESOURCES

WHEREAS; NORTH CAROLINA GENERAL STATUTE 143355 (l-) REQUIRES THAT EACH UNIT OF LOCAL GOVERNMENT THAT PROVIDES PUBLIC WATER SERVICE OR THAT PLANS TO PROVIDE PUBLIC WATER SERVICE AND EACH LARGE COMMUNITY WATER SYSTEM SHALL, EITHER INDIVIDUALLY OR TOGETHER WITH OTHER UNITS OF LOCAL GOVERNMENT AND LARGE COMMUNITY WATER SYSTEMS, PREPARE AND SUBMIT A LOCAL WATER SUPPLY PLAN; AND

WHEREAS; AS REQUIRED BY THE STATUTE AND IN THE INTERESTS OF SOUND LOCAL PLANNING, A LOCAL WATER SUPPLY PLAN FOR THE **CALDWELL COUNTY NORTH WATER SYSTEM PWSID #: 01-14-048** HAS BEEN DEVELOPED AND SUBMITTED TO THE CALDWELL COUNTY BOARD OF COMMISSIONERS FOR CONSIDERATION AND APPROVAL; AND

WHEREAS; THE CALDWELL COUNTY BOARD OF COMMISSIONERS FINDS THAT THE LOCAL WATER SUPPLY PLAN IS IN ACCORDANCE WITH THE PROVISIONS OF NORTH CAROLINA GENERAL STATUTE 143-355 (L) AND THAT IT WILL PROVIDE APPROPRIATE GUIDANCE FOR THE FUTURE MANAGEMENT OF WATER SUPPLIES FOR THE CALDWELL COUNTY NORTH WATER SYSTEM PWSID #: 01-14-048 AS WELL AS USEFUL INFORMATION TO THE DEPARTMENT OF ENVIRONMENTAL QUALITY FOR THE DEVELOPMENT OF A STATE WATER SUPPLY PLAN AS REQUIRED BY STATUTE; AND

NOW, THEREFORE, BE IT RESOLVED BY THE CALDWELL COUNTY BOARD OF COMMISSIONERS THAT THE LOCAL WATER SUPPLY PLAN FOR THE CALDWELL COUNTY NORTH WATER SYSTEM PWSID #: 01-14-048, ENTITLED, **"CALDWELL CO (NORTH) 2025"**, DATED MAY 27, 2026, IS HEREBY APPROVED AND HAS BEEN SUBMITTED TO THE DEPARTMENT OF ENVIRONMENTAL QUALITY, DIVISION OF WATER RESOURCES; AND

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BE IT FURTHER RESOLVED THAT THE CALDWELL COUNTY BOARD OF COMMISSIONERS INTENDS THAT THIS PLAN SHALL BE REVISED TO REFLECT CHANGES IN RELEVANT DATA AND PROJECTIONS AT LEAST ONCE EVERY FIVE YEARS OR AS OTHERWISE REQUESTED BY THE DEPARTMENT, IN ACCORDANCE WITH THE STATUTE AND SOUND PLANNING PRACTICE, WITH SUCH REVISIONS AND SUBMISSIONS TO BE COORDINATED BY THE DIRECTOR OF PUBLIC UTILITIES IN CONJUNCTION WITH THE WATER QUALITY SPECIALIST.

Adopted This The 22nd Day of June, 2026

Randy T. Church, Chairman

ATTEST:

Tasha Brown, Clerk to the Board

INTERLOCAL AGREEMENT

BETWEEN BURKE COUNTY, NORTH CAROLINA AND CALDWELL COUNTY, NORTH CAROLINA

FOR REGIONAL ADULT TREATMENT COURT COORDINATION SERVICES

This Interlocal Agreement ("Agreement") is entered into by and between Burke County, North Carolina ("Burke County") and Caldwell County, North Carolina ("Caldwell County"), collectively referred to as the "Parties."

I. PURPOSE

The purpose of this Agreement is to establish a collaborative regional coordination structure supporting Adult Treatment Court operations within Burke County and Caldwell County through shared staffing, coordination, and program management activities. The Parties desire to improve access to treatment and recovery support services, strengthen coordination across justice and behavioral health systems, and support long-term sustainability of Adult Treatment Court operations within Prosecutorial District 36.

This Agreement formalizes cost-sharing and operational responsibilities associated with a shared Treatment Court Coordinator position serving both counties.

II. AUTHORITY

This Agreement is entered pursuant to the authority granted under Article 20 of Chapter 160A of the North Carolina General Statutes, including N.C.G.S. §160A-461, authorizing units of local government to enter into interlocal agreements for the joint exercise of governmental functions.

III. TERM

This Agreement shall become effective on July 1, 2026, upon execution by both Parties, and shall remain in effect through June 30, 2027, unless terminated earlier in accordance with the provisions of this Agreement.

This Agreement may be renewed upon written agreement of both Parties.

IV. SCOPE OF COLLABORATION

The Parties agree to collaborate in support of regional Adult Treatment Court operations serving Burke County and Caldwell County. The regional coordination structure established under this Agreement is intended to improve consistency, coordination, participant engagement, operational efficiency, and alignment of Adult Treatment Court practices across both counties.

Activities supported under this Agreement include, but are not limited to:

- Coordination of referrals and participant tracking
- Multidisciplinary team coordination
- Support for treatment court staffing and court operations
- Coordination with treatment providers, peer support staff, probation, and court personnel
- Coordination and support of board and governance meetings
- Data collection and reporting activities
- Participant engagement and continuity of care efforts
- Regional planning and implementation activities related to Adult Treatment Court operations
- Standardization of policies, procedures, and operational practices across the regional model

The Parties intend to coordinate Adult Treatment Court operations collaboratively across Burke and Caldwell Counties while maintaining compliance with applicable laws, judicial authority, and administrative requirements governing treatment court operations within North Carolina.

V. STAFFING STRUCTURE

Caldwell County shall employ one full-time Treatment Court Coordinator to support Adult Treatment Court operations within both Burke County and Caldwell County.

The Treatment Court Coordinator shall:

- Support coordination and implementation activities across both counties
- Maintain referral and participant tracking processes
- Assist with multidisciplinary staffing and communication
- Coordinate data collection and reporting activities
- Support continuity of participant engagement and services
- Assist with regional planning and operational alignment efforts

The Treatment Court Coordinator shall remain solely an employee of Caldwell County. Caldwell County shall retain responsibility for payroll administration, benefits administration, supervision, personnel actions, workers compensation coverage, and all employer-related obligations.

The Coordinator shall receive day-to-day administrative supervision through Caldwell County while operational priorities and program responsibilities shall be coordinated jointly between both counties.

In the event of vacancy or personnel change, Caldwell County shall coordinate with Burke County regarding replacement staffing to ensure continuity of regional operations.

VI. FUNDING AND PAYMENT

Burke County agrees to reimburse Caldwell County for fifty percent (50%) of the salary and employer-paid fringe benefit costs associated with the Treatment Court Coordinator position, up to a total not-to-exceed amount of Sixty Thousand Dollars ($60,000) annually during the term of this Agreement.

Caldwell County shall submit monthly invoices to Burke County documenting salary and fringe benefit expenses associated with the Coordinator position. Supporting documentation sufficient to verify actual expenditures shall be included with each invoice.

Burke County shall remit payment within thirty (30) days of receipt and approval of a complete invoice.

Any costs exceeding the not-to-exceed amount established herein shall require prior written approval from both Parties.

Funding under this Agreement is contingent upon the availability of appropriated funds.

VII. GOVERNANCE AND COORDINATION

The Parties agree to participate in ongoing regional coordination and planning activities related to Adult Treatment Court operations.

Representatives from both counties shall participate in joint planning meetings and collaborative operational discussions intended to support implementation and alignment of the regional coordination structure.

Nothing in this Agreement shall supersede the authority of the presiding judges or the individual judicially managed accountability and recovery court structures operating within each county.

VIII. RECORDS, REPORTING, AND DATA SHARING

The Parties agree to cooperate in the collection, sharing, and reporting of programmatic and operational information reasonably necessary to support Adult Treatment Court operations, grant reporting requirements, program evaluation activities, and performance monitoring.

All records and data sharing activities conducted pursuant to this Agreement shall comply with applicable federal and state confidentiality laws and regulations.

IX. LIABILITY AND INDEMNIFICATION

Each Party shall be responsible for the acts and omissions of its own officers, employees, and agents.

Nothing contained in this Agreement shall constitute a waiver of governmental immunity by either Party.

Burke County shall not assume liability for employment-related obligations associated with the Treatment Court Coordinator position.

X. TERMINATION

Either Party may terminate this Agreement with sixty (60) days written notice to the other Party.

Either Party may terminate this Agreement immediately for material breach of the terms of this Agreement.

In the event of termination, the Parties agree to cooperate in good faith to support continuity of operations and minimize disruption to Adult Treatment Court services and coordination activities.

XI. AMENDMENTS

This Agreement may be amended only by written agreement executed by both Parties.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties concerning the subject matter herein and supersedes all prior discussions or understandings related thereto.

SIGNATURES

BURKE COUNTY, NORTH CAROLINA

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

CALDWELL COUNTY, NORTH CAROLINA

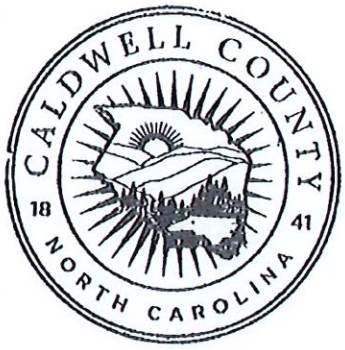
By: _____

Name: Randy Church

Title: Chairman, Board of Commissioners

Date: 6-22-2026

Attest: Tasha Brown



THIS EMERGENCY MEDICAL SERVICES AGREEMENT (hereinafter "Agreement"), is made and entered into effective the 1st day of July 2026, by and between **CALDWELL COUNTY**, a body politic, organized and existing under and by virtue of the laws of the State of North Carolina (hereinafter "Caldwell"), and **WATAUGA COUNTY**, a body politic, organized and existing under and by virtue of the laws of the State of North Carolina (hereinafter "Watauga"):

WITNESSETH

WHEREAS, Caldwell and Watauga are counties located in the mountains of North Carolina; and

WHEREAS, the terrain of these counties is not conducive to quick response by emergency vehicles; and

WHEREAS, Caldwell and Watauga counties desire to decrease response time and provide better ambulance service for the citizens along the Caldwell-Watauga border; and

WHEREAS, both the Caldwell County Board of Commissioners and the Watauga County Board of Commissioners are desirous of maintaining this mutually beneficial relationship for the benefit of their respective constituents; and

WHEREAS, the counties desire to set forth the agreement for Emergency Medical Services;

NOW, THEREFORE, in consideration of the terms and conditions as set forth herein, Caldwell and Watauga hereby agree as follows:

1. Watauga County shall provide emergency medical response service to Northern Caldwell Caldwell County on the following roads and attached streets:

Road	Address Range
Blowing Rock Blvd/US HWY 321	5585 – County Line
Valley Blvd (Town of Blowing Rock)	All
The Rock Rd (Town of Blowing Rock)	All
Pinnacle Ave (Town of Blowing Rock)	All
Green Hill Rd (Town of Blowing Rock)	All
Main St (Town of Blowing Rock)	All
US HWY 221	All
Globe Rd	7450-County Line
Old Johns River Rd	All
Hemlock Ridge Rd	All
Blue Ridge Parkway	All

2. Watauga County shall provide ambulance and emergency medical response service within the municipal limits of the Town of Blowing Rock.

3. Caldwell County shall compensate Watauga County in the sum of $15,000.00 per year for EMS Coverage in areas identified.

4. For any incident to which an EMS provider responds under this Agreement, the county whose EMS provider responds to and provides services for that incident shall be solely responsible for billing the patient or other responsible party. The responding county shall bill, collect, and retain all payments and revenues from such services in accordance with its EMS rates, policies, and all applicable state and federal laws and regulations.

5. Watauga County shall operate this service on a twenty-four (24) hour basis, seven (7) days per week.

6. Watauga County shall maintain at least the current standard of care currently provided by the emergency medical response services to their respective coverage areas.

7. Caldwell County and Watauga County will continue to provide mutual aid to each other as necessary due to call volume or severity as each EMS system's status allows; provided, however, that Caldwell County will only provide services in Watauga County if there are no other trucks or vehicles available from Watauga County to respond.

8. The term of this agreement shall be until 30 June 2027, and shall automatically renew for successive one-year periods unless either County provides notice to the other at least ninety (90) days prior to the expiration of the then existing term in order to provide ample opportunity for alternative emergency service arrangements to be made. Further, either party may terminate this agreement upon ninety (90) days written notice to the other party.

9. To the extent allowed by law, Caldwell County agrees to indemnify and hold harmless Watauga County for any and all liability arising out of the terms or performance of this contract for actions by Caldwell County. To the extent allowed by law, Watauga County agrees to indemnify and hold harmless Caldwell County for any and all liability arising out of the terms or performance of this contract for actions by Watauga County.

10. No terms of this contract shall be construed as to create a waiver of sovereign immunity as to any third party.

11. Caldwell County and Watauga County shall not be held responsible for incidental or consequential damages to the substation, emergency responder, or third party as a result of any breach of this agreement, or for any Acts of God, riot, war, civil unrest, or impossibility beyond the control of the parties causing them to be unable to perform under this agreement.

12. The terms, covenants and conditions of this agreement herein contained shall be binding upon and inure to the benefit of and shall be enforceable by Caldwell County and Watauga County and by their respective successors and assigns. The duties and responsibilities as well as the rights of each party under this contract may not be assigned by either party without the written consent of the other party.

13. All notices and written consents required under this agreement shall be deemed properly served upon mailing by certified United States Mail, postage prepaid, return receipt requested, addressed to the party to whom directed at the following address or at such other address as may be from time to time designated in writing.

14. This agreement represents the entire and integrated agreement between Caldwell County and Watauga County and supersedes all prior negotiations, representations or agreements between the parties. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by both Watauga County and Caldwell County.

15. Any and all notices to be sent to the parties shall be sent to the following addresses:

To Caldwell County:
Shane Fox, County Manager
Caldwell County Board of Commissioners
P.O. Box 2200
Lenoir, NC 28645

To Watauga County:
Deron T. Geouque, County Manager
Watauga County Board of Commissioners
814 W. King Street, Suite 205
Boone, NC 28607

16. If any portion of this contract shall be deemed to be unenforceable by any court of competent jurisdiction all remaining provision of this contract shall remain in full force and effect. This contract shall not be deemed to have been drafted by either party but has been adopted by each party as a statement of their mutual agreement and understanding.

IN WITNESS WHEREOF, both Watauga County and Caldwell County have signed and sealed this agreement, this the 22nd day of June 2026.

CALDWELL COUNTY

By: Randy T. Church, Chairman

Attest:

Clerk, Caldwell County Board of Commissioners

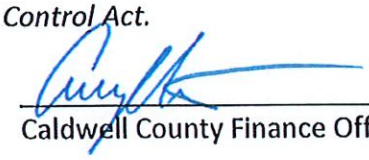
WATAUGA COUNTY

By: Braxton Eggers, Chairman

Attest:

Clerk, Watauga County Board of Commissioners

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



Caldwell County Finance Officer

Watauga County Finance Officer

STATE OF NORTH CAROLINA
CALDWELL COUNTY

AGREEMENT FOR HOUSING CALDWELL COUNTY AMBULANCE CREW

This AGREEMENT FOR HOUSING CALDWELL COUNTY AMBULANCE CREW (the "Agreement") is made and entered into this 22nd day of June, 2026, by and between Caldwell County, a political subdivision of the State of North Carolina, and The Gamewell Volunteer Fire Department, Inc., a nonprofit corporation organized and existing under the laws of the State of North Carolina ("Gamewell Fire Department").

WHEREAS, Gamewell Fire Department has secured adequate bay space and living accommodations for a Caldwell County ambulance and crew, and will continue to do so throughout the term of this Agreement, at its facility located at 2806 Morganton Boulevard SW, Lenoir, North Carolina; and

WHEREAS, Caldwell County desires to house an ambulance and crew at said facility pursuant to the terms of this Agreement;

NOW, THERFORE, in consideration of mutual promises contained herein and other good and valuable considerations, the parties hereto contract and agree as follows:

I. **TERM OF AGREEMENT**. The term of this Agreement is from July ,2026, to June 30, 2031. Caldwell County shall pay Gamewell Fire Department $10,000 annually for the term of this Agreement. This Agreement shall not renew automatically, but may be renewed upon mutual written agreement of the parties.

II. **GENERAL RESPONSIBILITIES**.

A. Caldwell County will provide one Emergency Medical Technician- Paramedic Crew (2 personnel) 24 hours a day, seven days a week at Gamewell Fire Department.

B. Gamewell Fire Department will provide adequate bay space to house a transport unit ambulance indoors, away from the outside environment, and adequate living space for crew (2 personnel) assigned to said transport unit ambulance.

C. The parties must operate under the guidelines of NIMS, North Carolina Office of Emergency Medical Services, North Carolina Rescue Association, North Carolina Department of Insurance, and Caldwell County EMS system plan.

D. For incidents and procedures not specifically covered by the terms of this Agreement, the Caldwell County Personnel Policies will govern Caldwell County employees. Valid concerns for interpretations and exceptions will be made to the EMS System Director of the Caldwell County EMS Department, who will review and decide after consulting with

senior management of Caldwell County Emergency Services and County government including the County Manager. Caldwell County will give reasonable consideration as appropriate to the relevant policies and procedures of Gamewell Fire Department.

III. **RESPONSIBILITIES OF CALDWELL COUNTY.**

A. Caldwell County EMS will provide Paramedic personnel during the hours stipulated above. Specific duties/work criteria are outlined in the Caldwell County Emergency Services Standard Operating Procedures.

B. Unless otherwise agreed in writing by the EMS Chief or Emergency Services Director, no more than two county staff (EMT, EMT-A, or Paramedic) will be provided at Gamewell Fire Department pursuant to this Agreement.

C. When not needed for paramedic duties/calls, Paramedics assigned by Caldwell County to Gamewell Fire Department are encouraged to participate in activities as assigned to other on-duty Gamewell Fire Department personnel except the Paramedics will not perform any fire-fighting duties, duties outside the scope of their practice, nor operate a fire vehicle. The Caldwell County EMS Chief or Emergency Services Director shall have final authority to determine whether Paramedics may participate in any other activity at Gamewell Fire Department that is not inconsistent with the terms of this Agreement.

D. When not needed for paramedic duties/calls, Paramedics will be expected to participate in any scheduled training sessions related to medical during their shifts except for firefighting techniques that could pose a risk of injury or liability. Special classes or programs may be scheduled upon request to, and subsequent approval of, the Training Coordinator of the Caldwell County EMS System, who will keep all appropriate training records.

E. Caldwell County will provide to the Caldwell County EMS Paramedics assigned under this Agreement the following medical equipment and/ALS supplies utilized for their job:

   a. Required communication equipment.
   b. Cardiac monitor/defibrillator.
   c. Airway equipment.
   d. Bag and medications.
   e. Medical equipment/disposable supplies that are normally exchanged such as oxygen supplies, cervical collars, AED pads etc.
   Caldwell County will provide GAMEWEL FIRE DEPARTMENT with the following:

F. Caldwell County will supply reasonable janitorial supplies for use by assigned Caldwell County Paramedics, to assist Gamewell Fire Department in maintaining a clean and safe work environment, including toilet tissue, paper towels, and station/housekeeping supplies, which shall be provided through Caldwell County's contracted supplier of any such items.

G. Caldwell County will supply bed frames, mattresses, seating, and other appropriate furniture for sue by Caldwell County's assigned Paramedics pursuant to this Agreement.

H. Caldwell County will be responsible at its own expense for all fuel for County owned vehicles used pursuant to this Agreement.

I. Procedures for the control and accountability of medications, including specifically, controlled substances will be the responsibility of the on-duty paramedic. Guidelines established by Caldwell County will be followed to comply with all governing laws and Caldwell County Policies.

J. Except as otherwise provided within this section III, Gamewell Fire Department, at its sole expense, shall be responsible to obtain and maintain all equipment, tools, materials, and/or supplies required to provide the services contemplated by this Agreement.

IV. RESPONSIBILITIES OF GAMEWELL FIRE DEPARTMENT.

A. Gamewell Fire Department shall provide a comfortable living space with separate male and female restrooms and shower accommodations for use by Caldwell County's assigned Paramedics, along with bay space for the EMS unit ambulance.

B. Gamewell Fire Department will provide at its own expense internet connection for use by Caldwell County's assigned Paramedics on duty pursuant to this Agreement.

C. Gamewell Fire Department will allow Caldwell County's assigned Paramedics on duty to use and enter data on the Gamewell Fire Department computers to the extent reasonably required in the course and scope of the Paramedics' job. Any software used or added Gamewell Fire Department's computers for purposes of Caldwell County's assigned Paramedics must be approved by an officer of Gamewell Fire Department and will be maintained by Caldwell County IT staff.

D. Due to EMS crew being stationed for 24 hours, Gamewell Fire Department will ensure bedroom facilities for Caldwell County's assigned Paramedics are in place and that noise levels entering said bedroom facilities will be kept low after 11:00 p.m., reasonably allowing said Paramedics the ability to sleep.

E. Gamewell Fire Department shall be responsible for all general maintenance and repairs of its facility.

F. Gamewell Fire Department shall provide at its own expense all Basic Life Support supplies, such as bandages etc.

G. Gamewell Fire Department shall immediately report to the on-duty Caldwell County EMS Supervisor any paramedic related adverse incidents or major incidents that have occurred within Gamewell Fire Department or concerning Caldwell County's assigned

Paramedics pursuant to this Agreement. In any event, Gamewell Fire Department will report such incident(s) no later than 24 hours of the incident occurring. All such reports shall include at least the material and contextual details of the incident.

H. Gamewell Fire Department will be responsible at its own expense to provide fuel for all of its vehicles.

I. First Responder equipment and supplies that are not normally exchanged by EMS shall be the responsibility of Gamewell Fire Department.

J. Gamewell Fire Department shall furnish proof of compliance with the insurance coverage requirements of this Agreement upon request of Caldwell County.

K. Gamewell Fire Department will at all-times remain in compliance with the Caldwell County Franchise Ordinance.

V. INSURANCE COVERAGE

A. Workers Compensation. Caldwell County shall at its own expense provide workers compensation coverage for all paid Caldwell County EMS employees as required by law. Gamewell Fire Department shall at its own expense maintain workers compensation coverage for its paid and volunteer members as required by law.

B. Commercial General Liability, Employment Practices Liability and Errors and Omissions: Gamewell Fire Department shall at its own expense procure and continuously maintain during the term of this Agreement the following minimum insurance coverages with insurers authorized to do business in North Carolina. Caldwell County shall be named as an additional insured on all liability policies with respect to Gamewell Fire Department's operations, use of facilities, or performance under this Agreement. Certificates of insurance shall be provided to the County prior to commencement of this Agreement. All policies shall provide Caldwell County at least thirty (30) days' prior written notice of cancellation or material change.

   a. Commercial General Liability Insurance (including premises/operations liability and coverage for any incidental or basic medical care, first aid, or assistance provided by Gamewell Fire Department employees or volunteers): minimum limits of $1,000,000 per occurrence and $2,000,000 general aggregate. Coverage shall be primary and non-contributory to any insurance carried by Caldwell County.

   b. Business Automobile Liability: Coverage with minimum of $1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired non-owned vehicles, and employee non-owned vehicles.

   c. Management or Directors and Officers liability: Coverage with minimum limits of

$1,000,000 per claim and $2,000,000 aggregate.

d. Umbrella Liability: minimum limit of $1,000,000 per occurrence and aggregate, providing coverage in excess of the underlying Commercial General Liability, Business Automobile Liability, and Employers' Liability policies

C. Non-Waiver of Subrogation: Caldwell County does not waive its rights to subrogation against Gamewell Fire Department.

VI. **HEALTH AND SAFETY**. Gamewell Fire Department shall be responsible for initiating and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing services under this Agreement.

VII. **LIABILITY FOR DAMAGE TO PROPERTY AND INDEMNIFICATION**. Each party shall be responsible for, and shall promptly repair or reimburse the other party for, any damage to the other party's real or personal property caused by the negligent or wrongful acts or omissions of such party, its employees, agents, volunteers, or invitees in connection with this Agreement. The responsible party's insurance (including its Commercial General Liability and Umbrella policies) shall respond to the extent coverage is available. In addition, each party shall indemnify, defend, and hold harmless the other party, its officers, employees, and agents from and against any and all third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from the negligent or wrongful acts or omissions of the indemnifying party or its employees, agents, or volunteers under this Agreement, except to the extent caused by the gross negligence or willful misconduct of the indemnified party.

VIII. **NON-DISCRIMINATION IN EMPLOYMENT**. All parties to this agreement shall not discriminate against any employee or applicant for employment because of age, race, creed, national origin, or disability.

IX. **GOVERNING LAW**. This agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this agreement shall be brought in the General Court of Justice in the County of Caldwell and the State of North Carolina.

X. **TERMINATION OF AGREEMENT**.

a. This Agreement may be terminated, without cause, by either party upon a ninety (90) day written notice to the other party. The termination notice period shall begin upon receipt of the notice of termination.

b. This Agreement may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of the Agreement, if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be

entitled to such additional rights and remedies as may be allowed by relevant law.

c. Termination of this Agreement, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party. Upon termination, all county equipment, including but not limited to vehicles paid for or reimbursed by Caldwell County shall be returned to Caldwell County, unless otherwise agreed in writing.

d. Non-Appropriation. Notwithstanding any term of the Agreement, The obligations of Caldwell County under this Agreement are contingent upon the appropriation of sufficient funds by the Caldwell County Board of Commissioners in each fiscal year. If, in any fiscal year, the Caldwell County Board of Commissioners fails to appropriate or otherwise make available sufficient funds to fulfill Caldwell County's obligations under this Agreement, Caldwell County may terminate this Agreement effective upon thirty (30) days' prior written notice to Gamewell Fire Department. In the event of such termination, Caldwell County shall have no further liability or obligation to Gamewell Fire Department under this Agreement, and Gamewell Fire Department shall have no claim against Caldwell County for damages or compensation arising from such termination. This clause shall not affect any obligations of either party that have accrued prior to the effective date of termination or any obligations for which funds have already been appropriated.

XI. **SUCCESSORS** AND ASSIGNS. Neither party may assign its interest in this Agreement without the written consent of the other party. Neither party has the authority to enter into contracts on behalf of the other party.

XII. **NOTICES.** All notices which may be required by this Agreement shall be effective when received by certified mail sent to the following respective addresses:

CALDWELL COUNTY EMS DEPARTMENT
P.O. BOX2200
LENOIR, NORTH CAROLINA 28645

GAMEWELL FIRE DEPARTMENT
2806 MORGANTON BLVD.
LENOIR, NORTH CAROLINA 28645

XIII. **RESPONSIBILITY FOR EXPENSES**. Neither party shall be liable to the other party for any expenses paid or incurred by the other party unless otherwise agreed in writing.

XIV. **ENTIRE AGREEMENT**. This Agreement, as well as The Caldwell County Franchise Ordinance shall constitute the entire understanding between Caldwell County and Gamewell Fire Department and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

XV. **HEADINGS**. The subject headings of the paragraphs are included for the purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

IN TESTIMONY WHEREOF, Caldwell County has caused this instrument to be executed by the Chairman of Board of County Commissioners and attested by the Clerk of the Board of County Commissioners, and The Gamewell Fire Department has caused this instrument to be signed in its name by its President, attested by its Secretary, and its corporate seal hereto affixed, all by authorization of its Board of Directors duly given.

CALDWELL COUNTY

By: _____

Name: Randy Church

Title: Chairman, Board of Commissioners

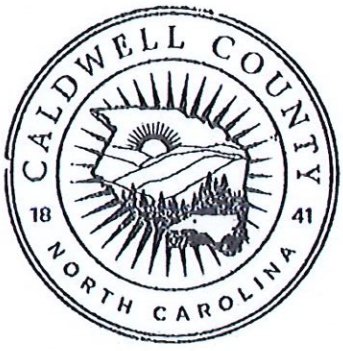
Date: _____

Attest:

_____

Clerk to the Board

(SEAL)



THE GAMEWELL VOLUNTEER FIRE DEPARTMENT, INC.

BY: _____,President

DATE: _____

BY: _____,Chief

DATE: _____

_____
Secretary/Clerk

(SEAL)

Policy for Board of Commissioners Action on Caldwell County Schools Athletic Postseason Travel Grants

Effective Date: July 1, 2026

Purpose: To establish a structured annual grant process that funds travel, lodging, and meal costs exclusively for Caldwell County School System athletic teams and individual student-athletes advancing to state championship opportunities, while delegating all allocation authority entirely to the school system.

1. Policy Statement
The Caldwell County Board of Commissioners recognizes the unique and often unpredictable financial burden placed on student-athletes, families, and schools when teams or individual competitors qualify for postseason play. To support these achievements, the Board will fund an annual **Athletic Postseason Travel Grant Pool**. This pool is strictly reserved for travel needs resulting from state championship opportunities outside of regular season events. The Caldwell County School System will maintain 100% autonomy and final authority over how these funds are distributed and spent among its qualifying schools, teams, and individual athletes.

2. Funding Mechanism and Grant Pool
- **Annual Appropriation:** The Board of Commissioners will allocate a lump sum to the Athletic Postseason Travel Grant Pool once per fiscal year.
- **Budget Integration:** The specific dollar amount of the grant pool will be determined each year by the Board as part of the county's standard annual budget process.
- **Direct Transfer:** The entire approved annual grant pool will be transferred directly to the Caldwell County School System finance department as a single allocation.

3. Strict Limitation on Use (Postseason Only)
- **Postseason Intent:** Funds must be used exclusively for full teams, partial squads, or individual student-athletes (along with their coaching staff) who advance to regional or state-level championship opportunities.
- **Regular Season Exclusion:** This grant pool **cannot** be used to fund regular-season travel, standard conference games, regular tournament events, or routine transportation needs.
- **Eligible Expenses:** For qualifying postseason events, funds are limited to:
  - **Transportation:** Charter buses, activity buses, and fuel costs for buses
  - **Lodging:** Hotel rooms and accommodations for overnight championship events.

- **Meals:** Food, per diems, or tournament meal allowances for participating student-athletes, individual qualifiers, and coaches.

- **General Exclusions:** Funds **cannot** be used for athletic equipment, uniforms, facility upgrades, salaries, or booster club operations.

4. Absolute School System Autonomy

- **Allocation Control:** The Caldwell County School System has 100% authority to determine which schools, athletic programs, specific qualifying postseason teams, or individual athletes receive funding from the pool.
- **Decision Criteria:** The school system will establish its own internal criteria to prioritize funding among advancing teams and individuals (e.g., travel distance, roster/qualifier size, financial need).
- **No County Oversight on Selection:** The Board of Commissioners will play no role in selecting recipient teams or individuals, approving individual postseason trips, or resolving internal school funding disputes.

5. Procurement and Administrative Compliance

- **School Procurement Rules:** All expenditures, bookings, and vendor selections made with these funds must follow the official procurement and purchasing policies of the Caldwell County School System.
- **Fund Roll-Over:** Any unspent monies remaining in the grant pool at the end of a fiscal year will not revert to the County. The school system will roll these funds over into the next fiscal year to accumulate and offset future postseason travel spikes.
- **Financial Reporting:** At the close of each fiscal year, the School System will provide a brief summary report to the County Manager showing the starting balance, expenditures (listed by qualifying team/individual and travel category), and the roll-over balance to ensure transparency for county taxpayers.

Adopted this 22nd day of June, 2026.

Randy Church, Chairman
Caldwell County Board of Commissioners

Attest:

Tasha Brown, Clerk to the Board

NORTH CAROLINA
CALDWELL COUNTY

MEMORANDUM OF AGREEMENT
CALDWELL COUNTY, NORTH CAROLINA
EMERGENCY SERVICES RESPONSE
FOR CALDWELL COUNTY
Between
CALDWELL COUNTY AND THE TOWN OF SAWMILLS

I. SUBJECT AND PURPOSE

This Local Government Assistance Agreement is entered into by and between Caldwell County, North Carolina, a political subdivision of the State of North Carolina (referred to as COUNTY), and the Town of Sawmills, a North Carolina Municipal Corporation (TOWN). The parties through this agreement intend to improve fire, rescue and pre-hospital medical care for all of Sawmills Rural Fire District. The purpose of this agreement is to establish a clear understanding of the obligations of all parties that have executed this agreement.

II. PARTIES

The parties to this agreement are: Caldwell County (COUNTY) and Town of Sawmills (TOWN).

III. BACKGROUND AND AUTHORITY

The COUNTY under G.S 69-25.5, G.S. 153A-233; G.S. 153A-250 and G.S. 143-517 has the authority to contract for fire-fighting or prevention services with one or more incorporated volunteer fire departments and/or municipalities; and may for these purposes appropriate funds not otherwise limited as to use by law. Secondly having the authority to regulate and control emergency medical and rescue services within its political and geographical boundaries.

IV. DUTIES AND RESPONSIBILITIES OF CALDWELL COUNTY (COUNTY)

CALDWELL COUNTY agrees to:

- Collect all applicable fire and rescue taxes in Sawmills Rural Fire District and agrees to return the funds to the Town monthly.
- Provide Advance Life Support ambulance coverage for all of Caldwell County and mutual aid to surrounding counties when adequately staffed.
- Caldwell County EMS agrees to replace medical supplies used on scene as long as patient care is not compromised. Any supplies used and not replaced at the scene shall be requested to the EMS Logistics Chief or designee with appropriate paperwork. Supplies with an expiration date can be swapped out no later than 3 months prior to the expiration date. Supplies will be picked up at the Logistics Warehouse upon appointment.

- All FIRE/RESCUE agencies within Caldwell County will operate under the Caldwell County EMS system plan and the Caldwell County Medical Director.
- Any FIRE/RESCUE agency personnel shall be a Caldwell County EMS employee to function at the ALS level in the Caldwell County EMS system plan.

V. CONTRACT CATEGORIES

(Check all that apply)

__☒__ **Provide Fire Suppression and Fire Prevention:** including but not limited to the following guidelines.

- During the term of this contract, the TOWN agrees to maintain and equip the department located at 4068 Highway 321-A, Granite Falls, NC 28630 and used as the department for Sawmills Rural Fire District.
- TOWN agrees to provide fire suppression and fire prevention within the boundaries of the Sawmills Rural Fire District.
- TOWN agrees to expend all tax district funds received pursuant to this contract in the performance of this furtherance of providing Fire Protection, Fire Prevention, Rescue Services and Emergency Medical Care within the boundaries of the Sawmills Rural Fire District.
- A fire department shall have a minimum of 20 personnel with 18 designated as firefighters and 2 as traffic personnel or show through documentation that averages of 12 firefighters have responded to each of the previous 20 structure fires.
- All firefighter members shall comply with the training requirements set forth in G.S. 58-86-25.
- Whenever a fire department responds to a fire, the chief of that department shall complete or cause to be completed a fire incident report, which report shall be on form prescribed by the Department of Insurance. When such report is made without fraud, bad faith, or actual malice, the person making the report is not subject to liability for libel or slander. The department shall forward a copy of the completed report to the fire marshal of the county in which the fire occurred. If there is no fire marshal a copy should be forwarded to the county commissioners. All bodies that receive a copy of the said report shall maintain a copy for five years, under G.S. 58-79-45.

__☒__ **Provide First Responder Services:** which includes the following guidelines.

- No personnel other than members designated as a First Responder who holds an active North Carolina certification of Medical Responder or higher will answer First Responder calls.
- All First Responders are required to maintain training hours as set forth by NCOEMS and the Caldwell County EMS System Plan.
- Each First Responder Unit should have proper identification or agency seal in sight.

- The TOWN shall maintain an active and updated roster of EMS Certified Personnel on the Fire/Rescue Agency's Continuum Account.
- The TOWN shall provide a list of 4 personnel (officers or senior members) that are EVD certified to be screened for clean license check by Human Resource department before operating a county ambulance.

Provide Rescue Services: (Check area that applies)

_____ **Light Rescue:**
- Provide Light Rescue for your designated district
- Must meet all requirements set forth by the North Carolina Association of Rescue and Emergency Medical Services Light rescue certification.

_____ **Medium Rescue:**
- Provide Medium Rescue for your designated district
- Must meet all requirements set forth by the North Carolina Association of Rescue and Emergency Medical Services Medium rescue certification.

__☒__ **Heavy Rescue:**
- Provide Heavy rescue for your designated district
- Must meet all requirements set forth by the North Carolina Association of Rescue and Emergency Medical Services Heavy rescue certification.

VI. INSURANCE REQUIREMENTS

- Workers Compensation: Caldwell County shall at its own expense provide workers compensation coverage for all paid Caldwell County EMS employees as required by law. Town shall at its own expense maintain workers compensation coverage for its paid and volunteer members as required by law.

- Town shall at its own expense procure and continuously maintain during the term of this Agreement the minimum insurance coverages set forth below, with insurers authorized to do business in North Carolina. Caldwell County shall be named as an additional insured on all liability policies with respect to Town's operations, use of facilities, or performance under this Agreement. Certificates of insurance shall be provided to the County prior to commencement of this Agreement. In addition, the Certificate of Insurance should note that the policies of the Town are written on a primary and noncontributory basis. A Certificate of Insurance noting the Additional Insured status shall be issued on an annual basis. All policies shall provide Caldwell County at least thirty (30) days' prior written notice of cancellation or material change.

- Commercial General Liability, Medical Professional Liability, Employment Practices Liability and Errors and Omissions: Coverage with minimum limits of $1,000,000 per occurrence and $2,000,000 general aggregate. Coverage shall be primary and non-contributory to any insurance carried by Caldwell County.

- Business Auto Coverage: Coverage with minimum of $1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired non-owned vehicles, and employee non-owned vehicles.
- Management or Directors and Officers liability: Coverage with minimum limits of $1,000,000 per claim and $2,000,000 aggregate
- Umbrella Liability: Coverage minimum limits of $1,000,000 per occurrence and aggregate, providing coverage in excess of the underlying Commercial General Liability, Business Automobile Liability, and Employers' Liability policies.
- The TOWN shall furnish proof of compliance with the insurance coverage requirements of this contract upon request of Caldwell County.

VIII. TERM OF AGREEMENT.

1) The term of this Agreement shall be JULY 1, 2026 to JUNE 30, 2030, fulfilling the original term of the agreement between the County and SVFR.

   The parties acknowledge County currently has an agreement with Sawmills Volunteer Fire & Rescue, Inc. ("SVFR"), whereby SVFR provides the services set forth within this Agreement between Town and County, and whereby County is contractually obligated to collect the applicable fire and rescue taxes before returning them to SVFR each month. SVFR is currently in the process of dissolution and is conveying its assets to Town. As evidenced by the signature from SVFR on this document and their written notification to the County, SVFR has given adequate written notice of its termination of its agreement with County.

2) The parties previously entered into an agreement whereby County agreed to provide tax administration services for Town, including the listing, assessment and collection of Town's municipal ad valorem property taxes by County (the "Tax Administration Agreement"). The initial term of the Tax Administration Agreement was from July 1, 2006 until June 30, 2008, and thereafter renewed automatically each fiscal year. The parties acknowledge that Town will collect Town's own ad valorem property taxes, including those for fire/rescue, beginning with the start of the 2027 fiscal year which begins July 1, 2027. The parties agree this provision constitutes County's adequate termination in writing of the Tax Administration Agreement, and that the Tax Administration Agreement shall have no force or effect beginning with the 2027 fiscal year which begins July 1, 2027.

IX. TERMINATION

Either party may terminate this agreement for any reason and at any time, Provided that the terminating party provides at least 60 day prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail return receipt requested.

X. MODIFICATION OF THIS AGREEMENT
The said TOWN will not assign this contract without obtaining prior written permission from Caldwell County. Modification of this agreement must be in writing and duly executed by both parties.

XI. COMMUNICATIONS
To provide consistent and effective communications between Caldwell County and said TOWN agency, each party shall appoint Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this agreement.

XII. Execution
This agreement will become effective upon execution of all parties to the agreement. The date of execution shall be the date of the last signature, which shall be that of the last official signature.

IN TESTIMONY WHEREOF, Caldwell County has caused this instrument to be executed by the Chairman of Board of County Commissioners and attested by the Clerk of the Board of County Commissioners, and The Town of Sawmills has caused this instrument to be executed by the Mayor of the Sawmills Town Council and attested by the Clerk of the Sawmills Town Council.

(Signatures Appear on the Following Pages)

CALDWELL COUNTY NORTH CAROLINA

By: _____ DATE: 06/25/26
Chairman, Caldwell County Board of Commissioners

ATTEST:

By: _____ DATE: 06/25/26
Caldwell County Clerk

By: _____ DATE: 06/25/2026
Trevor Key, Director
Caldwell County Emergency Services

APPROVED By: _____ DATE: 06/25/26
Dr. Garrett Snyder, Medical Director

TOWN OF SAWMILLS

By: _____ DATE: 07/01/2026
Keith Warren, Sawmills Mayor

ATTEST:

By: _____ DATE: 07/01/2026
Abigail Rich, Sawmills Town Clerk

By: _____ DATE: 07/01/2026
Sawmills Fire / Rescue Chief

571086.1

CONCURRENCE FROM SAWMILLS VOLUNTEER FIRE AND RESCUE, INC.

ATTEST:

By: Greg Wilson DATE: 07/01/2026
Greg Wilson, President of the Board of Directors.

571086.1

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 27, 2026	Administration	

AGENDA ITEM # 18

Closed Session Pursuant to N.C.G.S.§ 143-318.11(a)(4) and N.C.G.S.§ 143-318.11(a)(6)

BACKGROUND

Closed Session Pursuant to N.C.G.S.§ 143-318.11(a)(4) and N.C.G.S.§ 143-318.11(a)(6) To discuss matters relating to economic development and personnel matters.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None