Caldwell County
North Carolina
Board of Commissioners Meeting

October 26, 2026 at 6:00 PM
City-County Chambers
905 West Avenue NW, Lenoir

AGENDA

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

Public Comment Period

Invocation ***Pastor Dan Money, First United Methodist Lenoir***

Pledge of Allegiance ***Commissioner, Patrick Starnes***

Agenda Amendments from the Board, Manager & Public

Agenda Items

1.	Recognition *Randy Church*	Recognition - Jaime Logan, Miss Caldwell County
2.	Presentation *Joseph Calloway*	Veterans Services Updates
3.	Presentation *Isaac Bush*	Facilities Services - Hazardous Waste Day Updates
4.	Presentation *Anna Cook*	Public Health Department Monthly Updates
5.	Presentation *Kim Arnett*	Department of Social Services Monthly Updates

Consent Agenda

6.	Budget Revisions	Budget Revision - Emergency Watershed Protection Grant
7.	Budget Revisions	Budget Revision - Health Department
8.	Budget Revisions	Budget Revision Forest Service
9.	Budget Revisions	Budget Revision Sheriff Surveillance Equipment
10.	Budget Revisions	Budget Revision - State bonus for sworn law enforcement
11.	Budget Revisions	Budget Revision Under Cover Narcotic Vehicles
12.	Budget Revisions	Budget Revision - 911 Equipment

13.	Budget Revisions	Budget Revision 911 fund revenues
14.	Consent Agenda	Caldwell County Library Endowment Grant
15.	Consent Agenda	Courthouse Public Parking Lot Lease - First Baptist Church, City of Lenoir, Caldwell County
16.	Consent Agenda	WPCOG Charter and Bylaws Updates
17.	Consent Agenda	BOH Operating Policy
18.	Consent Agenda	Acceptance of Asset from NCEM
19.	Consent Agenda	Appointment Angela Proffit Juvenille Crime Prevention Council (JCPC)
20.	Consent Agenda	Appointment Hannah Romero Blue Ridge Community Action Board (BRCA)
21.	Consent Agenda	Appointment Kristin Atkins to the Library Board of Trustees
22.	Consent Agenda	Appointment Michael Kirby Review Officer
23.	Consent Agenda	Appointment Dana Gustin Caldwell County Local Child Fatality Prevention Team
24.	Consent Agenda	Appointment Daniel Odom & Jonathan Greer Review Officers Town of Hudson
25.	Consent Agenda	Approval of Regular and Closed Session Minutes from September 28, 2026, Board of Commissioners Meeting

Adjourn

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
October 26, 2026	Administration	Randy Church

AGENDA ITEM # 1

Recognition - Jaime Logan, Miss Caldwell County

BACKGROUND

Special recognition of Jaime Logan, Miss Caldwell County, her community service and achievements.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
October 26, 2026	Veteran's Services	Joseph Calloway

AGENDA ITEM # 2

Veterans Services Updates

BACKGROUND

Joseph Calloway, Veterans Services Director, will be providing a presentation on the Veterans Services Department. Mr. Calloway will offer an overview of the department's functions as well as important updates regarding current initiatives and services available to our veteran community.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
October 26, 2026	Administration	Isaac Bush

AGENDA ITEM # 3

Facilities Services - Hazardous Waste Day Updates

BACKGROUND

Isaac Bush, Facilities Services Manager, will provide an update on the department and the County Hazardous Waste Day.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
October 26, 2026	Health	Anna Cook

AGENDA ITEM # 4

Public Health Department Monthly Updates

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
October 26, 2026	DSS	Kim Arnett

AGENDA ITEM # 5

Department of Social Services Monthly Updates

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
October 26, 2026	Soil and Water Conservation	

AGENDA ITEM # 6

Budget Revision - Emergency Watershed Protection Grant

BACKGROUND

The county has been awarded an Emergency Watershed Protection Grant to assist with stream bank restoration. This budget revision accepts the grant and allows it to be spent.

RECOMMENDED MOTION

Approve

BUDGET IMPACT

100% grant funds with no local match

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. EWP grant_0001

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:

This budget revision allows the county to accept and spend an Emergency Watershed Protection grant to help with stream 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
10.4960.330000.10224	EWP Grant	I	$ 473,784.00	10.4960.429000.10224	Grant Expenditures	I	$ 473,784.00
Total			**473,784.00**	**Total**			**473,784.00**

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
			10/14/26		

OMB Number: 4040-0008
Expiration Date: 06/30/2028

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	$ 50,000.00	$	$ 50,000.00
2. Land, structures, rights-of-way, appraisals, etc.	$	$	$
3. Relocation expenses and payments	$	$	$
4. Architectural and engineering fees	$	$	$
5. Other architectural and engineering fees	$	$	$
6. Project inspection fees	$	$	$
7. Site work	$	$	$
8. Demolition and removal	$	$	$
9. Construction	$ 423,784.00	$	$ 423,784.00
10. Equipment	$	$	$
11. Miscellaneous	$	$	$
12. SUBTOTAL *(sum of lines 1-11)*	$ 473,784.00	$	$ 473,784.00
13. Contingencies	$	$	$
14. SUBTOTAL	$ 473,784.00	$	$ 473,784.00
15. Project (program) income	$	$	$
16. TOTAL PROJECT COSTS *(subtract #15 from #14)*	$ 473,784.00	$	$ 473,784.00

FEDERAL FUNDING		
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X 100 %	$ 473,784.00

Emergency Watershed Protection Program

Damage Survey Report for 37-05-26-5044-128 (Caldwell 1)

Returned DSR Review Notes: See email dated 7/27/2026 with eligibility concerns and needed clarification. Based on our discussion on 8/4/2026, please resubmit with changes made. List each change in your response. Current value is $1,235,587. PJV

State: NC **Disaster Event:**

DSR Name: 37-05-26-5044-128 **Local Name:** Caldwell 1

Congressional District: NC-05

FEMA Declaration Number: DR-4827-NC

Buyout? No

Federal Contract for Construction? No

Sponsor Name: Caldwell County **Tribal Sponsor?** No

Date of Sponsor Request: 11/13/2024 **Site Access Date:** 2/3/2025

Estimated Number of People Benefitted: 10,090

Cost Share Percentage: 100

LRA Community? No

Approved Cost Share Waiver? Yes

Waiver Percent: 100 **Correpondence Number:** 3284

Ranking Priority: 2

Damaged Sites

Number	Name	Description	Lat	Long	Counties	Site Eligibility	Measures Eligibility
4500	Caldwell_Colley_B.C.	Creek bank sloughing in multiple places. Threatening home, barn, and power poles. Some debris and sediment	35.9796	-81.4447	Caldwell County, NC	Eligible	Eligible

		removal will be needed.					
4501	Nordan_Zacks Fork	Stream bank erosion and debris removal. Personal bridge and dot bridge threatened. Some debris removal has been completed but not finished and fema will not approve the rest of the debris removal. Debris crews worsened the stream bank erosion and refuse to repair	35.9471	-81.5147	Caldwell County, NC	Eligible	Eligible
4503	Deal_Husband Creek	Debris removal and stream bank stabilization needed due to NCDOT bridge being threatened.	35.8615	-81.6256	Caldwell County, NC	Eligible	Eligible
4504	Heritage_Gunpowder	Stream banks are heavily eroding threatening a private school and a church. Multiple power poles are threatened and sewer pipes are being exposed. Ncdot bridge is threatened which is access to another public school, community college, apartments,	35.8567	-81.4904	Caldwell County, NC	Eligible	Eligible

		and private neighborhoods. Access to an ems station is threatened					

Planned Emergency Measure Costs

Planned Emergency Measures	Quantity	Units	Unit Costs	Measure Costs
Site: 4500 - Caldwell_Colley_B.C.				
Streambank and Shoreline Protection	300	FT	$ 233	$ 70,002
Clearing and Snagging	500	FT	$ 50	$ 25,000
Critical Area Planting	0.10	AC	$ 15,000	$ 1,500
Contingency	10	%	N/A	$ 9,650
Site: 4501 - Nordan_Zacks Fork				
Streambank and Shoreline Protection	150	FT	$ 417	$ 62,505
Clearing and Snagging	300	FT	$ 50	$ 15,000
Critical Area Planting	0.10	AC	$ 15,000	$ 1,500
Contingency	10	%	N/A	$ 7,901
Site: 4503 - Deal_Husband Creek				
Streambank and Shoreline Protection	175	FT	$ 347	$ 60,751
Clearing and Snagging	500	FT	$ 50	$ 25,000
Critical Area Planting	0.10	AC	$ 15,000	$ 1,500
Contingency	10	%	N/A	$ 8,725
Site: 4504 - Heritage_Gunpowder				
Streambank and Shoreline Protection	400	FT	$ 253	$ 101,000
Critical Area Planting	0.10	AC	$ 15,000	$ 1,500
Clearing and Snagging	400	FT	$ 50	$ 20,000
Contingency	10	%	N/A	$ 12,250

Benefits

Benefit Type	Description	Future	Damage	Near Term Damage

		Damages	Factor	Reduction
Site: 4500 - Caldwell_Colley_B.C.				
Private Properties Protected	Residence	$ 31,200	100	$ 31,200
Private Properties Protected	Septic System	$ 25,000	100	$ 25,000
Private Properties Protected	Water Well	$ 25,000	100	$ 25,000
Public Properties Protected	2 Multi-Line Power Poles	$ 50,000	100	$ 50,000
Site: 4501 - Nordan_Zacks Fork				
Private Properties Protected	Bridge	$ 75,000	50	$ 37,500
Private Properties Protected	Road	$ 50,000	100	$ 50,000
Public Properties Protected	Sewer Line	$ 50,000	100	$ 50,000
Site: 4503 - Deal_Husband Creek				
Public Properties Protected	Bridge	$ 1,200,000	25	$ 300,000
Site: 4504 - Heritage_Gunpowder				
Private Properties Protected	Commercial Building, Church and School	$ 50,000	50	$ 25,000
Public Properties Protected	Sewer Line	$ 255,000	50	$ 127,500

Total Costs: $423,784 Total Benefit: $721,200 Net Benefit: $297,416

Documents

Note: The links to photos below will only work for personnel within the USDA

Type	Name	Link
Sponsor Request Letter	Caldwell EWPRqustLetter.pdf	Link
Location Map W/ Measure Extents	Caldwell_1_All_Maps_Sketchesv2	Link
Site Plan or Sketch	Caldwell_1_All_Maps_Sketchesv2	Link

CPA 52	Caldwell_1_All_52sv2	Link
Cost Estimate Details	Caldwell_1_All_Costsv2	Link

Photos

Note: The links to files below will only work for personnel within the USDA

Name	Link
Site: 4500 - Caldwell_Colley_B.C.	
EWP Field Data Report_OID672_20260324115836_sample 3-24-26	Link
Site: 4501 - Nordan_Zacks Fork	
EWP Field Data Report_OID679_20260324115555_sample 3-24-26	Link
4501_Additional Photos (FDR or DSR)	Link
Site: 4503 - Deal_Husband Creek	
EWP Field Data Report_OID704_20260324115239_sample 3-24-26	Link
Site: 4504 - Heritage_Gunpowder	
EWP Field Data Report_OID730_20260324120335_sample3-24-26	Link
Additional Photos (FDR or DSR)	Link

Routing

Completed By

Name: Jason Firster **Role:** Acting SPM **Submitted Date:** 4/14/2026

Submitted to NHQ By

Name: John Walker **Role:** STC

Review Outcome: Approved **Review Date:** 9/2/2026

NHQ Acknowledgement

Name: Peter Vanderstappen

Review Outcome: Accepted **Review Date:** 9/3/2026

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
October 26, 2026	Health	

AGENDA ITEM # 7

Budget Revision - Health Department

BACKGROUND

The Health Department has received additional funds from the state for the Maternal and Child Health Block Grant (MCHBG)

RECOMMENDED MOTION

approve

BUDGET IMPACT

100% state funds no local match

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. BUA Health_0001

Budget Revision # _____
Item No. _____
Board Action Date _____

Caldwell County Board of Commissioners
BUDGET REVISION
Board Meeting _____

Subject: **101-Maternal Health**

Background and explanation for the Budget Revision:

The North Carolina State Legislature has released non-recurring Maternal and Child Health Block Grant (MCHBG) funding [Session Law 2026-41, Senate Bill 257, Section 9M.1.(a)] which is available for the LHD to implement maternal health services

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

SUPPLEMENTAL APPROPRIATION

Revenues: Increase / Decrease (Circle One)			**Expenditures: Increase / Decrease (Circle One)**		
Line Item #	Title	Amount	Line Item #	Title	Amount
10.5116.331503	MH-Federal	2,577.00	10.5116.426000	Supplies	2,577.00
Total		**2,577.00**	**Total**		**2,577.00**

Attachments (Yes or No):
Public Hearing (Yes or No):

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

Staff Recommendation:

Board Action:

Department Head	Date	Finance Director	Date	County Manager	Date
Anna Cook	10/1/26				

Division of Public Health
Agreement Addendum
FY 26-27

Caldwell County Health Department
Local Health Department Legal Name

Women, Infant, and Community Wellness Section / Maternal Health Branch
DPH Section / Branch Name

101 Maternal Health
Activity Number and Description

Tara Owens Shuler, (919) 707-5708, tara.shuler@dhhs.nc.gov
DPH Program Contact
(name, phone number, and email)

06/01/2026 – 05/31/2027
Service Period

DPH Program Signature **Date**
(only required for a negotiable Agreement Addendum)

07/01/2026 – 06/30/2027
Payment Period

☐ Original Agreement Addendum
☒ Agreement Addendum Revision # 1

I. Background:

As of October 1, 2026, this Agreement Addendum Revision #1 ***adds the following paragraph:***

The North Carolina State Legislature has released non-recurring Maternal and Child Health Block Grant (MCHBG) funding [Session Law 2026-41, Senate Bill 257, Section 9M.1.(a)] which is available for the LHD to implement maternal health services.

II. Purpose:

Due to the availability of additional non-recurring MCHBG funds by the North Carolina State Legislature, this Agreement Addendum Revision #1 adds additional funding for services to be provided by May 31, 2027. The LHD shall utilize these funds to meet the scope of work and deliverables in the original Agreement Addendum.

III. Scope of Work and Deliverables:

As of October 1, 2026, this Agreement Addendum Revision #1 ***adds the following to Paragraph 1:***

The LHD shall provide an updated budget to reflect their planned spending based on the updated Budgetary Estimate #1 included with this Agreement Addendum Revision #1. The updated budget must be submitted via email to Tara.Shuler@dhhs.nc.gov by October 31, 2026.

IV. Performance Measures / Reporting Requirements:

No change.

Health Director Signature (use blue ink or verifiable digital signature) Date

LHD to complete:
[For DPH to contact in case follow-up information is needed.]
LHD program contact name:
Phone and email address:

Signature on this page signifies you have read and accepted all pages of this document

FY27 - FAS federal award supplement

Activity Nbr + Name: **101** **Maternal Health**

FAS Number + Reason: **2** This FAS accompanies an AA+BE (or Revision).

Assistance Listing Nbr + Name: **93.994** Maternal and Child Health Services Block Grant to the States

Is award R&D?: no FAIN: **B0455455** IDC rate: 10.00% Fed awd total amt: $ 6,046,381

Fed award project description: Maternal and Child Health Services

Fed awd date + awarding agency: 12-02-25 HHS, Health Resources and Services Administration

Subrecipient	Subrecipient UEI	What funds are from grant **listed above**	Federal funds total for **entire FY27 AA**	Subrecipient	Subrecipient UEI	What funds are from grant **listed above**	Federal funds total for **entire FY27 AA**
Alamance	F5VHYUU13NC5	$ 5,765	$ 15,540	Jackson	X7YWWY6ZP574	$ 5,153	$ 5,153
Albemarle	WAAVS51PNMK3	$ 11,866	$ 11,866	Johnston	SYGAGEFDHYR7	$ 7,394	$ 19,935
Alexander	XVEEJSNY7UX9	$ 2,229	$ 4,558	Jones	HE3NNNUE27M7	$ 1,200	$ 7,359
Anson	PK8UYTSNJCC3	$ 3,676	$ 10,062	Lee	F6A8UC99JWJ5	$ 2,591	$ 7,597
Appalachian	CD7BFHB8W539	$ 7,841	$ 7,841	Lenoir	QKUFL37VPGH6	$ 1,357	$ 1,357
Beaufort	RN1SXFD4LXN6	$ 3,450	$ 12,886	Lincoln	UGGQGSSKBGJ5	$ 3,134	$ 8,455
Bladen	TLCTJWDJH1H9	$ 2,993	$ 2,993	Macon	LLPJBC6N2LL3	$ 3,456	$ 10,561
Brunswick	MJBMXLN9NJT5	$ 3,635	$ 9,945	Madison	YQ96F8BJYTJ9	$ 2,401	$ 7,929
Buncombe	W5TCDKMLHE69	$ -	$ -	MTW	ZKK5GNRNBBY6	$ 3,479	$ 3,479
Burke	KVJHUFURQDM5	$ 3,470	$ 6,121	Mecklenburg	EZ15XL6BMM68	$ -	$ -
Cabarrus	RXDXNEJKJFU7	$ 4,473	$ 11,584	Montgomery	E78ZAJM3BFL3	$ 4,619	$ 13,502
Caldwell	HL4FGNJNGE97	$ 2,577	$ 2,577	Moore	HFNSK95FS7Z8	$ 1,200	$ 1,200
Carteret	UC6WJ2MQMJS8	$ 3,544	$ 3,544	Nash	NF58K566HQM7	$ 232	$ 232
Caswell	JDJ7Y7CGYC86	$ 1,333	$ 1,333	New Hanover	F7TLT2GMEJE1	$ 9,994	$ 26,941
Catawba	GYUNA9W1NFM1	$ 9,813	$ 9,813	Northampton	CRA2KCAL8BA4	$ 1,524	$ 1,524
Chatham	KE57QE2GV5F1	$ 2,081	$ 5,610	Onslow	EGE7NBXW5JS6	$ 2,806	$ 16,527
Cherokee	DCEGK6HA11M5	$ 521	$ 521	Orange	GFFMCW9XDA53	$ 2,218	$ 2,218
Clay	HYKLQVNWLXK7	$ 201	$ 885	Pamlico	FT59QFEAU344	$ 582	$ 1,283
Cleveland	UWMUYMPVL483	$ 1,725	$ 9,733	Pender	T11BE678U9P5	$ 1,945	$ 1,945
Columbus	V1UAJ4L87WQ7	$ 8,303	$ 8,303	Person	FQ8LFJGMABJ4	$ 1,045	$ 1,800
Craven	LTZ2U8LZQ214	$ 13,694	$ 26,091	Pitt	VZNPMCLFT5R6	$ 10,892	$ 28,392
Cumberland	HALND8WJ3GW4	$ 17,679	$ 47,662	Polk	QZ6BZPGLX4Y9	$ -	$ -
Dare	ELV6JGB11QK6	$ 1,301	$ 3,539	Randolph	T3BUM1CVS9N5	$ -	$ -
Davidson	C9P5MDJC7KY7	$ 10,367	$ 29,818	Richmond	Q63FZNTJM3M4	$ 5,057	$ 15,152
Davie	L8WBGLHZV239	$ 3,904	$ 10,526	Robeson	LKBEJQFLAAK5	$ 9,904	$ 9,904
Duplin	KZN4GK5262K3	$ 4,943	$ 4,943	Rockingham	KGCCCHJJZZ43	$ 935	$ 935
Durham	LJ5BA6U2HLM7	$ 13,830	$ 53,134	Rowan	GCB7UCV96NW6	$ 3,007	$ 9,357
Edgecombe	MAN4LX44AD17	$ 6,039	$ 11,039	Sampson	WRT9CSK1KJY5	$ 6,826	$ 16,646
Foothills	NGTEF2MQ8LL4	$ 3,205	$ 3,205	Scotland	FNVTCUQGCHM5	$ 3,018	$ 8,782
Forsyth	V6BGVQ67YPY5	$ 18,795	$ 18,795	Stanly	U86MZUYPL7C5	$ 3,844	$ 3,844
Franklin	FFKTRQCNN143	$ 2,093	$ 6,355	Stokes	W41TRA3NUNS1	$ -	$ -
Gaston	QKY9R8A8D5J6	$ 20,964	$ 40,964	Surry	FMWCTM24C9J8	$ 4,011	$ 4,011
Graham	L8MAVKQJTYN7	$ 680	$ 680	Swain	TAE3M92L4QR4	$ 495	$ 2,615
Granv-Vance	MGQJKK22EJB3	$ 9,990	$ 34,486	Toe River	JUA6GAUQ9UM1	$ 3,027	$ 21,853
Greene	VCU5LD71N9U3	$ 1,279	$ 3,182	Transylvania	YLN4BFCJCP39	$ -	$ -
Guilford	YBEQWGFJPMJ3	$ 21,598	$ 113,181	Union	LHMKBD4AGRJ5	$ 8,880	$ 24,098
Halifax	MRL8MYNJJ3Y5	$ 2,954	$ 2,954	Wake	FTJ2WJPLWMJ3	$ 9,917	$ 22,378
Harnett	JBDCD9V41BX7	$ 925	$ 925	Warren	TLNAU5CNHSU5	$ 1,271	$ 1,271
Haywood	DQHZEVAV95G5	$ 434	$ 434	Wayne	DACFHCLQKMS1	$ 11,164	$ 26,419
Henderson	TG5AR81JLFQ5	$ 5,667	$ 5,667	Wilkes	M14KKHY2NNR3	$ 949	$ 949
Hoke	C1GWSADARX51	$ 4,202	$ 4,202	Wilson	ME2DJHMYWG55	$ 7,603	$ 17,603
Hyde	T2RSYN36NN64	$ 1,166	$ 1,166	Yadkin	PLCDT7JFA8B1	$ 2,483	$ 6,692
Iredell	XTNRLKJLA4S9	$ 3,502	$ 3,502	Yancey	L98MCUHKC2J8	$ 1,680	$ 1,680

								$0.00	0	$0.00	0	$0.00	232	$0.00	232	2,
New Hanover	*	1	0	$7,528.00	0	$75,249.00	0	$9,886.00	0	$9,887.00	0	$9,887.00	9,994	$0.00	9,994	122,
Northampton	*	1	0	$1,560.00	0	$15,592.00	0	$0.00	0	$0.00	0	$0.00	1,524	$0.00	1,524	18,
Onslow	*	1	0	$687.00	0	$6,865.00	0	$8,004.00	0	$8,005.00	0	$8,005.00	2,806	$0.00	2,806	34,
Orange	*	1	0	$2,269.00	0	$22,686.00	0	$0.00	0	$0.00	0	$0.00	2,218	$0.00	2,218	27,
Pamlico	*	1	0	$484.00	0	$4,838.00	0	$408.00	0	$409.00	0	$409.00	582	$0.00	582	7,
Pender	*	1	0	$1,990.00	0	$19,888.00	0	$0.00	0	$0.00	0	$0.00	1,945	$0.00	1,945	23,
Person	*	1	0	$949.00	0	$9,484.00	0	$440.00	0	$441.00	0	$441.00	1,045	$0.00	1,045	12,
Pitt	*	1	0	$8,360.00	0	$83,562.00	0	$10,208.00	0	$10,209.00	0	$10,209.00	10,892	$0.00	10,892	133,
Polk			-483	$483.00	-4,825	$4,825.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	-5,308	
Randolph			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	
Richmond	*	1	0	$3,567.00	0	$35,661.00	0	$5,890.00	0	$5,889.00	0	$5,889.00	5,057	$0.00	5,057	61,
Robeson	*	1	0	$10,134.00	0	$101,300.00	0	$0.00	0	$0.00	0	$0.00	9,904	$0.00	9,904	121,
Rockingham	*	1	0	$957.00	0	$9,568.00	0	$0.00	0	$0.00	0	$0.00	935	$0.00	935	11,
Rowan	*	1	0	$2,066.00	0	$20,651.00	0	$3,704.00	0	$3,705.00	0	$3,705.00	3,007	$0.00	3,007	36,
Sampson	*	1	0	$5,421.00	0	$54,190.00	0	$5,728.00	0	$5,729.00	0	$5,729.00	6,826	$0.00	6,826	83,
Scotland	*	1	0	$2,171.00	0	$21,704.00	0	$3,362.00	0	$3,362.00	0	$3,362.00	3,018	$0.00	3,018	36,
Stanly	*	1	0	$3,933.00	0	$39,318.00	0	$0.00	0	$0.00	0	$0.00	3,844	$0.00	3,844	47,
Stokes			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	
Surry	*	1	0	$4,104.00	0	$41,020.00	0	$0.00	0	$0.00	0	$0.00	4,011	$0.00	4,011	49,
Swain	*	1	0	$170.00	0	$1,694.00	0	$1,237.00	0	$1,236.00	0	$1,236.00	495	$0.00	495	6,
Toe River	*	1	0	$101.00	0	$1,007.00	0	$10,983.00	0	$10,982.00	0	$10,982.00	3,027	$0.00	3,027	37,
Transylvania			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	
Union	*	1	0	$6,664.00	0	$66,613.00	0	$8,878.00	0	$8,877.00	0	$8,877.00	8,880	$0.00	8,880	108,
Wake	*	1	0	$8,163.00	0	$81,602.00	0	$7,270.00	0	$7,269.00	0	$7,269.00	9,917	$0.00	9,917	121,
Warren	*	1	0	$1,300.00	0	$13,000.00	0	$0.00	0	$0.00	0	$0.00	1,271	$0.00	1,271	15,
Wayne	*	1	0	$8,995.00	0	$89,909.00	0	$8,900.00	0	$8,899.00	0	$8,899.00	11,164	$0.00	11,164	136,
Wilkes	*	1	0	$971.00	0	$9,707.00	0	$0.00	0	$0.00	0	$0.00	949	$0.00	949	11,
Wilson	*	1	0	$6,188.00	0	$61,854.00	0	$5,834.00	0	$5,833.00	0	$5,833.00	7,603	$0.00	7,603	93,
Yadkin	*	1	0	$1,871.00	0	$18,699.00	0	$2,456.00	0	$2,455.00	0	$2,455.00	2,483	$0.00	2,483	30,
Yancey	*	1	0	$1,717.00	0	$17,183.00	0	$0.00	0	$0.00	0	$0.00	1,680	$0.00	1,680	20,
Totals			0	331,832	0	3,317,002	0	305,528	0	305,533	0	305,533	400,000	0	400,000	4,965,

Sign and Date - DHHS Program Administrator

Tara Owens Shuler 08/27/26 | 11:16 AM EDT

1BA1D37E5E08484...

Sign and Date - DHHS Budget Office – ATC Coordinator

9/3/2026

Sign and Date - DHHS Section Chief

DocuSigned by:

Belinda Pettiford 09/02/26 | 3:55 PM PDT

4B0C63BC5DE04B0...

Sign and Date - DHHS Budget Officer

9/3/2026

04 9/3/2026

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
October 26, 2026	Administration	

AGENDA ITEM # 8

Budget Revision Forest Service

BACKGROUND

The NC Forest Service has requested additional funding to cover the county's share of state raises. The revision provides that increase.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Budget Revision Forest Service

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:
The NC Forest Service has requested additional funding to cover the county's share of state raises. The revision provides that increase.

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	$	9,824.00
Total				**9,824.00**

Line Item #	Title	I/D		Amount
10.6571.469303.5004	Forestry Service	I	$	9,824.00
Total				**9,824.00**

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
			10/19/26		

Outlook

Caldwell County - Proposed Budget Revision for FY 26-27

From Johnston, Joshua <Joshua.Johnston@ncagr.gov>
Date Thu 10/1/2026 9:55 AM
To Robbins, Adam W <Adam.Robbins@ncagr.gov>

1 attachment (28 KB)
Revised - 13% LI - Caldwell County Budget 2026-27.xlsx;

Adam, two recent state-level changes have directly impacted our budget outlook for **Caldwell County**:

- State Salary Adjustments (SB 257): In addition to the anticipated 3% cost-of-living adjustment (COLA), the state budget included an unexpected 10% legislative raise for NC Forest Service county staff (bringing their total raise to 13%). Smokechasers received the baseline 3% COLA, which was also unbudgeted. Neither increase was included in earlier budget drafts.
- Revised On-Call Pay Rate: In July, the Office of State Human Resources (OSHR) revised the statewide on-call policy. While we originally budgeted to switch from 12-hour to 24-hour on-call coverage at $2.00/hour, OSHR raised the rate to $3.50/hour – effectively tripling our baseline on-call projections.

Budget Impact:

- **Total Forecasted Need**: Increases from **$362,164** to **$386,724**.
- **County Share**: Increases from **$150,355** to **$160,179**.

Without this budget adjustment, we will be forced to scale back auxiliary services (such as Forest Management, Forest Health, and Information & Education) to ensure uninterrupted funding for Forest Protection (Wildfire Response). Please review the attached revised budget proposal for a full itemized breakdown. If this looks good to you and your county manager/finance officer, please let me know and I will begin updating the contracts.

Joshua Johnston
District Forester
NC Forest Service – District 2
NC Registered Forester #1855
ISA Certified Arborist SO-10976A

Office: 828-757-5611
Cell: 704-616-2252
Fax: 828-757-5614
Email: joshua.johnston@ncagr.gov

D2 Headquarters
1543 Wilkesboro Blvd, NE

| Lenoir, NC 28645

E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties.

		FY26 Proposed	
ACCOUNT	Funding Source	ACCOUNT DESCRIPTION	AMOUNT
51210000	1000	FULL-TIME SALARY APPRO	$ 64,725
51210000	2000	FULL-TIME SALARY RCPT	$ 43,150
51310000	1000	TEMP WAGES APPRO	$ 20,400
51310000	2000	TEMP WAGES RCPT	$ 13,600
51410000	1000	OVERTIME APPRO	$ 6,000
51410000	2000	OVERTIME RCRPT	$ 4,000
51440000	1000	ON-CALL PAY APPRO	$ 10,800
51440000	2000	ON-CALL PAY RCPT	$ 7,200
51460000	1000	LONGEVITY -APPRO	$ 531
51460000	2000	LONGEVITY -RCPT	$ 354
51510000	1000	SOCIAL SECURITY APPRO	$ 7,839
51510000	2000	SOCIAL SECURITY RCPT	$ 5,225
51520000	1000	RETIREMENT APPRO	$ 20,761
51520000	2000	RETIREMENT RCPT	$ 13,840
51560000	1000	HEALTH INSURANCE APPRO	$ 11,355
51560000	2000	HEALTH INSURANCE RCPT	$ 7,569
51664000	1000	NONTAX EMP CELLPHONE REIMB APP	$ -
51664000	2000	NONTAX EMP CELLPHONE REIMB REC	$ -
		TOTAL PERSONNEL	**$ 237,349**

			-
ACCOUNT		ACCOUNT DESCRIPTION	AMOUNT
52110000		LEGAL SERVICES	
52132000		OTHER PROVIDED MED SER	$ 50
52133000		EMPLYEE/EMPLYMENT PHYSIC	$ 75
52170000		ADMIN SERVICES	$ 200
52170002		ADMIN SVC-TEMP AGENCY SV	$ -
52184000		JANITORIAL SER AGREEMENT	$ -
52185000		WASTE REM/RECY SER AGREE	$ 100
52186000		SECURITY SERVICE AGREE	$ -
52187000		PEST CONTROL AGREEMENT	$ 75
52199000		MISC CONTRACTUAL SERVICE	$ 1,500
52199002		MISC SVC-AGRI/FORSTRY SV	$ -
52199017		MISC-WATER IMPROVMT STUD	$ -
52199027		MISC-EMERGENCY PERSONNEL	$ 4,500
52199037		DRUG TESTING	$ 50
52210000		ENRG SER -ELECTRICAL	$ 1,600
52220000		ENRG SER -NAT.GAS/PROPAN	$ -
52220001		ENGR SER -PROPANE	$ -
52230000		ENRG SER -WATER & SEWER	$ 300
52241000		ENRG SER -FUEL OIL	$ -
52244000		ENRG SER -CHEM & ADDIT	$ -
52310000		REPAIRS-BUILDINGS	$ 1,000
52310001		REP BLDG-AC SYSTEMS	$ 100

52310002		REP BLDG-CARPENTRY	$ 100
52310003		REP BLDG-ELECT SYSTEMS	$ -
52310004		REP BLDG-PAINTING	$ -
52310005		REP BLDG-PLUMBING	$ 100
52320000		REPAIRS-OTHER STRUCTURES	$ -
52331000		REPAIRS-MOTOR VEHICLES	$ 500
52331001		REPAIRS-VEHICLE/CAR WASH	$ -
52333000		REPAIRS-OTHER EQUIPMENT	$ 250
52337000		REPAIRS-PC/PRINTER	$ -
52390000		REPAIRS-OTHER	$ -
52390001		REPAIRS-LEAK UNDRGRD STO	$ -
52430000		MAINT AGREEMENT-EQUIP	$ -
52441000		MAINT AGRMT-OTHER SOFTWR	$ 300
52450000		MAINT AGREE-SERVER EQUIP	$ -
52490000		MAINT AGREEMENT-OTHER	$ -
52512000		RENT/LEASE-BLDINGS/OFFIC	$ -
52513000		RENT/LEASE-OTH FACILITIE	$ -
52521000		RENT/LEASE-MOTOR VEHICLE	$ -
52523000		RENT/LEASE-VOICE COMM EQ	$ -
52524000		RENT/LEASE-GEN OFF EQUIP	$ 200
52524001		RENT-OFC EQ-POSTAGE METE	$ -
52590000		RENT/LEASE OTHER PROPERT	$ 500
52711000		TRANSP AIR - IN STATE	$ -
52712000		TRANS AIR-OUT STATE,IN U	$ -
52714000		TRANSP-GRND - IN STATE	$ -
52715000		TRANS GRND-OUT STA,IN US	$ -
52717000		TRANSP OTHER - IN STATE	$ -
72718000		TRANS OTH-OUTSTATE, IN U	$ -
52721000		LODGING - IN STATE	$ 1,500
52722000		LODGING-OUT STATE, IN US	$ -
52724000		MEALS - IN STATE	$ 800
52725000		MEALS-OUT OF STATE,IN US	$ -
52727000		MISC - IN STATE	$ -
52728000		MISC - OUT STATE, IN US	$ -
52732000		BD/NON-EMPLOYEE SUBSIS	$ -
52810000		BUNDLED VOICE/DATA	$ -
52811000		TELEPHONE SERVICE	$ 1,050
52812000		TELECOMMUN DATA CHRG-**WAN**	$ 150
52814000		CELLULAR PHONE SERVICES	$ 750
52815000		EMAIL AND CALENDARING	$ -
52817000		INTERNET SERV PROV CHARG	$ 500
52821000		COMPUTER/DATA PROCESS SV	$ -
52840000		POSTAGE, FREIGHT & DELIV	$ -
52840001		POST,FR&DEL-MAILING SVCS	$ -
52840002		POST,FR&DEL-FREIGHT & DE	$ 100
52840003		POST,FR&DEL-POSTAL METER	$ 100
52850000		PRINT,BIND,DUPLICATE	$ -

52860000		ADVERTISING	$ -
52870000		CABLE TV	$ -
52911000		PROPERTY-INSURANCE	$ -
52912000		MOTOR VEHICLE INSURANCE	$ 1,500
52913000		LIABILITY INSURANCE	$ 2,125
52920000		BONDING	$ -
52930000		REGISTRATION FEES	$ 50
52942000		OTHER EMP EDUCATIONAL EX	$ -
532xxx		**PURCHASED SERVICES**	**$ 20,125**
53110000		GENERAL OFFICE SUPPLIES	$ 300
53120000		DATA PROCESSING SUPPLIES	$ 250
53150000		SECURITY & SAFETY SUPP	$ 3,000
53150001		SEC&SAFSUPP-MOTR VEH PAR	$ -
53150004		SEC&SAFSUPP-FIRE SUPPRES	$ -
53190000		OTHER ADMIN SUPPLIES	$ 200
53210000		JANITORIAL SUPPLIES	$ 100
53240000		CARPENTRY & HARDWARE SUP	$ 200
53250000		AGRICULTURL/ANIMAL SUPPL	$ -
53260000		SAND,GRAVEL,CONCRETE SUP	$ 300
53270000		STRUCTURAL STEEL SUPPLIE	$ -
53280000		ROAD SIGNS & SIGNALS	$ -
53290000		OTHER FACILITY & HARDWAR	$ 2,000
53310000		GASOLINE	$ 11,000
53320000		DIESEL FUEL	$ 1,000
53330000		OIL, LUBRICANTS, FLUIDS	$ 500
53340000		TIRES & TUBES	$ 2,500
53350000		MOTOR VEH REPLCEMNT PART	$ 2,500
53350001		MOT VEH REPL PRTS-NON-HW	$ -
53360000		OTHER FUELS	$ -
53410000		FOOD SUPPLIES	$ -
53510000		CLOTHING & UNIFORMS	$ 1,200
53710000		SCIENTIFIC SUPPLIES	$ -
53720000		EDUCATIONAL SUPPLIES	$ 500
53900000		OTHER MATERIALS & SUPP	$ 250
53900003		OTHMAT&SUPP-COMM SUPPLIE	$ 250
53900004		OTHMAT&SUPP-INCENTV&PROM	$ -
53900425		LANDSCAPE MATERL/SUPPLIE	$ -
533xxx		**SUPPLIES**	**$ 26,050**
54511000		FURN-OFFICE	$ 500
54521000		OFFICE EQUIPMENT	$ 150
54523000		EQUIP-SCIENTIFIC/MEDICAL	$ -
54527000		EQUIP-AGRICULTURAL	$ -
54528000		EQUIP-VOICE COMMUNICATIO	$ 50
54528002		RADIOS	$ -
54529001		EQUIP CU & SEC - WEAPONS	$ -
54530000		NON WAN DP EQUIPMENT	$ -

54534000		PC/PRINTER EQUIPMENT	$ 1,500
54539000		OTHER EQUIPMENT	$ 31,000
54539001		OTH EQUIP-AUDIO/VISUAL	$ -
54541000		AUTOS, TRUCKS, & BUSES	$ 60,000
54544000		TRAILERS	$ -
54549000		OTHER MOTORIZED VEHICLES	
54713000		PC SOFTWARE	
534xxx		**PROPERTY PLANT & EQUIP**	**$ 93,200**
55120000		LICENSES & PERMIT COSTS	$ -
55232000		LEO SEPARATION ALLOW	$ -
55830000		MEMBERSHIP DUES&SUBSCRIP	$ -
55840000		SERVICE & OTHER AWARDS	$ -
55890000		OTHER ADMIN EXPENSE	$ -
55900000		OTHER EXPENSES	$ 10,000
535xxx		**OTHER EXPENSES**	**$ 10,000**
		TOTAL OPERATING	**$ 149,375**

Total Contract	***$***	***386,724***
State Portion	***$***	***232,035***
County Portion	***$***	***154,689***

100% Position	$	5,490
County Total	$	160,179

	FY26 Proposed	$ -
ACCOUNT	ACCOUNT DESCRIPTION	AMOUNT
	County Ranger	$ 57,175
	Asst. County Ranger(s)	$ 44,200
	FM Clerk	$ 6,500
	FFEO	$ -
	VERT I	$ -
	FULL-TIME	$ 107,875
	SMOKECHASER	$ 34,000
	FM CLERK	
		$ -
	TEMP WAGES	$ 34,000
	HOLIDAY/OVERTIME	$ 10,000
	ON-CALL PAY	$ 18,000
	LONGEVITY	$ 885
	SOCIAL SECURITY	$ 13,064
	RETIREMENT	$ 34,601
	HEALTH INSURANCE	$ 18,924
	TOTAL PERSONNEL	$ 237,349

# OF FTE	MEDICAL COST	TOTAL
2.125	$ 8,905	$ 18,924

	SOCIAL SECURITY %	Retirement %
	7.65%	25.30%

	COUNTY AGREEMENT %	40%

100% Funded

	FY26 Proposed	$ -
ACCOUNT	ACCOUNT DESCRIPTION	AMOUNT
	TEMP WAGES	$ 8,500
	SMOKECHASER	$ 8,500
	FULL-TIME SALARIES	$ -
	FFEO	$ -
	HOLIDAY/OVERTIME	$ -

	ON-CALL PAY	$ -
	LONGEVITY	$ -
	SOCIAL SECURITY	$ 651
	RETIREMENT	$ -
	HEALTH INSURANCE	$ -
	TOTAL 100% PERSONNEL	**$ 9,151**
	COUNTY AGREEMENT %	**40%**
	AMOUNT BILLED	**$ 3,661**
	AMOUNT TO INVOICE	**$ 5,490**

# OF FTE	MEDICAL COST	TOTAL
0	$ 8,905	$ -

	TOTAL 100% PERSONNEL	**$ 5,490**

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
October 26, 2026	Sheriff's Office	

AGENDA ITEM # 9

Budget Revision Sheriff Surveillance Equipment

BACKGROUND

This budget revision uses federal asset seizure funds at the Sheriff's office to purchase surveillance equipment.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Budget Revision- Cameras

Caldwell County

AGENDA ITEM SUMMARY

Submitter: **Sheriff Kevin Bean** **Meeting Date: 10/26/2026**

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

Suggested Motion(s): Approval of Purchase of Pole Cameras in Undercover Operations

---

SUMMARY: Request that we be able to use $16,045.00 from the State Asset Seizure Fund to cover the purchase of Pole Cameras for Undercover Operations.

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

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

If no, describe how it will be funded.

ATTACHMENTS: **See Attached Request & Documents**

ic

Budget Revision # _____

Item No. _____

Caldwell County Board of Commissioners

BUDGET REVISION

Board Meeting: October 26,2026

Subject: Undercover Vehicle Replacement

Background and explanation for the Budget Revision:

To cover the cost of the purchase of an undercover Pole Cameras used in Undercover Capacity

This request requires no local funds

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

SUPPLEMENTAL APPROPRIATION

Revenue	Increase		**Expenditures:**	Increase	
Line Item #	Title	Amount	Line Item #	Title	Amount
104314-331100	ASSET SEIZ FUNDS	$ 16,045.00	104311-451000	Cap Equipment	$16,045.00
Total		**16,045.00**	**Total**		**16,045.00**

Attachments (Yes or No): YES
Public Hearing (Yes or No):

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

Staff Recommendation:

Board Action: No Local Funds

Department Head	Finance Director	Date	County Manager	Date
Kevin H. Bean 10/21/2026				

ADVANCED COVERT TECHNOLOGY
P.O. Box 3234
Evans, GA 30809
+17064968275
info@act-sales.com
Visit us at www.act-sales.com

Quote 260839

ADDRESS	SHIP TO	DATE	TOTAL	EXPIRATION DATE
Caldwell Co Sheriff's Office ATTN: ACCTS PAYABLE 2351 Morganton Blvd SW Lenoir, NC 28645	Caldwell Co Sheriff's Office ATTN: Lt. Eric Moore 2351 Morganton Blvd SW Lenoir, NC 28645	10/13/2026	$7,225.00	11/13/2026

SALES REP
Spain Scott

DATE	ACTIVITY	QTY	RATE	AMOUNT
	ACT PCSS Utility Pedestal Camera Surveillance System - Wireless broadband IP pedestal camera, weather resistant poly carbonate enclosure, wireless PTZ, 19.5" Tall x 7.5" Diameter, integrated 12vdc rechargeable battery, .001 lux rating for low light operations, 4G LTE cellular modem and you can view/record from anywhere	1	6,900.00	6,900.00
	Tiger Cam:ACT TCV-VCADD View Commander - Additional camera license	1	200.00	200.00

We appreciate your business!

A 3.50% service charge will be applied to all credit card transactions. Customers may avoid this fee by paying via check.

SUBTOTAL	7,100.00
SHIPPING	125.00
TOTAL	$7,225.00

THANK YOU.

Accepted By

Accepted Date

ADVANCED COVERT TECHNOLOGY
P.O. Box 3234
Evans, GA 30809
+17064968275
info@act-sales.com
Visit us at www.act-sales.com

Quote 260838

ADDRESS	SHIP TO	DATE	TOTAL	EXPIRATION DATE
Caldwell Co Sheriff's Office ATTN: ACCTS PAYABLE 2351 Morganton Blvd SW Lenoir, NC 28645	Caldwell Co Sheriff's Office ATTN: Lt. Eric Moore 2351 Morganton Blvd SW Lenoir, NC 28645	10/13/2026	$9,070.00	11/13/2026

SALES REP
Spain Scott

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Tiger Cam:ACT TCV-514C 12" Tiger Cam Video System - Wireless broadband IP with 20X Canon PTZ Camera. Tiger Cam System includes 4G modem	1	7,495.00	7,495.00
	Tiger Cam:ACT Enviro Enviro Climate Control and Reset - Thermostat, heater, fans, timer reset, remote control reset, etc.	1	700.00	700.00
	Tiger Cam:ACT VC-NVR View Commander Software and Dongle Hardware - Management software: controls and records your video from the Tiger Cam	1	750.00	750.00

We appreciate your business!

A 3.50% service charge will be applied to all credit card transactions. Customers may avoid this fee by paying via check.

SUBTOTAL	8,945.00
SHIPPING	125.00
TOTAL	$9,070.00

THANK YOU.

Accepted By

Accepted Date

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
October 26, 2026	Sheriff's Office	

AGENDA ITEM # 10

Budget Revision - State bonus for sworn law enforcement

BACKGROUND

The state has provided funding to allow for each sworn law enforcement officer to receive a bonus of $1,750. This budget revision allows those funds to be received and spent by the county.

RECOMMENDED MOTION

Approve

BUDGET IMPACT

All state funds, no local match.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. BUA SBI bonus_0001

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:

The state has provided funding through the SBI to provide one time bonus to all sworn law enforcement of $1,750 each. This revision allows those funds to flow through the county to the officers through the payroll system.

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
10.4310.330000.10223	Other Grants	I	$ 169,554.00
Total			**169,554.00**

Line Item #	Title	I/D	Amount
10.4310.412100	Salary	I	$ 12,250.00
10.4311.412100	Salary	I	$ 7,000.00
10.4315.412100	Salary	I	$ 24,500.00
10.4316.412100	Salary	I	$ 54,250.00
10.4317.412100	Salary	I	$ 19,250.00
10.4318.412100	Salary	I	$ 12,250.00
10.4320.412100	Salary	I	$ 21,000.00
10.5200.412100	Salary	I	$ 7,000.00
10.4310.418100	FICA	I	$ 938.00
10.4311.418100	FICA	I	$ 536.00
10.4315.418100	FICA	I	$ 1,875.00
10.4316.418100	FICA	I	$ 4,151.00
10.4317.418100	FICA	I	$ 1,473.00
10.4318.418100	FICA	I	$ 938.00
10.4320.418100	FICA	I	$ 1,607.00
10.5200.418100	FICA	I	$ 536.00
Total			**169,554.00**

Attachments (Yes or No): No

Public Hearing (Yes or No):

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

Staff Recommendation:

Board Action:

Department Head	Date	Finance Director	Date	County Manager	Date
			10/09/26		

Anthony (Tony) Helton

From: Local LE Bonus 2026 <LocalLEBonus2026@ncsbi.gov>
Sent: Friday, October 9, 2026 6:52 AM
To: Brandy Ellis; Anthony (Tony) Helton; Courtney Covey
Subject: SBI Local Law Enforcement Bonus Program - Payment Confirmation

Dear Caldwell County Sheriff's Office Contacts,

The North Carolina State Bureau of Investigation (SBI) is pleased to confirm that a check has been issued to **Caldwell County** on behalf of **Caldwell County Sheriff's Office** for the 2026 Local Law Enforcement Bonus Program.

Payment Details

Agency:	Caldwell County Sheriff's Office
Invoice/Reference Number:	LEA0056
Certified Sworn FTEs:	90.
Base Bonus Amount:	$157,500.00
Employer Social Security and Medicare (FICA):	$12,049.20
Total Check Amount:	**$169,549.20**

The total check amount is based on the eligible sworn FTEs certified by your agency and includes the base bonus funding plus the employer portion of FICA associated with those bonus payments.

The check has been mailed to the remittance address provided by your agency and will include **LEA0056** as the payment reference to assist with identification and reconciliation.

Final Program Reconciliation

During the week of October 19, 2026, SBI will send the final planned program form. Your agency will be asked to provide information and supporting documentation necessary to reconcile the amount distributed by SBI with the bonuses actually paid to eligible officers.

Additional instructions will be provided with the reconciliation request. Please retain the payroll documentation supporting the bonus payments for submission at that time.

We appreciate the assistance of your agency's authorized, payroll, and finance contacts throughout this process. The cooperation of participating agencies has been essential to the timely administration and distribution of these funds.

Questions may be directed to LocalLEBonus2026@ncsbi.gov.

Thank you for your continued cooperation.

North Carolina State Bureau of Investigation
Local Law Enforcement Bonus Program

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
October 26, 2026	Sheriff's Office	

AGENDA ITEM # 11

Budget Revision Under Cover Narcotic Vehicles

BACKGROUND

To cover the cost of the purchase of undercover Narcotics vehciles used for undercover drug operations. Includes a trade-in of compromised vehicle.

RECOMMENDED MOTION

Approval as this request requires no local funds

BUDGET IMPACT

None, State Assest Serizure Funds

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Oct26 Narc Vehicles

ic

Budget Revision # _____

Item No. _____

Caldwell County Board of Commissioners

BUDGET REVISION

Board Meeting: **October 26,2026**

Subject: Undercover Vehicle Replacement

Background and explanation for the Budget Revision:

To cover the cost of the purchase of an undercover Narcotics vehciles used for undercover drug operations.
Includes a trade-in of compromised vehicle
This request requires no local funds

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

SUPPLEMENTAL APPROPRIATION

Revenue	Increase		**Expenditures:**	Increase	
Line Item #	Title	Amount	Line Item #	Title	Amount
104314-331100	ASSET SEIZ FUNDS	$ 45,100.00	104314-451001	VEHICLES	$45,100.00
Total		**45,100.00**	**Total**		**45,100.00**

Attachments (Yes or No): YES
Public Hearing (Yes or No):

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

Staff Recommendation:

Board Action: No Local Funds

Department Head	Finance Director	Date	County Manager	Date
Kevin H. Bean 10/14/2026				

Caldwell County
AGENDA ITEM SUMMARY

Submitter: **Sheriff Kevin Bean** **Meeting Date: 10/26/2026**

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

Suggested Motion(s): Approval of (1) Narcotics Vehicle Trade & (1) Purchase

---

SUMMARY: Request that we be able to use $45,100.00 from the State Asset Seizure Fund to cover the purchase of a 2 new Narcotics Under Cover Vehicle. These vehicles will replace undercover vehicles that have been compromised in an undercover capacity.

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

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

If no, describe how it will be funded.

ATTACHMENTS: **See Attached Request & Documents**

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

Date: October 14,2026

To: Shane Fox
County Manager

Re: Narcotics Vehicle Replacement

At this time our office would like to request that we be able to use $ 45,100.00 from the State Controlled Substance Tax Fund to cover the purchase of a new Narcotics Under Cover Vehicle. It is imperative that these vehicles be undated every so often for Officer Safety Purposes. Please see the attached Budged Revision. Should you need any further information please contact Sheriff Kevin Bean at 828-759-1543 or 828-217-2761.

Sincerely

Kevin H. Bean

Sheriff Kevin H. Bean

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

838 Wilkesboro Blvd.
Lenoir, NC 28645
Cars 1.888.781.1999 Toll Free
SUV/Trucks 1.888.664.7629 Toll Free
www.carspluslenoir.com

CARS PLUS LENOIR LLC

Specializing in Toyota, Honda, BMW, Volvo, Nissan etc., 4x4's, Sports Utilities, Boats and Motorcycles

Car Center 828.757.9999
Truck Center 828.758.9929
FAX 828.754.8246

RETAIL ORDER FOR A MOTOR VEHICLE

PURCHASER'S NAME: CALDWELL COUNTY
STREET ADDRESS: PO BOX 2200 CITY: LENOIR STATE: NC ZIP: 28645
RESIDENCE PHONE: EDIC 795-0407 BUSINESS PHONE: EMAIL ADDRESS:

VEHICLE BEING PURCHASED

PLEASE ENTER MY ORDER FOR THE FOLLOWING ☐ NEW ☐ USED ☐ CAR ☐ TRUCK

YEAR: 2025 MAKE: MAZDA
MODEL OR SERIES: CX50 BODY TYPE: CX50
COLOR:
IDENTIFICA:
ENGINE TYPE:
TO BE DE ON OR AB:
SALESPE:

CONFIDENTIAL

USED VEHICLE TRADED IN AND/OR OTHER CREDITS

MAKE OF TRADE-IN
YEAR MODEL BODY
VIN #
ACV: BY:

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

BALANCE OWED TO
ADDRESS

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

ADDITIONAL OPTIONS INCLUDED IN PRICE AT RIGHT

1)
2)
3)

INSURANCE AGENT		
INSURANCE COMPANY		
POLICY #		
TAG#	EXPIRATION	
ACCESSORIES	$	
☐ Leather		
☐ Navigation		
☐ DVD		
☐ Sunroof		
☐ Tow Package		
☐ Automatic		
☐ Other		
CASH PRICE OF VEHICLE & ACCESSORIES	$ 31800	00
STATE AND LOCAL TAXES	—	—
LICENSE, LICENSE TRANSFER, TITLE, REGISTRATION FEE	—	—
TOTAL PRICE OF UNIT	$ 31800	00
TOTAL CREDIT (TRANSFERRED FROM LEFT COLUMN)	$ —	—
UNPAID CASH BALANCE DUE ON DELIVERY	$ 31800	00

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

PURCHASER'S SIGNATURE _____
ACCEPTED BY _____ (DEALER)
PER CARS Plus Lenoir (NAME AND TITLE) DATE 10-13-2024

838 Wilkesboro Blvd.
Lenoir, NC 28645
Cars 1.888.781.1999 Toll Free
SUV/Trucks 1.888.664.7629 Toll Free
www.carsplusIenoir.com

CARS PLUS LENOIR LLC

Specializing in Toyota, Honda, BMW, Volvo, Nissan etc., 4x4's, Sports Utilities, Boats and Motorcycles

Car Center 828.757.9999
Truck Center 828.758.9929
FAX 828.754.8246

RETAIL ORDER FOR A MOTOR VEHICLE

PURCHASER'S NAME: Caldwell County
STREET ADDRESS: PO Box 2200 CITY: Lenoir STATE: NC ZIP: 28645
RESIDENCE PHONE: Eric: 795-0407 BUSINESS PHONE: EMAIL ADDRESS:

VEHICLE BEING PURCHASED

PLEASE ENTER MY ORDER FOR THE FOLLOWING ☐ NEW ☐ USED ☐ CAR ☐ TRUCK

YEAR 2023 MAKE Toyota
MODEL OR SERIES TUNDRA BODY TYPE SR5
COLOR
IDENTIFI
ENGINE TYPE
TO BE ON OR
SALESI

CONFIDENTIAL

USED VEHICLE TRADED IN AND/OR OTHER CREDITS

MAKE OF TRADE-IN Ram 1500 MAROON
YEAR 2021 MODEL 4X4 BODY
VIN # 1C6SRFBT4LN224332
ACV: 25500 BY: Tyler

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

BALANCE OWED TO
ADDRESS

USED CAR TRADE-IN ALLOWANCE	$ 25500	00
BALANCE OWED ON TRADE-IN		
NET ALLOWANCE ON TRADE-IN	$	
DEPOSIT OR CREDIT BALANCE		
CASH WITH ORDER	$	
TOTAL CREDIT (TRANSFER TO RIGHT COLUMN)	$	

ADDITIONAL OPTIONS INCLUDED IN PRICE AT RIGHT

1)
2)
3)

INSURANCE AGENT
INSURANCE COMPANY
POLICY #
TAG# EXPIRATION

ACCESSORIES	$	
☐ Leather		
☐ Navigation		
☐ DVD		
☐ Sunroof		
☐ Tow Package		
☐ Automatic		
☐ Other		

CASH PRICE OF VEHICLE & ACCESSORIES	$ 38800	00
STATE AND LOCAL TAXES	—	—
LICENSE, LICENSE TRANSFER, TITLE, REGISTRATION FEE	—	—
TOTAL PRICE OF UNIT	$ 38800	00
TOTAL CREDIT (TRANSFERRED FROM LEFT COLUMN)	$ 25500	00
UNPAID CASH BALANCE DUE ON DELIVERY	$ 13300	00

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

PURCHASER'S SIGNATURE _____
ACCEPTED BY _____ (DEALER)
PER _____ (NAME AND TITLE) DATE _____

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
October 26, 2026	Sheriff's Office	

AGENDA ITEM # 12

Budget Revision - 911 Equipment

BACKGROUND

This budget revision appropriates fund balance in the 911 fund to allow for the purchase of equipment.

RECOMMENDED MOTION

Approve

BUDGET IMPACT

100% 911 fund, no general fund dollars included.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. 911 Equipment_0001

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:

This budget revision appropriates $47,754 in the 911 fund to allow for the purchase of equipment, see attached quotes.

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
13.3000.397000	Fund Balance App	I	$ 47,754.00
Total			**47,754.00**

Line Item #	Title	I/D	Amount
13.4309.451000	Equipment	I	$ 47,754.00
Total			**47,754.00**

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
			10/12/26		

Mobile Communications America

MOBILE COMMUNICATIONS AMERICA
3026 Stewart Creek
Charlotte, NC 28216
Phone: 704-597-5220
Fax:

QUOTATION

341001495

Bill To:
Caldwell County NC Comm APO
Attn Carla Bates
2351 Morganton Blvd SW
Lenoir, NC 28645-4973

Ship To:
Caldwell County NC Communications
2351 Morganton Blvd SW
Lenoir, NC 28645-4973

Contact:
Contact #:

Contact: Rebecca Price
Contact #: 828-426-8504

Date: 09/23/2026	Customer #: 106270	Terms: NET 30 DAYS		
Quantity	Description	U/M	Unit Price	Extended
1	Safran Masterclock SecureSync 2400 Pkg	EA	11,988.24	11,988.24
1	4.0" DIGITAL DISPLAY CLOCK	EA	1,564.71	1,564.71
1	LOW LOSS GPS ANTENNA CABLE REPLACES CAL7100	EA	847.06	847.06
1	SHIPPING/HANDLING	EA	55.00	55.00
1	FIELD TECH LABOR ONLY	EA	1,560.00	1,560.00

Accepted By: _____ **Date:** _____

Please contact customer representative by phone or email with any questions:
Customer Rep: Stori McIntyre
Phone #:
Email: StoriMcIntyre@callmc.com

Subtotal :	$16,015.01
Tax :	$1,081.01
Total Quote :	$17,096.02

Quote Valid for 30 Days.

Payments over $150,000 should be made electronically via ACH. Check payments exceeding $150,000 may not be accepted unless an approved exception has been granted. Acceptance is at the company's discretion and may be subject to public sector requirements, contractual obligations, or other business considerations.

Effective August 1, 2018, all credit card payments are subject to a 2% convenience fee

All orders are subject to the MCA Terms and Conditions attached hereto and incorporated by reference.
Order are also subject to partial shipment and partial invoice.
Tax calculations provided are estimates and are subject to change.

MarketSpace Solutions, Inc.

747 S Laurel Street
Phone 704-736-1388 - Fax 704-736-1132

QUOTE

Date	Quote #
07/27/26	MSSQ55846

Sold To: Caldwell County Sheriff
Cendy Harris
2351 Morganton Blvd. SW
Lenoir, NC 28645

Phone: (828) 759 1540
Fax:

Ship To: Caldwell County Sheriff
Cendy Harris
2351 Morganton Blvd. SW
Lenoir, NC 28645

Phone: (828) 759 1540
Fax:

Terms	Rep	P.O. Number	Ship Via
Net 30	Thad Lowe	quote	

Qty	Part Number	Description	Unit Price	Ext. Price
7	210-BPWD	Dell Pro Tower Plus Desktop: Intel Core Ultra 5 235 (13 TOPS NPU, 14 cores, 5.0GHz) Processor Windows 11 Pro, English, Brazilian Portuguese, French, Spanish 32GB: 1 x 32GB, DDR5, 5600 MT/s 512GB, M.2, Solid State Drive Intel Intregrated Graphics (3 Display Ports) - Supports 3 Monitors Dell Pro Wireless Keyboard and Mouse - KM5221W Trusted Platform Module Internal Speaker Gigabit Ethernet Port Optional 5GbE LAN NIC System Power Cord C13 (Philipine/TH/US) Quick Start Guide, Dell Pro Tower Plus 3 Year Parts and Labor Warranty with 3 Year Onsite Service	$1,978.00	$13,846.00
14	U4924DW	Dell UltraSharp 49 Curved Monitor - U4924DW Advanced Exchange Service 3 Years	$1,278.00	$17,892.00
1	FRT	No Freight Charge	$0.00	$0.00

SubTotal	$31,738.00
Estimated Sales Tax	$2,221.66
Shipping	$0.00
Total	**$33,959.66**

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
October 26, 2026	Sheriff's Office	

AGENDA ITEM # 13

Budget Revision 911 fund revenues

BACKGROUND

The state 911 board has awarded the county an additional $91,747.26 to help pay for equipment in the new comm center. This revision reduces the fund balance appropriation in that fund by that amount. It also reduces the fund balance appropriation and equipment line item by an additional $60,000 to avoid overdrawing the fund. This should leave sufficient money in the equipment line item to make the necessary purchases.

RECOMMENDED MOTION

Approve

BUDGET IMPACT

Reduces the fund balance appropriation and equipment line items in the 911 fund while increasing the revenue line item. It has no impact on the general fund.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. 911 new funds_0001

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:

The 911 board has awarded an additional $91,747.26 to the county to help cover the cost of equipment for the new comm center. This revision also reduces the fund balance appropriation and equipment line item by $60,000 to ensure that the county does not budget more fund balance in the 911 fund than it has available.

.

SUPPLEMENTAL APPROPRIATION

Line Item #	Title	I/D		Amount	Line Item #	Title	I/D		Amount
13.4309.340015	911 Revenue	I	$	91,747.26	13.3000.397000	Fund Balance App	D	$	91,747.26
13.3000.397000	Fund Balance App	D	$	60,000.00	13.4309.451000	Equipment	D	$	60,000.00
Total				**151,747.26**	**Total**				**151,747.26**

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
			10/12/26		

NC DIT 911 Board | NORTH CAROLINA DEPARTMENT OF INFORMATION TECHNOLOGY

NATHANIEL S. DENNY
SECRETARY & STATE CHIEF INFORMATION OFFICER
NC 911 BOARD CHAIRMAN

MELANIE A. JONES
NC 911 BOARD VICE CHAIR

L. V. POKEY HARRIS
NC 911 BOARD EXECUTIVE DIRECTOR

MEMORANDUM

TO: Rebecca Price
PSAP Manager

FROM: Sarah Templeton
Financial Analyst

DATE October 9, 2026

RE: Caldwell PSAP Approved FY2027 Funding Reconsideration

The North Carolina 911 Board approved the FY2027 funding reconsideration for Caldwell County in the amount of $91,747.26 on Wednesday, September 30, 2026. The funding reconsideration final packet is included with this letter and the PSAP will only be reimbursed for the Board-approved eligible items.

Reconsiderations are requested based on estimated amounts for ETSF ending fund balance and ETSF budget. PSAP agrees to accept any reconsideration award with the understanding a reconciliation of the actual amounts for the ETSF fund balance, use of fund balance for expenditures proposed in the reconsideration request, and the actual reconsideration request expended during the fiscal year will be conducted. Should the reconciliation determine that the ETSF funds were available for the requested reconsideration expenditure(s), the full or partial amount of the reconsideration will not be awarded or will result in the PSAP repaying such funds.

As set forth in the Board's Funding Reconsideration policy, capital expenditures and annual recurring expenses are reimbursed to the PSAP after the PSAP meets the requirements listed below. Monthly recurring operational costs are included in the PSAP's monthly distribution amount.

Funding reconsideration reimbursements must be submitted by May 15 to the PSAPs regional coordinator, Financial Analyst, and PSAPs Financial Review Specialist. If the PSAP needs a limited extension to submit the reimbursement request, the request must be submitted via email to the Regional Coordinator before May 15. The project(s) for which the reconsideration funds were awarded must be complete at the time of submission. The reimbursement packet must include the jurisdiction's invoice to the NC 911 Board, vendor invoice(s) as supporting documentation, proof of payment for the vendor invoice, and confirmation via the email submission that the fund balance has been expended. If the PSAP receives reimbursement after the close of the fiscal year in which it was approved (FY2027), the reimbursement must be accrued back to the Emergency Telephone System Fund (ETSF) for the year it was approved (FY2027).

Thank you.

P O Box 17209, Raleigh, NC 27619-7209
4101 Mail Service Center, Raleigh, NC 27699-4101
Telephone: 919-754-6624
it.nc.gov/nc911board

FUNDING RECONSIDERATION REQUEST

FY2026 Estimated Emergency Telephone System Fund Balance:	**$ 746,116.37**
Use of Fund Balance:	
Console Radio System (Primary PSAP)	$ 575,511.09
Console Furniture (Primary PSAP)	$ 170,605.28
Remaining Fund Balance for Use FY2027:	$ -
FY2027 Distribution:	$ 233,046.41
FY2027 *Reduced Amount for Distribution	$ -
FY2027 Total Approved Distribution:	$ 233,046.41
Budget Operational Cost FY2027	$ 264,110.00
Budget Capital Cost FY2027	$ 806,800.04
Total Available Funds FY2027	$ (837,863.63)
Total Funding Reconsideration Request	
FY2027 Operational Cost	$ 31,063.59
FY2027 Capital Cost	$ 60,683.67
Total Funding Reconsideration Request	$ 91,747.26
Total FY2027 Estimated Distribution and Reconsideration	$ 324,793.67

Recommendation to approve the FY2027 funding reconsideration in the amount of $91,747.26

Recommendation

Explanation of column C and D for Operational Costs:
*D - Increases in annual one time costs related to operational needs. (e.g. CAD maintenance costs increased by $X.XX. Will not have enough funds in distribution or fund balance to cover the increase.)

OPERATIONAL COST	**Annual Increase Amount**	**Comments - (notes pertaining to cost(s))**
Software Maintenance	$ 31,063.59	Partial CAD Mainenance for FY2027
Total:	**$ 31,063.59**	

CAPITAL COST: **See Approved Use of Funds List for requirements	**Primary PSAP**	**Backup PSAP**	Comments - (notes pertaining to cost(s))
Telecommunicator console furniture that holds eligible emergency dispatch equipment. This includes workstation desk, cabinets, tables, resource center, lift columns that control the height of the desk, environmental control system and task lights.	$ 4,833.48		Xybix Console Furniture - Primary PSAP
Chairs (Per approved seat)	$ 16,129.69		Chairs (7) - Primary PSAP
CAD server	$ 7,982.50		CAD Cloud Migration
Monitors for 911 Call Taking	$ 17,892.00		CAD Monitors - Primary PSAP
Computer Workstations (CAD, Radio, GIS) per approved seat	$ 13,846.00		CAD Workstations (7) - Primary PSAP
Total:	**$ 60,683.67**	**$ -**	

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
October 26, 2026	Public Library	

AGENDA ITEM # 14

Caldwell County Library Endowment Grant

BACKGROUND

The Caldwell County Public Library requests permission to apply for a grant from the Caldwell County Library Endowment, which is managed by the North Carolina Community Foundation. The library is eligible to request $2,880 during the 2026 grant cycle. These funds will be used to purchase four thermal label printers and printing supplies. This project requires no matching funds.

RECOMMENDED MOTION

Approve

BUDGET IMPACT

None

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
October 26, 2026	Administration	

AGENDA ITEM # 15

Courthouse Public Parking Lot Lease - First Baptist Church, City of Lenoir, Caldwell County

BACKGROUND

This lease is a public parking agreement between First Baptist Church of Lenoir, the City of Lenoir, and Caldwell County. The property is located on the north side of Ashe Avenue in the City of Lenoir.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Parking Lot Lease-First Baptist Church_09.29.26_Draft

STATE OF NORTH CAROLINA]
]
COUNTY OF CALDWELL]

PUBLIC PARKING AGREEMENT

THIS PUBLIC PARKING AGREEMENT made this _____ day of _____, 2026, by and between **FIRST BAPTIST CHURCH OF LENOIR**, a North Carolina non-profit corporation (hereinafter referred to as "**the Church**") and **CITY OF LENOIR**, a North Carolina municipal corporation (hereinafter referred to as "**the City**") and **COUNTY OF CALDWELL**, a subdivision of the State of North Carolina (hereinafter referred to as "**the County**");

W I T N E S S E T H;

That Whereas, the Church is the owner of certain real property located on the north side of Ashe Avenue in the City of Lenoir and more particularly described in a deed recorded in Book 1169, at Page 1105, Caldwell County Registry; and

Whereas, the City is the owner of certain real property located on the west side of Ridge Street near the intersection with Ashe Avenue in the City of Lenoir and more particularly described in deeds recorded in Book 746, at Page 808, and in Book 692, at Page 199, Caldwell County Registry; and

Whereas, there is a parking lot or lots located behind the present First Baptist Church building, which parking lots extend from behind the church buildings adjoining Ashe Avenue to Ridge Street and being located on the property of the Church and also on the property of the City as it extends to Ridge Street; and

Whereas, the Church, the City and the County have reached agreement regarding improvements to be made to such parking areas and all parties desire to set their agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein and in further consideration of the sum of Ten ($10.00), the parties agree as follows:

1. **Property Subject to Agreement**. The property subject to this Agreement is the parking areas located behind the First Baptist Church building and extending adjacent to Ashe Avenue and extending to Ridge Street in the City of Lenoir and being located partly on the property of the Church as described in Deed recorded in Book 1169, at Page 1105, Caldwell County Registry, and partly on the property of the City as described in deeds recorded in Book 746, at Page 808, and in Book 692, at Page 199, Caldwell County Registry (hereinafter referred to as "**the Parking Area**").

2. **Consideration**. The City and County will share all costs and expenses equally, on a 50/50 basis, up to $16,500.00 toward the costs of certain improvements to the parking area. These improvements are repairing the low spot located at stormwater infrastructure, filling major cracks that exist at the time of execution of this agreement, and sealcoating and striping the parking area. The parking lot improvements will be completed as soon as reasonable after contract execution based on seasonal weather conditions and contractor availability. A contractor will perform filling major cracks, sealcoating, and striping, for which the City and County will pay upon completion up to $15,975.00. The City will pay this figure and the County will reimburse the City $8,250.00. The City will repair the

low spot at the storm infrastructure for which it will be credited $525.00 toward its one-half of the City and County's $16,500.00 obligation. Thereafter, the City and County will share the costs of normal maintenance and upkeep.

3. **Public Parking Area & Term**. The Church, the City and the County, agree that for and during the next Twenty (20) years from the date of this agreement, the Parking Area shall be and remain a public parking area for the use and benefit of all the parties to this agreement, the citizens of Caldwell County, the citizens of Lenoir and the members and guests of the Church.

4. **Reservation of Use**. The Church reserves the right to the exclusive use of the parking area on Sundays and at other times when needed during special services or functions at the Church. The Church also reserves the right to designate parking spaces for the Church staff and for the required number of handicapped parking spaces.

5. **Termination of Agreement**. The Church shall have the right and privilege of terminating this agreement, in whole or in part, at any time during the twenty-year term of this agreement. In the event of such termination, the church shall pay the County and the City the amount they invested in improving the parking area, less five (5%) percent per year for each year that has expired from the date of this Agreement to the date of termination. Said five percent to be calculated based upon the area withdrawn from the parking area and based upon costs of the improvements as reported to the Church by the City and the County.

6. **Term of Agreement**. Pursuant to the Agreement, the Parking Area shall become and remain a public parking area for the term of Twenty (20) Years from the date of this Agreement subject to the Reservation of Use set forth above.

7. **Property of the Church**. The parties acknowledge that the parking area located on the property of the Church is and shall remain the property of the Church subject to the rights and privileges of the County and the City as set out herein. The parties further acknowledge that at the end of the term of this Agreement, the Parking Area on the property of the Church shall be and shall remain the sole and separate property of the Church free from any condition or limitations imposed by this agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in their respective names by authority duly granted and by action taken by their respective bodies.

FIRST BAPTIST CHURCH OF LENOIR
a North Carolina non-profit corporation

by:_____

CITY OF LENOIR

by:_____

COUNTY OF CALDWELL

by:_____

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
October 26, 2026	Administration	

AGENDA ITEM # 16

WPCOG Charter and Bylaws Updates

BACKGROUND

The Western Piedmont Council of Governments Policy Board proposes to update the WPCOG Charter and Bylaws. Last updated in 2007, the Charter and Bylaws updates serve to increase transparency and clarity for local governments. The Executive Committee and the Policy Board unanimously approved and recommended these changes. These updates have also been reviewed by WPCOG legal counsel. The draft Charter and Bylaws are included for your review.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Memo_Managers-Clerks_WPCOG_Charter-Bylaws_Updates_9.23.2026
2. Charter Bylaws Revised Draft - For Local Govt Distribution 09.23.2026_final

Western Piedmont
Council of Governments

1880 Second Avenue NW | Hickory, 28601
PO Box 9026 | Hickory, NC 28603
828.322.9191 | Fax: 828.322.5991 | www.wpcog.org

Creative Regional Solutions Since 1968

Memorandum

Date: September 23, 2026
To: WPCOG Local Government Managers, Administrators, and Clerks
From: Anthony W. Starr, Executive Director
Subject: WPCOG Charter and Bylaws Updates – ACTION NEEDED BY YOUR BOARD/COUNCIL

The Western Piedmont Council of Governments Policy Board proposes to update the WPCOG Charter and Bylaws. Last updated in 2007, the Charter and Bylaws updates serve to increase transparency and clarity for our local governments. The Executive Committee and the Policy Board unanimously approved and recommended these changes. These updates have also been reviewed by WPCOG legal counsel. The draft Charter and Bylaws are included with this communication for your review.

Summary of Changes

- Adds explicit language regarding the COG's authorization to act as the regional public housing authority (Article VI, Section 1). This was recommended to clarify authority to assist in bonds (no obligation to WPCOG or local governments) for tax advantages for developers of affordable housing projects. Original authorization for the WPCOG to act as a regional public housing authority was given in 1977.
- Changes the vote threshold for action to a simple majority instead of a two-thirds majority. (Article VII, Section 4; Article XI, Section 4). This is consistent with local government voting procedures.
- Eliminates the Treasurer position, while adding another at-large position on the Executive Committee (Article VIII, Sections 1 and 2). This is consistent with common local government structure.
- Eliminates the Secretary position while adding another at-large position on the Executive Committee and add reference to a staff Clerk to the Board (Article VIII, Section 2). This is consistent with common local government structure.
- A reference to the WPCOG finance officer was added. (Article X, Section 3). WPCOG is subject to the NC Local Government Budget and Fiscal Control Act like its municipalities and counties.
- Minor language clarifications that don't impact the intent or structure of a section.

As outlined in the Charter and Bylaws, any modification must be sent to each member government for ratification, with approval by three-fourths of the members of the WPCOG required (21 of the 28 members). Following approval by member governments, a second reading of the changes must be held at the next regular Policy Board meeting, at which time actions of the members will be reported and accepted.

The effective date of the revised Charter and Bylaws would be the second reading of the Policy Board following ratification by the required number of members. The Policy Board intends to give final approval at its November meeting. Please let us know if you have questions or require further information.

We request that our local government's governing boards approve the proposed changes and let us know by Thursday, November 12, 2026.

Executive Committee: Randy Burns, Chair | Larry Yoder, Vice Chair | Larry Chapman, Secretary | George B. Holleman, Treasurer | Joseph L. Gibbons, Past Chair | **At-Large Members:** Mike LaBrose | Cole Setzer | Jill Patton | Chris Jernigan | **Executive Director,** Anthony W. Starr

Serving: Alexander County | Taylorsville | Burke County | Connelly Springs | Drexel | Glen Alpine | Hildebran | Morganton | Rutherford College | Valdese | Caldwell County | Cajah's Mountain | Cedar Rock | Gamewell | Granite Falls | Hudson | Lenoir | Rhodhiss | Sawmills | Catawba County | Brookford | Catawba | Claremont | Conover | Hickory | Long View | Maiden | Newton

CHARTER OF THE WESTERN PIEDMONT COUNCIL OF GOVERNMENTS

I. Name

The Council shall be called Western Piedmont Council of Governments (WPCOG).

II. Powers, Duties and Functions

The Western Piedmont Council of Governments shall have the following powers:

A) To apply for, accept, receive and dispense funds and grants made available to it by the State of North Carolina or any agency thereof, the United States of America or any agency thereof, any unit of local government (whether or not a member of the Council) and any private civic agency;

B) To employ personnel;

C) To contract with consultants;

D) To contract with the State of North Carolina, any other state, the United States of America, or any agency thereof, for services;

E) To study regional governmental problems, including matters affecting health, safety, welfare, education, recreation, economic conditions, regional planning and regional development;

F) To promote cooperative arrangements and coordinated action among its member governments;

G) To make recommendations for review and action to its member governments and other public agencies which perform functions within the region in which its member governments are located;

H) For the purpose of meeting the council's office space and program needs, to acquire real property by purchase, gift, or otherwise, and to improve that property. The council may pledge real property as security for indebtedness used to finance acquisition of that property or for improvements to that real property, subject to approval by the Local Government Commission as required under North Carolina General Statute 159—153. The council may not exercise the power of eminent domain;

I) Any other powers that are exercised or capable of exercise by its member governments and desirable for dealing with problems of mutual concern to the extent such powers are specifically delegated to it from time to time by resolution of the governing board of each of its member governments which are affected thereby.

J) Any other powers authorized by applicable law and duly conferred upon or delegated to the Council in the manner required by such law.

III. Delegates

Each member government shall appoint a representative of such member government to serve as the official delegate to the Policy Board of the Western Piedmont Council of Governments. An alternate delegate shall also be appointed to serve when the official delegate is unable to attend regular and special Council meetings.

A majority of the appointed representatives must be elected officials. No member government employee shall be eligible to serve as a delegate or alternate delegate.

In addition, the Policy Board shall appoint seven (7) additional delegates to satisfy requirements of the Economic Development Administration (EDA) for board composition.

The term of office, method for filling vacancies, and method of compensation and allowances shall be as set forth in the Council Bylaws.

IV. Financial Support

The Western Piedmont Council of Governments shall receive financial support for its operations and programs as follows:

A) Regular Assessments – The member governments of the Western Piedmont Council of Governments shall fund the Council operations by means of assessments on a per capita basis as determined by the Policy Board of the Council. The per capita share of a member government shall be based on the latest North Carolina Office of State Budget estimates and shall include the population within the geographic area of the member government. Counties shall provide funds per capita after subtracting the populations of member governments within the geography of such county.

B) Special Assessments – The member governments shall fund certain Council operations and programs by means of special assessments as prescribed by law and determined by the Policy Board.

C) State and Federal Grants – The Council shall apply for and receive state and federal grants for programs approved by the Policy Board of the Council.

D) Private and Charitable Contributions – The Council shall apply for and receive and be entitled to receive funds for its operations and programs from charitable and private sources approved by the Policy Board of the Council.

V. Dissolution

A) The Western Piedmont Council of Governments shall be dissolved upon the unanimous vote of all member governments comprising the Council and the adoption of concurrent resolutions of all members of the Western Piedmont Council of Governments setting forth the dissolution and the reason therefore.

B) Any member government may withdraw from the Western Piedmont Council of Governments at the end of any fiscal year by giving at least 60 days' written notice to each of the other members. Withdrawal of a member government shall not dissolve the Council if at least two members remain.

C) Following adoption of concurrent resolutions dissolving the Western Piedmont Council of Governments or following withdrawal of all member governments from the Western Piedmont Council of Governments, the Council shall proceed to liquidate its assets and pay all liabilities within a 12-month period beginning with the date of the adoption of such resolutions or withdrawal of such members. Any assets remaining following the payment of liabilities shall be distributed in cash or in kind to the member governments in such proportions as the Policy Board of the Council may decide. Such distribution shall be made only after a unanimous vote of the members authorizing the distribution.

VI. Amendment

The Charter of the Western Piedmont Council of Governments may be amended upon the adoption of concurrent resolutions by three fourths of the existing members of the Council approving such amendment. A three-fourths majority shall be required to approve amendments to the Charter.

VII. This revised Charter shall be effective upon ratification by the required three-fourths majority of member governments.

This _____ of _____, 2026.

Amended 11/27/90
Amended 2/23/04
Amended 5/22/07
Amended 3/23/2010
Amended _____/2026

BYLAWS OF THE WESTERN PIEDMONT COUNCIL OF GOVERNMENTS

Article I. Charter

Section 1. Charter Agreement

The Western Piedmont Council of Governments is organized and exists pursuant to concurrent resolutions and amendments thereto adopted by and among the Counties of Alexander, Burke, Caldwell and Catawba; and the municipalities of Brookford, Cajah's Mountain, Catawba, Cedar Rock, Claremont, Connelly Springs, Conover, Drexel, Gamewell, Glen Alpine, Granite Falls, Hickory, Hildebran, Hudson, Lenoir, Long View, Maiden, Morganton, Newton, Rhodhiss, Rutherford College, Sawmills, Taylorsville and Valdese, in accordance with N.C. General Statute 160A-470, et. seq., as amended.

Article II. Creation

Section 1. Name of Council

The name of the regional council of governments hereby created is the "Western Piedmont Council of Governments," hereinafter referred to as the "Council." The address of the Council is 1880 2nd Avenue NW, Hickory, NC 28601.

Section 2. Legal Authority

The Council shall exist and function pursuant to N.C. General Statute 160A-470, et. seq., and other applicable laws governing regional councils of governments and public authorities.

Article III. Definition of Terms

Section 1. Terms

A. Council – the Western Piedmont Council of Governments.

B. Delegate – a representative of a member government appointed to the Policy Board by the participating member government.

C. Appointed Delegate – a minority representative or private citizen appointed to the WPCOG Policy Board by its delegates. It is the goal of the WPCOG, in compliance with the U.S. Economic Development Administration (EDA) regulations, to provide for minority representation and private citizen membership on the WPCOG Policy Board. In order to achieve this goal, seven additional delegates will be appointed by the WPCOG Policy Board who are broadly representative of the principal economic interests of the WPCOG area including the interests of the area's minority and low-income populations. These Appointed Delegates must be private citizens who are neither elected

officials nor employees of a member government. Minority representation will be obtained by working with minority groups and agencies in the area covered by the WPCOG.

D. Member Governments – those local governmental units which are charter members of the Council or approved for membership pursuant to the provisions of these Bylaws.

E. Policy Board – the governing body of the Council comprised of one representative from each member government, known as a delegate, and seven non-elected representatives.

F. Region E – Region E consists of the geographic area of Alexander, Burke, Caldwell and Catawba Counties.

G. Year – fiscal year of July 1 through June 30, unless otherwise defined.

Article IV. Membership

Section 1. Membership

The members of the Council shall be the following governmental units within Region E: Counties of Alexander, Burke, Caldwell and Catawba; and the municipalities of Brookford, Cajah's Mountain, Catawba, Cedar Rock, Claremont, Connelly Springs, Conover, Drexel, Gamewell, Glen Alpine, Granite Falls, Hickory, Hildebran, Hudson, Lenoir, Long View, Maiden, Morganton, Newton, Rhodhiss, Rutherford College, Sawmills, Taylorsville and Valdese, and such other governmental units within as may apply for and be accepted as a member government pursuant to these Bylaws.

Section 2. Application for Membership

A. Any county or municipality within Region E is eligible for membership in the Council. Upon written application, a prospective member shall be subject to the approval of a two-thirds majority of existing members. Such approval shall be given or withheld by each member government through its delegate on the Policy Board of the Council.

B. Following approval, a prospective new member shall adopt a resolution adopting the Charter and Bylaws of the Council, as amended.

C. Following approval, a new member shall appoint a delegate and an alternate delegate to represent it on the Policy Board of the Council.

Section 3. Withdrawal

Any member may withdraw from membership on the Council at the end of any fiscal year provided notice of withdrawal is made to the Policy Board of the Council by a resolution of withdrawal delivered to the Policy Board at least 60 days from the end of any fiscal year. The Council shall continue and exist so long as two or more member governments from Region E remain members of the Council.

Section 4. Dissolution

Dissolution shall take place as set forth in the Charter. Dissolution shall be incomplete until approval of dissolution and liquidation is approved by appropriate state and federal authorities.

Article V. Purpose

Section 1. Purposes

The Council is formed and serves the following purposes:

A. To promote intergovernmental coordination in communications, planning efforts, and common regional problem solving;

B. After survey and analysis, to develop and formalize policy recommendations concerning matters within the jurisdiction of local governments and having regional significance;

C. To provide an expert resource for information and in-the-field assistance in planning for a broad mix of local government services;

D. To help establish and meet regional development goals;

E. To develop and implement policy recommendations concerning local government matters having regional significance;

F. To represent the interests and needs of WPCOG member governments to state and federal agencies;

G. To be the umbrella agency for all policy and administrative coordination for area-wide multi-jurisdictional problems and agencies;

H. To retain enough flexibility in staff time and organizational structure to be able to respond to unforeseen local and regional needs;

I. To identify and respond to potential local or regional threats or opportunities;

J. To be efficient with staff time and resources available to the WPCOG.

The Council shall strive to promote harmony and cooperation among its members. It shall seek to deal with urban and rural problems in a manner which is mutually satisfactory and shall respect the autonomy of all local governments within the region.

Article VI. Powers, Duties, Functions

Section 1. Powers, Duties, Functions

The Western Piedmont Council of Governments shall have those powers set forth in N.C. General Statute 160A-475, as amended, which powers are incorporated herein by reference. In addition, the Council shall have the following powers:

A. To purchase equipment, rent office space, and enter into contracts to the extent that such activities are authorized by budgets or by specific resolutions duly adopted by all participating governmental units and are within the limits of funds appropriated to the Council by the participating governmental units for such purposes;

B. To request and receive contributions of research assistance from its own agencies, private research organizations, civic foundations, institutions of higher learning and other organizations;

C. To act as the official clearinghouse and reviewing agency of the participating governmental units for all programs (federal, state or private) requiring regional review;

D. To adopt such rules and regulations relating to the procedures to be followed by the Council as the said Council shall find to be appropriate;

E. To perform and carry out such other powers, duties and responsibilities as may be authorized by North Carolina law, except insofar as the same may conflict with the provisions of these Bylaws; provided, however, the Council shall have no power to levy any tax or to acquire any property by condemnation;

F. To act as the regional public housing authority, as originally authorized in 1977, with all the associated duties and powers pursuant to federal and state law and regulations including Chapter 157 of the N.C. General Statutes, as amended.

Article VII. Policy Board

Section 1. Governing Body

The governing body of the Council shall be known as the "Policy Board."

Section 2. Number, Term and Composition of Policy Board

The Policy Board shall consist of one delegate from each member government. An alternate delegate from each member shall be selected to attend Policy Board meetings and otherwise act for the delegate in the event the delegate is unable to attend. Each member government shall be entitled to one vote on all matters coming before the Council requiring a vote.

A delegate and an alternate delegate shall be a representative of a member government who shall serve on the Policy Board of the Council at the pleasure of the member government. Such delegates shall serve at the pleasure of such member government until their successors are appointed. The alternate delegate shall attend Council meetings when the delegate is unable to attend.

In addition, there will be seven delegates appointed by the WPCOG Policy Board. Each of these members shall be entitled to one vote on all matters coming before the Council requiring a vote. The term of the appointment shall be for a period of two years and may be renewed at the option of the Board.

Section 3. Vacancies

In the event a delegate or alternate delegate to the Policy Board dies, retires, resigns, or otherwise ceases to serve, the member government shall fill the vacated position with a representative of such member government appointed to serve in the capacity of delegate or alternate delegate, as the case may be.

If this person is an appointed delegate, the Policy Board will appoint another person to meet non-elected or minority requirements.

Section 4. Quorum

A simple majority of the membership of the Council shall constitute a quorum for conducting business. The number required for a quorum shall not be affected by vacancies. A delegate who has withdrawn early from a meeting without being excused by a simple majority vote of the remaining delegates and appointed delegates present shall be counted as present for purposes of determining whether a quorum is present.

The affirmative vote of a simple majority of the delegates and appointed delegates present shall be necessary to act favorably on any matter unless otherwise required in these Bylaws or the Charter.

Section 5. Meetings

A. Regular – The Council shall regularly meet bimonthly on the fourth Tuesday of each month beginning in January of each calendar year at 6:00 pm at member government offices, or other locations in their jurisdictions, on a rotation basis, or such other time or place as the Policy Board may select.

Notice of each regular meeting shall be emailed to delegates, alternate delegates and appointed delegates prior to such meeting at their respective addresses or such other address as a member government may designate.

B. Special – Special meetings may be called by the Board Chair, Vice-Chair, or any five delegates of the Council upon five-day written notice, or two-day written notice if such notice is personally delivered to the delegates, alternate delegates and appointed delegates.

Written notice of special meetings shall contain a brief description of the business to be conducted at such special meeting and be consistent with the provisions of North Carolina law as it pertains to open meetings.

Section 6. Open Meetings

Meetings of the Policy Board, Executive Committee, and any other committee or public body of the Council shall comply with the North Carolina Open Meetings Law, Article 33C of Chapter 143 of the North Carolina General Statutes, to the extent applicable. The schedule of regular meetings will be maintained with the Clerk to the Board of the Council and made available from the Clerk to the Board or from the Executive Director during regular office hours at the normal place of business.

Section 7. Voting

Each member government shall be entitled to one vote on all matters that come before the Council requiring a vote. The vote may be cast by the delegate or alternate delegate of each member government.

Each appointed delegate shall also be entitled to one vote on all matters that come before the Council requiring a vote.

Section 8. Excuses from Voting

No member or appointed delegate shall be excused from voting except upon matters involving the consideration of his or her own financial interest or official conduct. In all other cases, a failure to vote by a delegate or appointed delegate who is physically present at a regular or special meeting, or who has withdrawn without being excused by a simple majority vote of the remaining delegates and appointed delegates, shall be recorded as an affirmative vote.

Section 9. Minutes to be Kept; Ayes and Noes

The Clerk to the Board shall keep full and accurate minutes of the meetings and proceedings of the Council, which shall be available for public inspection. The Clerk to the Board shall record the results of each vote in the minutes. Upon the request of any member of the Council, the ayes and noes upon any question shall be taken and recorded.

Section 10. Procedures

Procedural matters coming before the Council shall be conducted according to generally accepted rules of parliamentary procedure.

At all meetings of the Council, the order of business shall be as follows:

A. Meeting Called to Order.
B. Minutes of Previous Meeting (Correction of Minutes).
C. Unfinished Business.
D. New Business.
E. Announcements.
F. Adjournment.

Section 11. Compensation

The officers, delegates, alternate delegates and appointed delegates shall serve without compensation or remuneration for their services. This section shall not, however, prohibit reimbursement for expenses incurred while on Council business and in accordance with Council fiscal policies.

Article VIII. Organizational Structure, Procedures

Section 1. Election of Officers

At the last regular meeting of the Policy Board in a calendar year, the Council shall elect a board chair, vice-chair, immediate past chair, six at-large executive committee members, and such additional officers as the Council finds necessary in the proper performance of its duties, to serve for one year or until their successors have been duly installed. Installation of officers shall take place at the next regular meeting of the Council following their election.

Section 2. Duties of Officers

A. Board Chair – The Board Chair shall preside at all meetings of the Council at which he or she is present and shall conduct said meetings in an orderly and impartial manner so as to permit a free and full discussion by the membership of such matters as may be brought before the Policy Board.

The Board Chair shall have the same voting rights as other members. He or she shall be responsible for the implementation of the policies established and the action taken by the Council; appoint such committees as he or she finds necessary or desirable; have all the powers and duties customarily pertaining to the office of Chair of the Board; and perform such further duties as may be assigned to him or her by the Council.

B. Vice-Chair – The Vice-Chair shall perform all duties of the Chairman in the absence of the Chairman or in event of the inability of the Chairman to act, and shall perform such other duties as the Council may delegate.

All other officers elected by the Council shall perform such duties as may be prescribed by the Council.

Section 3. Reports

The Council shall prepare and submit an annual written report of its activities, including a financial statement, to the participating governmental units and the public.

Article IX. Committees

Section 1. Executive Committee

The Executive Committee shall be composed of the following elected officers: Board Chair, Vice-Chair, the Immediate Past Chair, and six At-Large Members. In the event an immediate Past Chair is not eligible to serve as a Council delegate, an additional at-large member shall be chosen to serve for a one-year term. If the Past Chair office continues to be vacant beyond the first year, the at-large position may be filled for an additional one-year term.

The Executive Committee shall meet at a minimum in the months of February, April, June, August, October and December, and such other times as called by the Chair. The time and place shall be determined by the Chair.

The Executive Committee is empowered to act for the Policy Board in matters of personnel, legal, administration, finance, and other matters as expressly authorized by the Policy Board through resolution.

Representation on the Executive Committee shall also meet the Economic Development Administration's requirements for board composition.

Should any vacancy occur after November, the Executive Committee shall recommend appointment of a member to fill the vacancy at the next regularly scheduled Policy Board meeting.

Section 2. Nominating Committee

The Board Chair shall appoint an ad hoc nominating committee of four persons from the membership to research and seek out suitable candidates for nomination to Council office. Their report is due at the regular November meeting of the Council in the calendar year for consideration and action. This report shall be received along with general nominations from the floor and shall constitute the only legitimate candidates for offices to be filled.

Section 3. Additional Committees

The Board Chair may appoint such additional committees as he or she finds necessary or desirable.

Section 4. Committee Procedures

Committees shall, in the absence of additional directives from the Board Chair and Council, follow procedures outlined in "Council Committee Policies and Procedures." Voting procedures for committees shall be as for the Council, as provided in Article VII, Sections 7-9.

Article X. Staff and Administration

Section 1. Staff

It shall be the policy of the Council to employ a staff of qualified professionals and other support staff and pay to them such compensation as it shall deem necessary and advisable to carry out their duties and implement Council projects, programs and functions.

Section 2. Appointment of Executive Director

The Executive Director shall be appointed by the Policy Board based on recommendations of the Executive Committee and shall serve at the pleasure of the Policy Board. The Executive Director shall be appointed solely on the basis of his or her executive and administrative qualifications.

Section 3. Powers and Duties of Executive Director

The Executive Director is the chief administrator of the Council. He or she is responsible to the Policy Board for the administration of all departments under the Policy Board's general control and has the following powers and duties:

A. He or she shall appoint and suspend or remove all Council employees and agents. Such appointments, suspensions and removals shall be in accordance with any general personnel rules, regulations, policies or ordinances as the Policy Board may adopt.

B. He or she shall direct and supervise the administration of all Council offices, departments, boards, committees and agencies under the general control of the Policy Board, subject to the general direction and control of the Policy Board.

C. He or she shall attend all meetings of the Policy Board and Executive Committee and recommend any measure that he considers expedient.

D. He or she shall see that the orders, resolutions and regulations of the Policy Board are faithfully executed within the Council.

E. He or she shall prepare and submit the annual budget to the Policy Board and act as budget officer.

F. He or she shall annually submit to the Policy Board and make available to the public a complete report on the finances and administrative activities of the Council as of the end of the fiscal year.

G. He or she shall appoint and supervise a finance director/officer to fulfill the requirements of N.C. General Statutes Chapter 159, the N.C. Local Government Budget and Fiscal Control Act.

H. He or she shall appoint and supervise a clerk to the board who shall keep all official minutes, books, and records and make them available for public inspection to the extent required by law. The clerk to the board shall attest to official actions of the Council and certify actions and accounts taken by that body.

I. He or she shall make any other reports that the Policy Board may require concerning the operations of Council offices, departments, committees and agencies.

J. He or she shall perform other duties that may be required or authorized by the Policy Board.

Article XI. Fiscal Control

Section 1. Policy Board to Direct Fiscal Policy of the Council

The Policy Board has and shall exercise the responsibility of developing and directing the fiscal policy of the Council under the provisions and procedures of the Local Government Budget and Fiscal Control Act as they apply to a "public authority." The Policy Board shall use a full accrual accounting system until another is adopted in accordance with Article XIII of the Bylaws entitled "Amendments."

Section 2. Annual Balanced Budget

The Council shall operate under an annual balanced budget adopted and administered in accordance with the Local Government Budget & Fiscal Control Act. The budget ordinance shall cover a fiscal year beginning July 1 and ending June 30. Only expenditures authorized in the budget may be disbursed.

Section 3. Budget Officer

The Executive Director shall serve as the Budget Officer. He or she shall have the power to sign on behalf of the Council, agreements or other instruments to be executed by the Council in the conduct of its business. Unless otherwise provided, he or she shall sign or countersign checks and vouchers in payment of obligations of the Council. In case of absence of the

Executive Director, any other Executive Committee member, or other designated official, may be empowered to countersign checks and vouchers in payment of obligations to the Council.

Section 4. Budget Requests

At the March meeting of the Council, a proposed balanced budget for the next fiscal year shall be presented. This preliminary budget as amended constitutes a first reading and shall be submitted the first week in April to each participating government for its review. At the next regular meeting of the Council in May, the Council shall conduct a public hearing and perform a second reading making any final changes necessary. The results of this meeting will constitute final action and adoption of the budget through a simple majority vote.

The budget request shall be an estimate of the financial requirements of the Council for the budget year and shall be made in such form and detail with such supporting information and justifications as the Budget Officer may prescribe. The revenue estimate shall be an estimate of all revenues to be realized by the Council during the budget year.

Section 5. Regular Assessments

The annual budget shall set forth the per capita share of the budget to be funded by each member as provided in the Charter.

Section 6. Special Assessments

If, as a result of participation in a Council program with special funding requirements, a governmental unit is required to offer separate funding for its share, this shall be made known in the budget request to that governmental unit.

Section 7. Budget Approval

Upon approval of the budget by all participating governmental units, each participant governmental unit shall appropriate its share of the budget and shall forward this amount to the Council at the beginning of each fiscal year.

Section 8. Annual Independent Audit

The Council shall have its accounts audited as soon as possible after the close of each fiscal year by a certified public accountant. The auditor shall be selected by and shall report directly to the Policy Board. Upon completion of the examination, the auditor shall prepare a written report embodying financial statements and his or her opinion and comments relating thereto.

Copies of this report shall be distributed to each Council delegate or alternate at the next regular Policy Board meeting following the publication of the report.

Article XII. Prohibited Activities

Section 1. Prohibited Activities

Notwithstanding any other provision of these articles, this organization shall not carry on any activities prohibited by the following.

A) An organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954 or the corresponding provision of any future United States Internal Revenue Law, or

B) An organization contribution to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954 or any other corresponding provision of any future United States Internal Revenue Law.

Article XIII. Amendment of Bylaws; Effective Date

Section 1. Amendment of Bylaws

Any proposed amendment, repeal, or alteration, in whole or in part, of these Bylaws shall be submitted in writing and presented for a first reading at a regular meeting of the Policy Board. This shall constitute an official first reading, after which the proposed amendment shall be transmitted to each member government for consideration and ratification. Ratification by three-fourths of the existing member governments shall be required. At the next regular meeting of the Policy Board following receipt of the required ratifications, the proposed amendment shall be presented for a second reading, at which the member governments' actions shall be reported and accepted.

Section 2. Effective Date

These revised Bylaws shall be in full force and effect from and after the date ratified by the required three-fourths majority of member governments and the Policy Board.

ADOPTED THIS _____OF _____, 2026.

Amended November 27, 1990
Amended February 23, 2004
Amended May 22, 2007
Amended _____, 2026

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
October 26, 2026	Health	

AGENDA ITEM # 17

BOH Operating Policy

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. BOH. BOCC Operating Procedure Policy

Policy Title: *Board of Health Training*

Manual: _____ **Program Director:** _____

Policy Identifier: _____ **Program Coordinator:** _____

Effective Date: _____ **Health Director:** _____

Departments Applied to: _____ **Medical Director:** _____

Distributed to: _____ **Board of Health Chair:** _____

Revision Date & Initials:				

Purpose: *states the "why"*

Educate members of the Board of Health on their roles, responsibilities, legal authority, and other relevant topics.

Policy: "what shall be done"

New Board members must attend orientation training within 12 months of being appointed and additional BOH training on a regular basis

Definitions: *clarifies/standardizes terms as indicated*

n/a

Applicable Laws & Rules: *list applicable laws, rules, and/or legal authority relating to the policy content*

10A NCAC 48C .0102
HDSAI G.3

Responsibilities: *who is responsible for "what"*

Board of County Commissioners acting as Board of Health

Procedures: *outlines specific steps of "what" shall be done*

Training

a. New Board members are required to attend orientation training within one (1) year of appointment.
b. Per Accreditation, all Board members must do training at least once every four (4) years. Each member is required to have documentation they have attended training, including roles and responsibilities of the Board of Health.
c. Training opportunities may include self-study, group presentation, or workshops.
d. The training can be in-house, by an outside organization or web based.
e. All board members attendance at training must be recorded since the previous accreditation site visit.

Reference(s): *list other policies, plan, manuals or guidelines that may be relevant to this policy*

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
October 26, 2026	Emergency Services	

AGENDA ITEM # 18

Acceptance of Asset from NCEM

BACKGROUND

Acceptance of a John Deere Gator Utility Vehicle from North Carolina Emergency Management. The asset was assigned to Caldwell County Emergency Management during Hurricane Helene for response during and after the storm. S.L. 2026-53/HB 206 authorized NCEM to transfer ownership of the asset to Caldwell County.

RECOMMENDED MOTION

BUDGET IMPACT

No Impact.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. NCEM ASSET TRANSFER FORM

Docusign Envelope ID: 204CDAE3-0E66-8506-8294-F34EE4100058

NC Department of Public Safety
EMERGENCY MANAGEMENT

Josh Stein, Governor

Casandra S. Hoekstra, Interim Secretary
William C. Ray, Director

NCEM Asset Transfer Form

Transferring Agency: Date: 9/24/2026

NC Emergency Management
Kevin J. Kasai, Logistics Facilities Branch Manager
Phone/Email: 919.604.0071 kevin.kasai@ncdps.gov

Receiving Agency:
Name: Caldwell County EM
Division/Section: EM
Phone/Email 858-757-1416

S.L. 2026-53, § 3 UTV or Travel Trailer Transfer:
☑ *Please check the box if this is a transfer under S.L. 2026-53, § 3*

Asset Details:
(If multiple Assets are to be transferred, please attach a spreadsheet with details)
Asset Name/Description: John Deere Gator Model 835
NCEM Asset Tag / ID Number: 100037
Serial Number (if applicable): 1M0835MACRM073009
Asset Category (Vehicle, IT Equipment, Radios, PPE, Tools, etc.):

Current Physical Location:
New Physical Location:
Condition at Time of Transfer: Used
Quantity: 1

Reason for Transfer:

1636 Gold Star Drive Raleigh, NC 27607 | 4236 Mail Service Center Raleigh, NC 27699-4236
Phone: 919-825-2500 Fax: 919-825-2685 | www.ncdps.gov www.readync.gov
An Equal Opportunity Employer

Mandatory Custodial Responsibility Statement:

By signing below, the receiving party acknowledges and accepts full responsibility for the use by the local government, a non-profit organization working in emergency response or disaster relief, or survivors with a need for long-term housing support. This includes all required maintenance, fuel, and applicable insurance coverage for the duration the asset remains under their control, in accordance with NCEM policies and state regulations.

Approvals:

DocuSigned by:
Signature: Steve Lowder
Date: 9/24/2026 | 13:18:09 EDT

Name/Title: Manager
NCEM Logistics / Asset Management Approval

Receiving Party
Signature: Jeffrey J Cardwell
Date: 30 Sept 26

Name/Title: Jeffrey Cardwell
Agency: Caldwell Co Emergency Services

Jeffrey Cardwell
Logistics Section Chief
Caldwell County Emergency Services
2145 Norwood Street, Lenoir NC
Contact : 828-493-0072
https://www.facebook.com/caldwellcountygov



Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
October 26, 2026	Administration	

AGENDA ITEM # 19

Appointment Angela Proffit Juvenille Crime Prevention Council (JCPC)

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
October 26, 2026	Administration	

AGENDA ITEM # 20

Appointment Hannah Romero Blue Ridge Community Action Board (BRCA)

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. BRCA Reommendation-Hannah Romero

BLUE RIDGE community Action
Helping People, Changing Lives

Main Phone 828-438-6255
Fax 828-433-5721
Email info@brcainc.org

Alexander, Burke, Caldwell, Catawba,
Gaston, Mecklenburg, Rutherford, Stanly, Union

October 5, 2026

Caldwell County Board of Commissioners
P.O. Box 2200
Lenoir, NC 28645

Re: Recommendation for Reappointment of Hannah Romero to the Blue Ridge Community Action, Inc. Board of Directors

Dear Members of the Caldwell County Board of Commissioners:

On behalf of Blue Ridge Community Action, Inc. (BRCA), I am pleased to recommend Hannah Romero, Executive Director of Caldwell County Smart Start, for reappointment to the BRCA Board of Directors for a three-year term.

Ms. Romero has been an active and engaged member of our Board, and her continued service is important to the strength and effectiveness of our organization. Active participation from Board members is essential to BRCA's success, particularly as we work to address the evolving needs of low-income individuals and families throughout our service area. Ms. Romero has consistently demonstrated a commitment to this responsibility through her participation and support of the agency's mission.

BRCA greatly values Ms. Romero's service, commitment, and willingness to remain actively involved in the governance of our organization.

For these reasons, we respectfully request that the Caldwell County Board of Commissioners reappoint Hannah Romero to the Blue Ridge Community Action, Inc. Board of Directors for a three-year term.

Thank you for your consideration and for the continued partnership and support of Caldwell County. Please feel free to contact me if additional information is needed.

Sincerely,

Stephanie Ashley
Executive Director
Blue Ridge Community Action, Inc.

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
October 26, 2026	Public Library	

AGENDA ITEM # 21

Appointment Kristin Atkins to the Library Board of Trustees

BACKGROUND

Recommendation to appoint Kristin Atkins to the Library Board of Trustees to fill a vacant position

RECOMMENDED MOTION

Approval

BUDGET IMPACT

n/a

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
October 26, 2026	Administration	

AGENDA ITEM # 22

Appointment Michael Kirby Review Officer

BACKGROUND

Appointment of Michael Kirby, Planning Director, as Review Officer effective October 12, 2026 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
October 26, 2026	Health	

AGENDA ITEM # 23

Appointment Dana Gustin Caldwell County Local Child Fatality Prevention Team

BACKGROUND

Caldwell County Local Child Fatality Prevention Team:
Article 14, 7B-1407 provides that you may appoint a local Provider to the Local Team. The team is requesting the appointment of Dana Gustin to fill this position.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Local Team. D Gustin

CALDWELL COUNTY HEALTH DEPARTMENT

Health Director
Anna Cook, MPH

2345 Morganton Blvd. SW, Suite B • (828) 426-8400 • FAX (828)426-8577 • www.caldwellcountync.org
Mission: To Promote, Protect, and Improve the Health of Our Community

Request for Appointment to the Local Child Fatality Prevention Team

10/14/2026

Dear Caldwell County Board of Commissioners:

As Chairperson of the Caldwell County Local Child Fatality Prevention Team, I am writing to request your help.

Article 14, 7B-1407 provides for a local Provider to be appointed to the Local Team by you. The team is requesting the appointment of Dana Gustin to fill this position.

Because information and member participation are critical components to the development of effective recommendations to protect our county's children, please appoint someone who will be able to participate in the majority of our meetings each year.

Our Local Review Team meets as follows:
April 15th, 2027 5:30pm
October 21st, 2027 5:30pm

Please call me at (828) 426-8415 if you have any questions. I look forward to your response and thank you in advance.

Sincerely,

Anna Cook

Anna Cook
Health Director
Local Child Fatality Prevention Team Chair

Caldwell County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
October 26, 2026	Administration	

AGENDA ITEM # 24

Appointment Daniel Odom & Jonathan Greer Review Officers Town of Hudson

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Town of Hudson Review Officer

Janet Winkler, Mayor
Rick Shew, Mayor Pro Tem
Town Commissioners:
Richard Blevins
Larry Chapman
Jim Engelman
Jeff Link
Ann Smith

Jonathan Greer
Town Manager
j.greer@townofhudsonnc.com

Joseph Petrack
Town Attorney
joey@eggers-law.com

October 16, 2026

Tasha Brown
Caldwell County Clerk
240 Pleasant Hill Road
Hudson, North Carolina

RE: Town of Hudson Review Officer

Ms. Brown:

The Town of Hudson currently contracts with Western Piedmont Council of Governments for planning and zoning services. As such, Danial Odom is our current planning and zoning official. He needs to be appointed as review officer for Hudson.

Also, I need to be appointed as a review officer.

Regards,

Jonathan Greer
Town Manager

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
October 26, 2026	Administration	

AGENDA ITEM # 25

Approval of Regular and Closed Session Minutes from September 28, 2026, Board of Commissioners Meeting

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. DRAFT Minutes September 28, 2026, Board of Commissioners Meeting Agenda
2. Parkview Road Water Line Extension Project Ordinance
3. Golden LEAF Grant Acknowledgment and Agreement Foothills Regional Airport Industrial Park Sewer Extension Project Signed
4. Resolution Acceptance of Trailer from Grace Chapel Fire Dept Approved

Caldwell County
North Carolina
Board of Commissioners Meeting

September 28, 2026, at 6:00 PM
City-County Chambers
905 West Avenue NW, Lenoir

MINUTES

Call to Order

Chairman Randy T. Church called the meeting to order at 6:01 PM and welcomed those in attendance.

Public Comment Period

Roger Patterson came to the podium to speak. He spoke about ALPRS Automatic License Plate Recognition Systems also known as Flock cameras. Mr. Patterson said they have sparked widespread debate concerning law enforcement misuse. He added they are cameras that automatically capture license plates, vehicle make, and model and they are installed on public roads and parking lots to track vehicle movements and find vehicles associated with crimes. He stated they also record ordinary movements of people which reveal association without any wrongdoing, linking devices and vehicles to individuals with numerous documented cases using flock cameras without probable cause. He stated he feels they are stripping away privacy one scan at a time with no oversight and no accountability, taking over neighborhoods and violating the right to privacy. He stated that on behalf of citizens he asks commissioners to get rid of flock cameras in our county.

Invocation

Pastor Mack Jarvis of Hudson First Baptist Church came to the podium and led the invocation for those in attendance.

Pledge of Allegiance

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

Agenda Amendments from the Board, Manager & Public

Chairman Church asked if there were any amendments to the agenda. County Manager Fox stated no sir.
Vice Chairman LaBrose made a motion to adopt the agenda as presented by the County Manager. The motion carried unanimously.

DRAFT

Chairman Church then provided a brief statement to address some recent changes in the council chambers. Church stated he knows several citizens have questioned why a knee wall was added to the chambers, he said that recently the County had to close courtroom 6 at the county courthouse and that created the need for an alternative space to accommodate court proceedings. This wall was added in the event they need to utilize this space for court. Church stated that by adding the wall it provides an added level of separation and security providing a safer environment for judges, court personnel, attorneys and defendants when court is being held in these chambers. In closing Mr. Church stated that the board believes this is a responsible and practical way to meet the needs of our court system and ensure safety and security.

Agenda Items

1. **Moving Mountains Award - Zoey Carroll**

Chairman Church then recognized Zoey Carroll. He stated that she is a student at South Caldwell High School and in 2020 she started wakeboarding at the age of 9 on Lake Hickory. He added that in 2022 she experienced an e foil session incident that resulted in tragedy and the loss of some fingers and most people assumed that would be the end of her story but however her spirit persevered and she went back to the sport a mere 63 days later and won a championship. Mr. Church said there was a recent article in the newspaper, that he picked up several statements from Zoey, with one of those being the time and effort she has to put into wakeboarding to get one trick and figure out ways around mental blocks and she thinks that is one thing a lot of people miss. Church added that in 2024 she was selected to be on Team GoPro and in 2026 She won the 66th Nautique Masters Jr Pro Women's Championship and this past September 12th and 13th she went on to win the WWA Jr Pro Women's Wakeboard World Championship. Chairman Church then said that to think of someone from Hudson, North Carolina going against others from all over the world including Italy and Australia and Zoey persevered, rose to the top and won the world championship. Church then recognized Zoey and her family to come up, and she was presented with the Moving Mountains Award that is in recognition of young people and their outstanding accomplishments within Caldwell County.

2. **2016 Tax Release**

Jason Pennell, Interim Tax Administrator, was next to the podium to present a request to release delinquent taxes. Mr. Pennell stated that each year they request the release of delinquent 10-year-old property taxes, which are no longer collectible using enforced collection methods per North Carolina General Statute 105-378(a). Pennell stated that every effort has been made to collect these taxes. Pennell said that he is requesting the board to release the real and personal property taxes for 2016 in the amount of $57,462.54

Commissioner Potter made a motion to release the taxes as the administrator has presented.
The motion carried unanimously.

DRAFT

3. **Animal Care Enforcement Updates/ Spay and Neuter Clinic**

Richard Gilliland, Animal Care Enforcement Director was next to the podium. Mr. Gilliland provided an update on what the department has been doing in the last few months. He then presented a PowerPoint presentation for those in attendance and watching. He stated that a few months ago they received a call asking if they accepted donations. They received a donation of $10,000 from the Estate of Deb Hall with instructions on what to do with the funds. With the donation they covered 91 adoptions which included spay and neuters, 700 rabies vaccines, 15 pet carriers for transport for the spay and neuter program and scanning station supplies. Mr. Gilliland said they were able to place Microchip Stations in 4 different locations across the County. He said stations were located at Hudson Police Department, Granite Falls Fire Department, Lenoir Police Department and the County Animal Care Facility. He added that this was all paid for with the Deb Hall donation, and the stations have both English and Spanish instructions. Mr. Gilliland said that there are a lot of people who love animals in this community and if they find an animal on the side of the street, they can go to one of these locations to find information to contact the owner and hopefully get the animal back to their owner. Then Mr. Gilliland spoke about the Low Cost Spay/Neuter Program stating that this is a three-year project. He said this is a huge issue not only in Caldwell County but all over the state and country, with unspayed and neutered animals roaming the streets. He stated that he heard about this program through ASPCA at a conference several years ago and tried year after year to get into the program. He stated that at the beginning of this year he received a phone call from the ASPCA to join the program. He said initially this program was for shelter animals, however, he asked if it could be opened to the citizens, as this was a needed program. Mr. Gilliland said the ASPCA agreed and the first run was started in July. He said the department was able to trade another department a truck for a van to be used for transport for this program. The program started with 20 animals a month and in July going into august they received a call asking if they could move it up to weekly transport. With that they went from 20 animals a month to 80, they have spayed/neutered 162 animals and have 240 more scheduled with 500 on the waitlist. He said this is a well needed program that has blown up and continues to do good things. The next program Mr. Gilliland spoke about was the Community Pet Pantry. He said this is a huge need and when he ran the numbers in July 47% of intakes were owner surrenders, adding that often this is due to owners not having money for food or vet care. He said there are a lot of people who come to the facility asking for cat food, dog food, and cat litter, and one thing they like to do is utilize donations they get and give those back out to the community. With this need the department opened the pet pantry in honor of Deb Hall. They utilized her donation to purchase pet food, treats, toys, pet litter, shampoo and more. He said they are asking neighbors to help other neighbors with a take what you need leave what you can mindset. They hope to keep the pantry filled with donations from the community. Mr. Gilliland then provided an update on rabies vaccines stating that they are looking at trying a change of plans. He said in the Spring at the last rabies clinic they administered 680 vaccines in 4 hours at the fairgrounds. This created a backup of traffic with vehicles. He stated there was a scheduling conflict this Fall and they are not going to be able to hold a drive-thru rabies vaccine clinic. With this he said they have created a link online for citizens to set up an appointment and receive the vaccine at their facility. Starting at the end of

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October they will administer free rabies vaccines in their facility.

Commissioner Potter told Mr. Gilliland he was doing great work. Vice Chairman LaBrose thanked him for all he does. Chairman Church said he appreciated what he was doing and is receiving a lot of great comments about the Spay/Neuter program.

4. **WPCOG Community Development Block Grant Application**

Kyle Case, Community & Economic Development Manager, with the Western Piedmont Council of Government came to the podium. Mr. Case said the reason for this public hearing is to declare the counties' intentions to potentially apply for these Community Development Block Grant funds. Mr. Case stated that CDBG funds require two public hearings for every application with this being the first one for general notice that we are interested in these funds and give the citizens opportunity to make comments and to offer ideas we might have. Then in the future another public hearing will be held after working with staff on developing project ideas and that hearing will be more project specific. Mr. Case then stated this public hearing is to receive citizen input in the development of CDBG applications for the coming year and these applications will be submitted to the North Carolina Department of Commerce. He added that CDBG funds may be used for a variety of different activities which may include neighborhood revitalization, economic development, infrastructure, community housing, demolition of publicly owned or dilapidated buildings in order to create reusable industrial sites, and disaster recovery including support to help communities deal with recovery from Hurricane Helene. must predominately benefit low incomed. Mr. Case stated that all CDBG funds must predominantly benefit low to moderate income people. He said that all CDBG funds come from the federal government and are passed from HUD to the North Carolina Department of Commerce who disperses them in the state. Case said there are a variety of different avenues to pursue CDBG funding, however, the current focus is on disaster recovery funding.

Chairman Church then declared the public hearing open and stated that he hopes that will serve as Mr. Case's testimony and there will be no need for him to repeat that into the record. The County attorney replied, yes that is fine.
Chairman Church said that no one signed up to speak and with that Church declared the public hearing closed.

Commissioner Starnes made a motion to approve the application process to apply for CDBG funds.
The motion carried unanimously.

5. **Drug Recovery Court Updates**

Brittany Williams, Recovery Court Coordinator, came to the podium and spoke about the recovery court program. Ms. Williams stated that Recovery Court was established and in the last year they spent most of their time establishing policies and procedures. She stated the program went live in January with the first session held on January 14th and since that time they have had 39 referrals into the program and now have 15 total participants with 3 additional pending admissions. Ms. Williams said

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Recovery Court consists of 5 phases; Phase 1 is an orientation phase were participants are just getting into treatment, and most are still in active addiction, as participants move through phases requirements are to be met for graduation after completion of all 5 stages. Ms. Williams stated that to date 8 participants have been successful in inpatient treatment. She added that everyone starts the program in an outpatient setting and if they cannot achieve sobriety then they are ordered to go to inpatient treatment, she added that all that have been to inpatient treatment have maintained sobriety. She mentioned the program is currently funded under the opioid settlement funds, and they were awarded a $200,000 Governor's Crime Commission Grant that will be effective October 1st and that will fund the program for a year and allow for additional services for those participants. Williams said they have also expanded the program to include a dedicated peer support specialist, Josh Carden who was in attendance. She stated this position allows peer support to provide case management, offer transportation, and overall support throughout the program. Williams shared that we are now partnered with Burke County for shared coordination of Recovery Court adding that the prosecutorial district was going to be splitting between Caldwell and Burke, being one district and they will be aligned to mirror each other. Ms. Williams then discussed sobriety successes through the program with 1 participant at 30 days sober, 1 90 days sober, 2 120 days sober, and 1 at 1 year sober, Danielle Bradley. She then introduced Ms. Bradley, who came to the podium to share her story. Ms. Bradley said that she had been in Recovery Court for a little over a year and without Recovery Court, her children wouldn't have a mother, she wouldn't have a life, because she was in active addiction and there was no doubt in her mind that she would be dead without this program. Ms. Bradley said her probation officer came to her and suggested the program, and she gave it a try because everything else she had tried was failing. Ms. Bradley then thanked the Board for giving her a second chance at life and giving her children a mom again. She said she was very thankful for the chance to live again.

Commissioner Potter said they are very proud of her.
Vice Chairman LaBrose thanked her and said she had to do the hard work.
Commissioner Starnes told Ms. Bradley to hang in there.
Commissioner Potter then asked Ms. Williams to tell the commissioners about the process.

Ms. Williams said that our Recovery Court is post-conviction, adding that someone is convicted of a crime that they committed, and they are placed on probation. Ms. Williams stated there are two ways to be referred into Recovery Court; First upon an Initial plea or sentence, the Judge orders them in, the Second is through probation violation, probation then refers them and asks for them to be placed in Recovery Court. She added at that point she receives the referrals, meets with them, completes initial paperwork, and schedules them for an assessment with the treatment provider. Ms. Williams said from the assessment they are placed into the outpatient treatment setting where they must attend groups every week and depending on what level they assess on determines how many days a week they must go to the outpatient treatment and then court is bi-weekly, and they are going in front of a judge and being held accountable every other week. Ms. Williams said the participants are drug screened twice a week and along with that comes all of the case management, so we are not just treating the substance use, we are treating them as a person as a whole

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and what all their needs are.
Commissioner Starnes said he thinks this is a great program.
Chairman Church thanked her for everything they do.

6. **Sales Tax Reinvestment Fund Request for Economic Development**

Jesse Trivette, Interim Economic Development Director, came to the podium.
Chairman Church declared the public hearing open.
Mr. Trivette said that Caldwell County is considering the acquisition of approximately 6.8 acres of property located at 4054 Lower Cedar Valley Rd. within the Town of Sawmills. Mr. Trivette stated the property has been identified as a potential site to support future economic development. Trivette said the negotiated price for the property was $300,000 and in addition to the purchase price the County anticipates the cost associated with that transaction to be $20,000. He said to provide sufficient funding for the acquisition and related cost, the County is considering an appropriation of $320,000 from the sales tax reinvestment fund. He added that to protect the County's interest, prior to closing, the property must satisfactorily pass geotechnical Soil compaction testing and must confirm the property can be used for industrial development, it must also be completely surveyed without issue with the survey report issued before closing. He said that acquisition of the property will allow the county to secure additional property for future economic business development, adding that the property is adjacent to a parcel already owned by the County and will support continued economic investment in Caldwell County. Mr. Trivette then said his request was for the approval of expenditures of funds from the sales tax reinvestment fund for the purchase of the property.

Chairman Church stated that no one signed up to speak for the public hearing.
Chairman Church then said that this is adjacent to a property the County already owns which will give us a bigger footprint to potentially lure economic development business to Caldwell County. He added that the location is well suited with power, sewer and water already in place.
Commissioner Branch stated that we have put another piece of property up for sale in Sawmills to go toward the purchase of this property.
Chairman Church then explained that this purchase is using the sales tax reinvestment fund. Church then provided a brief explanation on that fund; he said the sales tax is collected throughout the entire County, and all our municipalities and townships contribute to that fund, which includes Gamewell, Cajahs Mountain, Sawmills, Granite Falls, Lenoir, and Hudson. He stated that funds are then used toward economic development growth through taxes collected on services and goods.

Chairman Church then declared the public hearing closed.

Commissioner Branch made a motion to approve the request for economic development for the purchase of this property.
The motion carried unanimously.

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7. **Public Health Department Monthly Updates**

Anna Cook, Health Director, came to the podium to provide the monthly update for the Health Department. Ms. Cook stated that Dr. Picton will be retiring in February 2027 and the department is finalizing a contract for a Medical Director and their team. Ms. Cook said the department is fully staffed with authorized environmental health specialists in environmental health. She announced an upcoming educational cancer event the department will host on November 14th from 10-12 at the HUB. Ms. Cook said they are partnering with UNC Cancer Institute for this event and invited anyone who can attend. Ms. Cook also mentioned that there were rabid goats at a petting zoo within our area and luckily Caldwell County did not have any exposures. Cook stated that the flu vaccine clinic will be held on October the 8th from 4-6, she added that residents can come in to get their vaccine, and they will come out for those who are unable to give their vaccine in their car. Ms. Cook stated they are having an employee wellness fair on October 22nd from 11-3 at the Health Department and employees will be able to receive their flu vaccine at that event. She stated that Health promotion is currently working on a grant for infant mortality reduction through NCDHHS. Ms. Cook said that Accreditation is approaching with documentation due in December and a January or February site visit. She added they should know their site visit date within the next two weeks. Cook said the dental department is flourishing with the contract dentist. She added that she's seeing up to 12 patients only one day a week, increasing revenue. Lastly, she mentioned the department had hosted a reception for long term Board of Health member, Dr. John Davis, at which they honored him by naming their dental office after him. Chairman Church said he was able to attend the reception for Dr. Davis. Church mentioned that Dr. Davis was a part of building the new health department and was the first dentist in the new building. Church mentioned that Dr. Davis said that it was a great honor for the clinic to be named after him.
The Board then collectively thanked Anna for her updates.

8. **Department of Social Services CPS Update**

Shane Fox, County Manager and Kim Arnett, DSS Director came to the podium. Manager Fox said that this has been a team effort and they have been focused on Child Protective Services shortly after the board governance change and looking for ways to revamp the department and better protect children. Mr. Fox then mentioned some of the goals in the reorganization of CPS starting with enhancing community service, reducing workforce caseloads, elevating staff experience levels, and becoming the agency of choice. Mr. Fox then said that Deputy County Manager Jimmy Harrison, Deputy Director of DSS Laura Harrison, DSS Director Kim Arnett, HR Director Beth Brown and himself have collectively met for 20 hours overall. One of the first goals was finding ways to reduce caseloads within the current staff while elevating our staff experience/tenure, improving training and supervision. Fox then displayed the current structure of the department with vacant positions listed with a total of 36 employees. Ms. Arnett said they started with the intake department. She said that is where they receive calls from citizens, law enforcement, medical providers, anyone who calls with concerns of child maltreatment goes through the intake department. The department then must look at policy and statute to make sure the allegations that are reported meet a legal definition of abuse or neglect. Once that is determined, if it does meet that legal definition it will go to 1 of 3 investigation teams. She

said within a certain timeframe the investigators must visit the home to investigate the allegations reported and determine whether they are true or untrue. Arnett said if those allegations are true and we can safely put services in the home and keep those children in the home, then we move those cases to In Home Services. Ms. Arnett said In Home Services social workers work with some of the highest risk situations. She said they hope they can close cases with a child being kept safe at home. Mr. Fox stated that in looking at the chart there are several vacancies in the investigations teams and that has been typical for a few years and is typical across the state. Fox said they wanted to find a way to change the dynamic and focus on better service, full staff, and experienced staff being paid accordingly. Ms. Arnett said she is very excited about reducing supervisor case load and they will be able to offer support to their staff with the reorganization of the department. Mr. Fox then described the proposed restructuring stating that previously you had the staff development/training piece that has now gone away and those three positions have been absorbed into the investigative piece allowing us to have 5 investigative teams. He mentioned another change would be the on-call system would now be a rotating system like the Fire Marshall's office in keeping one supervisor in office and eliminating two on-call positions and folding those into the investigative teams as well. Fox said that eliminating 5 positions allows us the ability to offer incentives to employees. Mr. Fox said staff would like to offer 10% to CPS employees to help make the department more competitive and improve retention. Mr. Fox said staff believes 10% if approved by the board will help build this program and reduce caseloads with competitive pay, provide supervisory strength and offer better service by an optimized workforce because of the reorganization of CPS. Ms. Arnett said that she believes this will be helpful to staff and the families they work with. Mr. Fox then said that the goal is to make this as successful as we can and adequately serve the citizens, so we bring this proposal before the Board.

Commissioner Potter thanked Mr. Fox and Ms. Arnett for taking time and being open-minded through this process. He added that what we had before wasn't working and he feels that 1:3 is going to be a huge improvement taking stress off supervisors and case workers and the whole picture is very positive.

Vice Chairman LaBrose asked what we are doing with recruitment and if we were going to Local colleges and job fairs. Ms. Arnett said they do all those things; and they have also met with several universities and attended their job fairs. She added they have one employee who is a Lenoir Rhyne graduate and they go back and speak to their classes.

Commissioner Potter said the biggest challenge we face is that no one is going into that field and they are not going to school for social work.

Commissioner Starnes said he is very happy about what is going on in the department. He added that change is not always bad and if it works then it works. He said he appreciated everything they have done and the hard work they have put into this.

Commissioner Starnes made a motion to approve the 10% increase and to go with program/restructuring as presented. Starnes then stated he thinks this will be good and when you can drop the load off somebody you get qualified time and education and your employees will only be as good as they are led.

Chairman Church then echoed appreciation for willingness and for working on a plan and

said he was grateful for the cooperation to make it better. Chairman Church said that child protective services have been a main concern of this board for a while and they will do everything they can to protect children and elderly.

Commissioner Branch said he understands and he has a daughter that is a social worker for the school system and to be honest he feels sorry for CPS because it is a very difficult job.

The motion carried unanimously.

9. **Department of Social Services Monthly Updates**

Kim Arnett, Social Services Director then presented a monthly update for the Department of Social Services. Ms. Arnett stated she had a Power Point presentation with information she typically provided to the social services board. Ms. Arnett started with the hiring and separation report. She said they had 3 separations in child welfare last month. They are currently hiring 10 positions, and their vacancy rate is around 10%, she added they would love to see that rate around 5%. Ms. Arnett then reviewed a financial report for the month of August for admin and operational, child resources, adult resources, temporary assistance and Medicaid transportation paid through NC FAST. The next slide she discussed was for economic services. Ms. Arnett stated that for adult Medicaid, special assistance Medicaid, family and children's Medicaid, emergency assistance, and child support, their MOUs were achieved. However, food and nutrition failed to meet their MOU. Ms. Arnett stated the food, and nutrition area has experienced quite a bit of turnover, and this area has a lot of strict, varying timelines and it is difficult for individuals to keep up. She added the department is looking into ways to improve this section and achieve the MOU goal of 95%. Ms. Arnett mentioned the child support division and noted they were awarded a certificate of excellence for their collections at the state conference.

Commissioner Starnes said he felt this was good information for the board and the public to hear and see.

Ms. Arnett then presented the monthly report on child welfare and adult services. She said child welfare had 120 reports with 166 children experiencing foster care and adult services had 52 reports for the month and 49 adults under guardianship currently. Both divisions achieved their MOU for August.

Vice Chairman LaBrose asked how the county is doing with foster parents. Ms. Arnett said they struggle with that and there is a high need for recruitment. Vice Chairman LaBrose said that he thinks from time to time we need to highlight foster care service and recruitment to show the counties need.

Ms. Arnett then provided a few program highlights. She said that the Employee of the month For August was Leslie Warren in customer service. She also said the accounting area is working very hard to distribute additional LINKS funding provided by the state for our 14-21 year olds in foster care. Ms. Arnett said that she is currently working with our regional representatives in the director's association to organize a regional meeting for all western counties in October. The Director, Ms. Arnett, was selected as part of the child welfare united

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leadership team. She stated the Economic services program is continuing their contract with Expansion Solutions and working on FNS timeliness. Child welfare hosted the first call training for surrounding counties and social workers attended the 42nd Symposium on Child Abuse. She added in adult services the VPA program recently helped 4 young adults that had aged out of foster care to secure independent housing. The adult services program also completed a CQI audit and received they highest scores possible in all areas.

Chairman Church asked what the age was for aging out of foster care. Ms. Arnett replied 18 and the VPA Program is for ages 18-21.

Commissioner Starnes then stated his opinion on the record. He said this is part of the reason they wanted to help social services, not necessarily for control and we weren't looking to get rid of any jobs, He added the board has had some ideas, the department has had some ideas and he wants the public to know that they are here to help and try to be more efficient for the children and the older people and do what needs to be done as a county.

Consent

Chairman Church turned the meeting over to County Manager, Shane Fox to present the consent agenda.

10. **Budget Revision - Library Repairs**

    This budget revision allocates $330,000 of interest earnings in SCIF funds to allow for repairs and renovations at the library.

11. **Budget Revision - Low Cost Spay and Neuter program at Animal Care and** Enforcement

    This budget revision allocates $40,000 in response to the county's low cost spay and neuter program having a greater than anticipated response and will allow for the program to continue through the end of the fiscal year.

12. **Budget Revision - Insurance for Buildings and Equipment**

    This budget revision allocates $250,000 to cover the increased cost for the county's insurance for buildings and equipment. This cost is higher than was anticipated when preparing the budget. This increase is due to the fact we have had a few accidents.

13. **Budget Revision and Project Ordinance for the Parkview Road Water Line Extension**

    This budget revision and project ordinance allows the start of the project for the Parkview Road Water Line Extension of 5,000 linear feet of water line. This allocates $210,000 in leftover funds from the Collettsville Tank Project and $90,000 in contribution funds from the owner of the proposed new RV park which will benefit from the new water line.

14. **Budget Revision Health Grants for Women's Health**

    This budget revision allocates $4,030 in Maternal and Child Health Block Grant funds to be used for women's health.

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15. **Budget Revision - Economic Development Property Purchase 4054 Lower Cedar Valley Rd.**

This budget revision allocates $320,000 from the Sales Tax Reinvestment Fund to purchase approximately 6.866 acres located at 4054 Lower Cedar Valley Rd.

16. **Budget Transfer - Health Department**

This budget transfer moves $13,100 to allow for the health department to purchase an ADA-compliant exam table with a built-in scale.

17. **2026/2027 United Way of Caldwell County Agency Agreement**

This agreement allows for the acceptance of $25,000 from United Way that is received annually by the Department of Social Services to help families in crisis with heating and cooling bills.

18. **Golden LEAF Foundation Grantee Acknowledgment and Agreement**

This is an agreement for the $1.5 million grant awarded from Golden LEAF to help offset the match for our airport sewer project

19. **Acceptance of Trailer from Grace Chapel Fire Department**

This resolution is for the acceptance of a trench trailer donated by Grace Chapel Fire Department to be used by county emergency services to provide emergency response, rescue, and special operations services.

20. **Personnel Change - Public Works Director Position Request**

This personnel change request is to post a position and advertise for a Public Works Director to provide a centralized, executive level leader to oversee the county's expanding infrastructure, utility operations, and capital assets inventory.

21. **Approval of Regular and Closed Session Minutes from August 24, 2026, Board of Commissioners Meeting**

Approval of regular and closed session minutes from August 24, 2026, Board of Commissioners Meeting was requested.

22. **Town of Sawmills - Fireworks Display Application**

The Town of Sawmills applied for a fireworks display to be conducted by Skyworks Pyro and take place on October 24, 2026, at 4407 Baird Dr. Hudson, NC 28638.

Mr. Fox then shared that earlier during the Recovery Court presentation, Ms. Bradley failed to mention not only has she been able to regain her life, but she also has a full-time job now and is working and she is very proud of that. He then thanked the board for allowing that to be presented to them. He then asked the board if they had any questions about the consent agenda.

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Commissioner Branch stated that he did not have any questions, but he did want to make a statement. He said that we lost a great lady last week who will be missed and a lot of counties are observing 9/25 as Dolly Parton Day. He said he felt she was someone worth mentioning. He then spoke about the Dolly Parton Imagination Library and the number of books that have been given to children. He added that he is proud of his wife for starting that back in 2014 and it is a great thing for the county.

Vice Chairman LaBrose made a motion to approve the consent agenda as the County Manager presented.
The motion carried unanimously.

Closed Session

23. **Closed Session Pursuant to N.C.G.S. § 143-318.11(a)(4) and N.C.G.S. § 143-318.11(a)(6)**

Chairman Church made a motion to enter closed session to discuss matters related to Economic Development and personnel matters at 7:29 PM.

The motion carried unanimously

Commissioner Branch made a motion to exit closed session at 8:57 PM.
The motion carried unanimously.

Adjourn

With there being no more business, Commissioner Potter made a motion to adjourn at 8:58 PM.
The motion carried unanimously.

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

BK 2176 PG 1000 - 1000 (1)
This document presented and filed:
09/29/2026 12:02:32 PM

ESTABLISHMENT OF THE PARKVEIW ROAD LINE EXTENSION PROJECT ORDINANCE

WHEREAS, there is a need to extend a water line on Parkview Road to service a proposed new RV park.

WHEREAS, Caldwell County has estimated the cost to carry out this project at $300,000.

WHEREAS, Caldwell County's has left over funds in the Collettesville Tank capital project that can be transferred to this new project, and the owners of the proposed RV park has agreed to contribute $90,000 towards the cost.

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

Section 1. The governing board hereby creates a project fund for the purpose extending a water line on Parkview Road.

Transfer from the Collettesville Tank Fund	$210000
Draco RV Park (owner contribution)	$90,000
Construction	$275,000
Design Fees	$25,000

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

Section 3. The project ordinance shall be effective September 28, 2026.

Adopted September 28, 2026.

ATTEST:

Tasha Brown
Clerk to the Board

CALDWELL COUNTY 18 41 NORTH CAROLINA

Randy T. Church
Chairman

The Golden LEAF Foundation ("Golden LEAF")

GRANTEE ACKNOWLEDGMENT AND AGREEMENT

1. Grantee: County of Caldwell

2. Number & Title: G-202604-11513/ Foothills Regional Airport Industrial Park Sewer Extension Project

3. Purpose of Grant: This award provides funding to Caldwell County to extend sewer to the Foothills Regional Airport Industrial Park, addressing a critical public infrastructure gap that is limiting planned industrial development on the approximately 1,000 acre site. Total sewer infrastructure costs are estimated to exceed $12 million. The county anticipates that development of just one of the available sites within the park could create 132 new full-time jobs paying an average annual wage of $79,300 and nearly $88 million in private capital investment within five years. Golden LEAF funds will be used for construction and related costs.

4. Amount of Grant: $1,500,000.00

5. Award Date: August 6, 2026

6. Special Terms and Conditions Applicable to Grant:
   a) The term of the grant is 36 months, commencing on the Award Date. Golden LEAF may extend the term of the Grant. All project-related expenses must be incurred during the term of the grant. The provisions of this Grantee Acknowledgment and Agreement (this "Agreement") that by their nature extend beyond the term of the grant will survive the end of the term of the grant.
   b) Release of funds is conditioned on the completion of the detailed archaeological review previously funded by Golden LEAF and on Golden LEAF's approval of the results of the review.

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

costs of grant administration.

g) If the Grantee fails to comply with its obligations under this Agreement, no further grant funds will be released unless such noncompliance is resolved to the satisfaction of Golden LEAF.

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

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

10. Conflict of interest: In connection with the project funded by Golden LEAF, no elected or appointed official, employee, officer, director, volunteer, or agent of the Grantee shall engage in any activity that involves a conflict of interest or that would appear to a reasonable person to involve a conflict of interest. Without limiting the foregoing principle, except as described below, in connection with implementation of the project funded by Golden LEAF, Grantee shall not procure goods or services from any Interested Person or from any individual or entity with which any Interested Person has a financial interest or from any family member of an Interested Person, nor shall Grantee use Golden LEAF grant funds to provide goods, services, or compensation (other than customary and reasonable wages and benefits) to any Interested Person or to any family member of an Interested Person. "Interested Person" includes elected and appointed officials, officers and directors of the Grantee, and employees, volunteers, and agents of the Grantee with authority to procure goods or services for the Grantee related to the project funded by Golden LEAF. For purposes of this section, family members shall include: (1) spouse, (2) domestic partners, (3) ancestors, (4) brothers, (5) sisters, (6) children, (7) grandchild, (8) great-grandchild, or (9) spouses of brothers, sisters, children, grandchildren, or great grandchildren. The foregoing relationships shall also include both whole and half-blood relationships and adoptive relationships. The relations of a domestic partner will be treated the same as the relations of a spouse. An Interested Person has a financial interest if the Interested Person has, directly or indirectly, through business, investment, or family: a) an ownership or investment interest in any entity with which the Grantee has a transaction or arrangement; b) a compensation arrangement with the Grantee or with any entity or individual with which the Grantee has a transaction or arrangement; or c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Grantee is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. An Interested Person must inform the Grantee of the Interested Person's financial interest upon becoming aware that the Grantee is considering procuring goods or services from any individual or entity with which any Interested Person has a financial interest. The foregoing

notwithstanding, if after exercising due diligence, the governing board or committee of the Grantee determines that the Grantee is not reasonably able to secure a more advantageous transaction or arrangement from an individual or entity with which an Interested Person does not have a financial interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Grantee's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination the Grantee shall make its decision as to whether to enter into the transaction or arrangement and shall keep written records of the meeting at which that decision was made. The Grantee shall inform all Interested Persons of the requirements set forth in this section.

If the requirements set forth in this section conflict with any statute or regulation applicable to the Grantee, the statute or regulation shall control. If the Grantee has a conflict of interest policy or similar policy that provides more stringent restrictions and protections than those in this section, the Grantee shall comply with its policy rather than the policy contained herein. The Grantee may request that the President of Golden LEAF approve a conflict of interest policy that varies from the requirements of this section. This section does not alter the requirement that Grantee may not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit.

11. Procurement/Disposition: All costs incurred using Golden LEAF grant funds must be reasonably necessary to implement the project funded. All procurement transactions involving the use of Golden LEAF grant funds will be conducted to provide, to the extent possible and reasonable, free and open competition among suppliers. The Grantee should use reasonable efforts to procure goods and services from local businesses, small businesses, minority-owned firms, and women's business enterprises; provided, nothing in this section shall be construed to require Grantee to procure goods and services from or award contracts to such enterprises that the Grantee would not choose under the procurement requirements set out herein or its own more restrictive procurement requirements taking into account price or other relevant allowable factors.

    If the Grantee is subject to statutory or regulatory procurement requirements, those requirements supersede this section.

    The Grantee will seek competitive offers where possible and reasonable to obtain the best possible quality at the best possible price. Some form of cost or price analysis shall be made and documented in connection with every individual procurement in excess of $1,000.00. Price analysis may be accomplished in various ways, including the comparison of price quotations or market prices, including discounts. For any single procurement of $100,000.00 or more, Grantee will use a competitive bid process that is designed to attract a reasonable number of responsive bidders. The requirements of the bid process may vary depending on the value of the procurement. When evaluating bids received, the Grantee is not required to take the lowest price if other factors are reasonably important to the Grantee; however, the bases for evaluation and selection should be listed in the procurement documents and there should be an objective method for the decision made by the Grantee. The decision should be documented in writing.

    The Grantee may request that the President of Golden LEAF approve the Grantee's use of a procurement policy that varies from the requirements of this section.

    If equipment purchased by the Grantee using Golden LEAF funds is no longer needed or used for the project funded, the Grantee may donate the equipment to a North Carolina governmental entity or a North Carolina organization recognized as an organization described under Section 501(c)(3) of the Internal Revenue Code. In making such a donation, the Grantee must comply with statutory or regulatory requirements that apply to the Grantee, must use reasonable efforts to ensure that the equipment is used for purposes consistent with this grant, and must document and retain records evidencing the donation in accordance with the terms and condition of this Agreement.

12. Project and budget modification: The Grantee will immediately notify Golden LEAF of anything that may materially affects the Grantee's ability to perform the project funded. **If the Grantee proposes to modify the budget, the objectives, or any other feature of the project funded, the Grantee shall not**

encumber or expend any funds from this grant for such purposes unless and until Golden LEAF has approved such proposed modifications in writing. Moreover, no further payments shall be made to the Grantee in connection with the project funded unless and until Golden LEAF has approved such proposed modifications in writing, which may be a communication sent through Golden LEAF's grants management system to the Grantee.

13. Use of grant funds/rescission and termination of grants: The Grantee accepts and will retain full control of the disposition of funds awarded to the Grantee by Golden LEAF under this grant and accepts and will retain full responsibility for compliance with the terms and conditions of the grant. Grant funds shall be utilized exclusively for the purposes set forth above. If the Grantee breaches any of the covenants or agreements contained in this Agreement, uses grant funds for purposes other than those set out above, or any of the representations and warranties made by the Grantee are untrue as to a material fact, the Grantee agrees to repay to Golden LEAF the full amount of the grant funds received by Grantee, understands that no further funds will be advanced under the grant, and that the grant will be rescinded and/or terminated as further set out herein. Any condition, purpose, term or provision in Golden LEAF's resolution approving funding, in this Agreement, or in the budget or other forms approved by Golden LEAF shall take precedence over any conflicting provision in the Grantee's application. Grantee shall not use grant funds for any purpose not included in the Grantee's application for funding unless specifically approved in writing by Golden LEAF. If there is a conflict between the purpose of the grant and use of grant funds described in this Agreement and the Grantee's application for funding, this Agreement will control.

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

15. If grant funds are subject to repayment hereunder, Golden LEAF shall notify the Grantee in writing of the amount to be repaid and direct the Grantee to repay such amount directly to Golden LEAF. All such amounts shall be due immediately upon demand by Golden LEAF. If not paid within thirty (30) days following demand, the unpaid amount due shall continue to bear interest at the rate set out by N.C.G.S. §24-1 for the period beginning upon the demand until paid. Upon default in such payment, Golden LEAF may employ an attorney to enforce its rights and remedies, and the Grantee hereby agrees to pay the legal costs and reasonable attorneys' fees of Golden LEAF plus all other reasonable expenses incurred by Golden LEAF in exercising any of its rights and remedies upon such default.

16. No remedy conferred or reserved by or to Golden LEAF in this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.

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

for payment shall be submitted through Golden LEAF's online grants management system in accordance with instruction provided by Golden LEAF, unless otherwise directed by Golden LEAF. Payment should not be requested until the Grantee has need for actual expenditures of the funds. The Grantee should request payment at least thirty (30) days prior to its desired payment date.

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

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

20. This section is applicable if the following blank is marked: _ Staff Initials & date:_____

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

The Grantee agrees that it, and any recipient of grant funds, shall take all reasonably appropriate actions to ensure that the New Developments shall be and remain the sole and exclusive property of the Grantee. The Grantee hereby grants Golden LEAF, a perpetual, non-exclusive, non-sublicensable, nontransferable, irrevocable, and royalty-free right and license under the New Developments, to Exploit such New Developments and products derived therefrom solely in connection with Golden LEAF's noncommercial, charitable and tax exempt purpose. For purposes of this section, "Exploit" means use, have used, make, have made, sell, offer to sell, import, export, reproduce, adapt, modify, create derivative works of, publish, and publicly display. In the event that the interests of the public would be served by commercialization

of the New Developments, the Grantee agrees to use its commercially reasonable efforts to pursue the commercialization of any such New Developments in a manner that will serve the interests of the public, including but not limited to the transfer, assignment or licensing of such New Developments; provided, however, that the Grantee, and any recipient of grant funds, shall not transfer, assign or license such New Developments in part or in whole without first having obtained the written consent of Golden LEAF.

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

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

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

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

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

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

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

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

25. Limitation of Liability: This grant is made voluntarily as a charitable gift and does not constitute a promise or obligation to disburse funds unless and until all terms and conditions of this Agreement are

strictly complied with, and the Grantee shall have no right or entitlement to any funds absent such compliance. To the fullest extent permitted by law Golden LEAF's total aggregate liability arising out of or relating to this Agreement or the grant awarded pursuant to the terms of this Agreement shall not exceed the **lesser of** (a) the amount of the grant award or (b) the amount of such awarded funds actually expended by the Grantee in compliance with this Agreement. In no event shall the Golden LEAF be liable for any consequential, incidental, indirect, special, exemplary, or punitive damages, or for lost profits or opportunities, whether in contract, tort, or equity. The Grantee waives all reliance-based claims and any right to seek specific performance, injunctive relief, or other equitable remedies to compel any grant or disbursement. This provision does not waive rights that cannot be waived under applicable law, and the Grantee acknowledges that it is a sophisticated entity and voluntarily accepts any award subject to these terms.

26. Indemnification: Grantee shall, to the extent allowed by law, indemnify, defend, and hold harmless Golden LEAF and its officers, directors, employees, agents, parents, subsidiaries, affiliates, successors, and permitted assigns from and against all claims, actions, costs, expenses (including reasonable attorney's fees), or liabilities arising out of or caused by (i) the negligent act or omission or willful misconduct of Grantee, its affiliates, directors, officers, employees, or agents; (ii) Grantee's breach of this Agreement, or any covenants, representations or warranties herein; or (iii) an infringement of or misappropriation the intellectual property rights (including patent, copyright, trademark, trade secret, or other proprietary rights) of a third party by Grantee.

27. No Assignment or Modifications: This Agreement and the obligations hereunder may not be assigned by Grantee without prior written approval from Golden LEAF.

28. Complete Agreement: This Agreement supersedes all prior written or oral agreements or understandings. This Agreement shall not be modified or amended except in writing.

29. Choice of Law and Venue: This Agreement shall be construed and governed by the laws of the State of North Carolina. Grantee agrees and submits, solely for matters concerning this Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purposes, that the only venue for any legal proceedings shall be [Wake] County, North Carolina. The place of this Agreement, 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, tort, or otherwise, relating to its validity, construction, interpretation, and enforcement, shall be determined.

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

Name of Grantee Organization (print): County of Caldwell

Signature: _____

Name of Person Signing (print): Randy T. Church

Title of Person Signing (print): Chairman

Date: 9-28-2026

BK 2176 PG 1001 - 1003 (3)
This document presented and filed:
09/29/2026 12:02:33 PM

Grace Chapel Fire Department

4548 Grace Chapel Road
Granite Falls, NC 28630
Business Phone 828-396-1702

Fee $0.00
10123537
Caldwell County North Carolina
Wayne L. Rash, Register of Deeds

RESOLUTION AUTHORIZING THE DONATION OF A SPECIAL OPERATIONS RESCUE TRAILER TO CALDWELL COUNTY EMERGENCY SERVICES

WHEREAS, Grace Chapel Fire Department is a duly organized non-profit 501c(3) organization serving as a fire department serving the citizens of its surrounding community and is committed to protecting life, property, and the safety and welfare of the public; and

WHEREAS, Grace Chapel Fire Department owns a Special Operations Rescue Trailer, identified as follows:

- **Description:** Special Operations Rescue Trailer
- **Make/Model:** Shadowline Trailer
- **Vehicle Identification Number (VIN):** 4U01S24263A014394
- **Department Asset Number:** Trench Trailer
- **Approximate Year:** 2003

hereinafter referred to as the "Trailer"; and

WHEREAS Grace Chapel Fire Department has determined that donating the Trailer to Caldwell County Emergency Services is in the best interest of public safety and will support the county's ability to provide emergency response, rescue, and special operations services; and

WHEREAS, this Trailer was donated to Grace Chapel Fire Department after the dissolution of Lovelady Rescue Squad, and the Trailer is now being donated to be able to better respond this equipment throughout Caldwell County.

WHEREAS, Caldwell County Emergency Services has expressed its willingness to accept the donation of the Trailer and utilize it in support of emergency response and special operations activities within Caldwell County; and

WHEREAS, Grace Chapel Fire Department desires to formally authorize the transfer and donation of the Trailer to Caldwell County Emergency Services, subject to the applicable laws, regulations, and requirements governing the transfer of public or departmental property.

NOW, THEREFORE, BE IT RESOLVED, that the governing body of Grace Chapel Fire Department hereby authorizes and approves the donation of the Special Operations Rescue Trailer described herein to **Caldwell County Emergency Services** for use in emergency response, rescue operations, special operations, and other public safety activities.

BE IT FURTHER RESOLVED, that the Chief of Grace Chapel Fire Department, or the Chief's duly authorized designee, is hereby authorized to execute any necessary documents, bills of sale, titles, transfer forms, or other instruments required to complete the donation and transfer of ownership of the Trailer to Caldwell County Emergency Services.

BE IT FURTHER RESOLVED, that the Trailer shall be transferred in its present condition, unless otherwise agreed to in writing by Grace Chapel Fire Department and Caldwell County Emergency Services, and that any known defects or conditions shall be disclosed to the receiving agency to the extent required by applicable law.

BE IT FURTHER RESOLVED, that Caldwell County Emergency Services shall be responsible for accepting the Trailer and completing any applicable title, registration, insurance, maintenance, inspection, and other requirements associated with its ownership and operation following the transfer, as applicable.

BE IT FURTHER RESOLVED, that this resolution shall become effective immediately upon its adoption.

ADOPTED this 18th day of September, **2026**.

GRACE CHAPEL FIRE DEPARTMENT

By: Travis K. Davenport

Name: [signature]

Title: Fire Chief / Authorized Representative

Date: 09/18/2026

ATTEST:

By: Angela A. Pelotte

Name: [signature]

Title: Secretary / Clerk

Date: 9/18/26

ACCEPTANCE OF DONATION

On behalf of Caldwell County Emergency Services, I acknowledge and accept the donation of the Special Operations Rescue Trailer described in this resolution.

By: _____

Name: Randy T. Church

Title: Chairman, Board of Commissioners

Agency: Caldwell County Emergency Services

Date: 9/28/26

ATTEST:

By: _____

Tasha Brown, Clerk to the Board

CALDWELL COUNTY 18 41 NORTH CAROLINA