Caldwell County
North Carolina
Board of Commissioners Meeting

April 14, 2025 at 6:00 PM
City-County Chambers
905 West Avenue NW, Lenoir

AGENDA

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

Public Comment Period

Invocation ***Pastor Steve Parker, Miller Hill Baptist Church***

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

Agenda Amendments from the Board, Manager & Public

Agenda Items

1.	Presentation	Gift to Lim Family and UNC Health Caldwell
2.	Presentation *Ashley Bolick*	Economic Development Agreement with Vista Ventures Development, Inc.
3.	Proclamation *Jennifer Bowman*	Child Abuse Prevention Month
4.	Items for Decision *Becky Price*	Caldwell & Pasquotank MOU for Alternate Routing
5.	Resolution *Becky Price*	Telecommunicators Week
6.	Resolution *Chief Trevor Key*	Conveyance of Surplus Property
7.	Items for Decision *Chief Jeff Cardwell*	Lease Extension - Helene Recovery Space
8.	Budget Revisions	Hurricane Helene Expenditures- $3,000,000
9.	Items for Decision	Amendment to Racetrack Ordinance- First Reading
10.	Items for Decision	Appointment of Planning Board Members

Consent

11.	Budget Revisions	Health Department- Agreement Addendum

12.	Budget Revisions	Sheriff's Office-Weapon Sales and Purchase
13.	Budget Revisions	Emergency Services- Acceptance of Emergency Preparedness Grant
14.	Budget Revisions	Emergency Services- Close Out Ambulance Purchase
15.	Items for Decision	Compensation for Board of Equalization and Review
16.	Items for Decision	Adoption of Hazard Mitigation Plan
17.	Items for Decision	Approval of Audit Contract with Martin Starnes
18.	Resolution	Supporting Wilson Creek Designation of Delayed Harvest Area as Public Fishing Area
19.	Items for Decision	Ratify End Date for Burn Ban
20.	Items for Decision	Veteran's Services- Approval to Submit Grant Application
21.	Resolution	Approving Wayne Rash as WPRTA Appointee
22.	Items for Decision	Approval to Advertise Emergency Services Positions
23.	Items for Decision	Approval to Advertise Tax Position
24.	Items for Decision	Approval to Advertise Water Position
25.	Items for Decision	Cajah's Mtn Interlocal Agreement - Plat Map
26.	Items for Decision	Firework Application for Town of Sawmills
27.	Items for Decision	Firework Application for Town of Granite Falls
28.	Items for Decision	Reappointment of Candace Hagaman to CCC&TI Board of Trustees
29.	Items for Decision	Approval of Minutes from March 10, 2025, Meeting

Closed Session-Pursuant to § 143-318.11.a(6)

30. Items for Decision Removal of Communications Director Position

Adjourn

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 14, 2025	Administration	

AGENDA ITEM # 1

Gift to Lim Family and UNC Health Caldwell

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 14, 2025	Economic Development	Ashley Bolick

AGENDA ITEM # 2

Economic Development Agreement with Vista Ventures Development, Inc.

BACKGROUND

Vista Ventures Development, Inc. is a non-profit corporation that was established to promote and improve economic development for the benefit of the citizens of the County and to reduce the burdens of the local government by assisting in the promotion of economic development and helping to expand economic development opportunities within the County which will create jobs for its residents and increase the property tax bases, which in turn will generate tax proceeds for the County to provide essential services.

It is fully understood and universally accepted that to be successful in recruiting companies to locate business and industrial facilities within a county, there must be quality, available product to attract those companies, which includes certified business parks or sites and either existing used buildings or new economic development-ready buildings of varying sizes. There is currently an inadequate inventory of certified business parks and existing used buildings or new economic development-ready buildings in the County, and therefore, there is a need to construct one or more new shell buildings in the County to improve the economic development prospects of the County.

Pursuant to N.C.G.S. 158-7.1(b)(4), the County has the authority to "acquire, construct, convey or lease a building suitable for industrial or commercial use," as a part of its public purpose efforts to promote economic development within the County, and pursuant to N.C.G.S. 158-7.1(b)(1), the County has the authority to "acquire and develop land for an industrial park, to be used for...industrial or commercial purposes", and pursuant to N.C.G.S 153A-449(a), the County "may contract with and appropriate money to any person, association or corporation in order to carry out any public purpose that the County is authorized by law to engage in".

Vista Ventures Development intends to acquire land for and develop business parks, successfully cause the construction of economic development-ready buildings, and utilize that inventory to recruit business and industrial facilities to the County, furthering the commissioners' vision to create a thriving community.

Staff ask that the Board consider entering into a formal economic development agreement with Visa Ventures Development, Inc. This agreement outlines the county's cooperation with the corporation, including the county's willingness to transfer or appropriate funds to the corporation, subject to the terms and conditions of the agreement.

RECOMMENDED MOTION

I move that the board approve the economic development agreement with Vista Ventures Development, Inc as presented.

BUDGET IMPACT

None. Funds have already been budgeted.

APPROVED FOR BUDGET YEAR

Yes

ATTACHMENTS

1. Agreement with Vista Ventures

CALDWELL COUNTY, NORTH CAROLINA

and

VISTA VENTURES DEVELOPMENT, INC.

ECONOMIC DEVELOPMENT AGREEMENT

Dated as of April 14, 2025

THIS ECONOMIC DEVELOPMENT AGREEMENT (the "Agreement") is entered into this 14th day of April, 2025 by and between **CALDWELL COUNTY, NORTH CAROLINA**, a political subdivision of the State of North Carolina (the "County"), and **VISTA VENTURES DEVELOPMENT, INC.**, a North Carolina nonprofit corporation (the "Corporation"), with each party being referred to individually as a "Party," and both being cumulatively referred to as the "Parties."

R E C I T A L S:

WHEREAS, the Corporation is a nonprofit corporation that was established to promote and improve economic development for the benefit of the citizens of the County and to reduce the burdens of the local government, by assisting in the promotion of economic development and helping to expand economic development opportunities within the County which will create jobs for its residents and increase the property tax base, which in turn will generate tax proceeds for the County to provide essential services;

WHEREAS, the County has a vital interest in the public purposes of promoting economic growth in the County which will create jobs for its residents and increase the property tax base, which in turn will generate tax proceeds for the County to provide essential services;

WHEREAS, it is understood and generally accepted among economic development professionals that in order to be successful in recruiting companies to locate business and industrial facilities within a county, there must be quality, available product to attract those companies, which includes certified business parks or sites, and either existing used buildings or new economic development ready buildings of varying sizes;

WHEREAS, there is currently an inadequate inventory of certified business parks and existing used buildings or new economic development ready buildings in the County necessary to recruit substantial business and industry investment to the County, and there is therefore a need to construct one or more new shell buildings in the County to improve the economic development prospects of the County;

WHEREAS, pursuant to G.S. §158-7.1(b)(4), the County has the authority to "acquire, construct, convey or lease a building suitable for industrial or commercial use," as a part of its public purpose efforts to promote economic development within the County;

WHERAS, pursuant to G.S. §158-7.1(b)(1), the County has the authority to "acquire and develop land for an industrial park, to be used for…industrial or commercial purposes";

WHEREAS, pursuant to G.S. §153A-449(a), the County "may contract with and appropriate money to any person, association or corporation in order to carry out any public purpose that the County is authorized by law to engage in";

WHEREAS, the Corporation intends to acquire land for and develop one or more business parks, and successfully cause the construction of one or more economic development ready

buildings (the "Projects"), and utilize that inventory to recruit business and industry facilities to the County;

WHEREAS, in furtherance of the County's vision to create a thriving community, including the promotion of economic development in the County, and to support the Corporation's effort to develop the Projects for the benefit of the County and its residents, the County is willing to transfer or appropriate funds to the Projects, subject to the terms and conditions hereof, and subject to requirements as provided by law; and

WHEREAS, the County and the Corporation desire to enter into this Agreement to set forth the terms pursuant to which the County may appropriate funds to the Corporation.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, the Parties agree as follows.

ARTICLE I
DEFINITIONS; RULES OF CONSTRUCTION

1.01. Definitions. For all purposes of this Agreement, unless the context requires otherwise, the following terms shall have the following meanings:

"Agreement" has the meaning set forth in the preamble.

"Business Day" means any day that is not a Saturday, Sunday, or a day on which banks in the State are required by law to be closed.

"Corporation" has the meaning set forth in the preamble.

"County" has the meaning set forth in the preamble.

"Deed of Trust" has the meaning set forth in Section 2.02.

"Effective Date" means the date on which this Agreement is first executed and delivered by both Parties.

"Note" has the meaning set forth in Section 2.02.

"Parties" has the meaning set forth in the preamble.

"Party" has the meaning set forth in the preamble.

"Projects" has the meaning set forth in the recitals.

"State" means the State of North Carolina.

"Transfers" has the meaning set forth in Section 2.01.

1.02 Rules of Construction. Unless the context otherwise indicates:

(a) Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter genders as well;

(b) All references to Articles, Sections, or Exhibits are references to Articles, Sections, and Exhibits of this Agreement;

(c) All references to officers are references to officers of the County and the Corporation; and

(d) The headings herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meanings, construction, or effect.

ARTICLE II
TRANSFER OF FUNDS

2.01 County Transfer. In support of the Projects, as allowed by law and in the sole discretion of County, County agrees to transfer economic development grant funding received by the County to the Corporation, to the extent such grant funds are available, and may from time to time make appropriations to the Corporation (the "Transfers"). The Transfers shall be of amounts to be determined in the County's sole discretion from current balances of the County for some of the costs of one or more Projects. The Corporation shall maintain records, including any paid invoices, which reflect all of the expenditures attributable to the utilization of the Transfers. The Corporation shall also provide the County a copy of its annual audit, upon the County's request. The County may, in its sole discretion, at any time of its choosing, conduct an audit of the financial records of the Corporation related to the Transfers.

The Corporation shall make no expenditure of any Transfer or portion of any Transfer until and unless the County has approved the same.

2.02 Note. All or some of the Transfers by the County shall be subject to a promissory note (the general form of such "Note" is attached hereto as Exhibit A) from the Corporation and secured by deed of trust (the general form of such "Deed of Trust" attached hereto as Exhibit B), for the benefit of the County. The Note shall bear an appropriate risk-adjusted interest rate based on the terms and collateral provided, to be mutually agreed upon by the Parties. The Deed of Trust shall be subordinated to any loan obtained by the Corporation for the development of a Project. The parties may make mutually agreed upon changes to any such promissory note or deed of trust, before or after the execution of such documents.

2.03 Release. In the event the Corporation successfully recruits a company or leases a building in a Project, the County, in its sole discretion, may elect to take any of the following actions:

(a) The County may require that the Note be paid in full;

(b) The County may choose to waive the payment of some or all of the Note and allow the Corporation to retain the savings as additional equity in a Project, if leased, or funding for additional economic development projects in the County, if sold; or

(c) The County may choose to waive some or all of the payment of the Note as an incentive to the end user recruited to a Project. This would be reflected as a reduction in the purchase price, or lease rate for an end user, to serve as an incentive for the company being recruited.

(d) Any such action taken by County pursuant to this section 2.03 shall conform to all requirements as may be provided by law.

ARTICLE III
DEVELOPMENT OF THE PROJECT

The Parties agree that the development of a Project shall be solely the Corporation's responsibility, which will include, but not be limited to, the following:

(a) Arranging for all funds necessary to complete the development of a Project, administering all grant obligations related to any such funding sources, and being solely responsible for the repayment of any loan proceeds or grant funds, as may be required by the terms of any such loans or grants;

(b) Selecting through whatever bidding or negotiation process is deemed appropriate, all design firms, contractors, service providers, and other professionals to assist in the design, development and marketing of a Project;

(c) Overseeing the development of a Project, including agreeing to any change orders which may be necessary during the development;

(d) Obtaining all necessary permits and regulatory approvals for development of a Project, for which the County retains full independent authority and discretion;

(e) Marketing a Project, including making decisions as to specific businesses to target for recruitment to a Project, in collaboration with the County and the Economic Development Partnership of North Carolina;

(f) Ensuring the development of a Project is carried out in accordance with all applicable State and local laws and regulations;

(g) Ensuring that the development of a Project does not materially encroach upon nor overhang any easement or right-of-way in such a way that interferes with such easement or right of way;

(h) Cause all utility lines, and streets serving a Project, which are located within the metes and bounds of a Project, to be completed in accordance with health department standards and other applicable regulations of any governmental agency having jurisdiction;

(i) Pay all taxes and all charges for utility services furnished to or used on or in connection with a Project;

(j) Maintain the business park and the building after construction and before it is sold or leased;

(k) Observe and comply promptly with all current and future orders of all courts and regulatory bodies having jurisdiction over a Project or any portion thereof (or be diligently and in good faith contesting such orders), and all current and future requirements of all insurance companies writing policies covering a Project or any portion thereof; and

(l) Report semi-annually to the County Board of Commissioners as to the state of and progress of the development of all Projects.

In the event of breach of this Agreement by the Corporation or its successors or assigns, County shall be entitled to damages as allowed by law, including but not limited to its reasonable attorney's fees. The County shall also be entitled to recapture of sums appropriated or expended by County pursuant to this Agreement, for any reason set forth in N.C.G.S. § 158-7.1(h), or for any other reason that constitutes a breach of this Agreement by Corporation.

ARTICLE IV
COUNTY REPRESENTATIONS

The County shall support all Projects through the following actions:

(a) Cause the Transfers to be remitted to the Corporation, in County's sole discretion, pursuant to the provisions set forth in Section 2 herein;

(b) Cooperate and provide support to the Corporation, in County's sole discretion, if the Corporation chooses to finance a portion or all of the cost of developing the Projects by way of a REDLG loan or grants from various sources; and

(c) Provide the services of the following County staff, in County's sole discretion, to assist with the management of the Corporation's activities, at no cost to the Corporation, except as otherwise may be required by law:

i. Ashley Bolick, Economic Development Director, to provide overall management of the Projects.

The above County staff shall provide these services under the supervision and solely at the discretion of the Board of Directors of the Corporation.

ARTICLE V

INDEMNIFICATION

The Corporation hereby agrees to indemnify, protect, and save the County and its officers, directors, and employees harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs, and expenses, including reasonable attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the development of the Projects or the transactions contemplated by or relating to this Agreement, including without limitation, the possession, condition, construction or use thereof, insofar as such matters relate to events subject to the control of the Corporation and not the County. The indemnification arising under this Article shall survive the Agreement's termination.

ARTICLE VI
TERMINATION OF AGREEMENT

Upon the failure of the Corporation to adequately perform any of its obligations in Article III, in the sole discretion of the County, or upon any default by the Corporation under the Note or the Deed of Trust, the County may terminate this Agreement. Upon termination, and thereafter, the Corporation and the County shall have no further obligation to perform under this Agreement, except for the provisions of the Agreement regarding County's recapture of sums appropriated or expended pursuant to this Agreement for any reason set forth in N.C.G.S. § 158-7.1(h) or this Agreement.

ARTICLE VII
ASSIGNMENT

Neither Party shall sell or assign any interest in or obligation under this Agreement without the prior express written consent of both Parties.

ARTICLE VIII
MISCELLANEOUS

8.01 Governing Law. The Parties intend that this Agreement shall be governed by the law of the State of North Carolina.

8.02 Notices.

(a) Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement

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

(1) If to the Corporation, to:

Vista Ventures Development, Inc.
Attn: Ashley Bolick
1909 Hickory Blvd SE
Lenoir, NC 28645

(2) If to the County, to:

Caldwell County
Attn: County Manager
905 West Avenue NW
Lenoir, NC 28645

(c) Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.

8.03 Non-Business Days. If the date for performance of any act or the exercising of any right shall not be a Business Day, such act shall be made or performed or right exercised on or before the next preceding Business Day.

8.04 Severability. If any provision of this Agreement shall be determined to be unenforceable, that shall not affect any other provision of this Agreement.

8.05 Entire Agreement; Amendments. This Agreement, including Exhibit A and Exhibit B attached, which are incorporated herein and made a part hereof, constitutes the entire contract between the Parties, and this Agreement shall not be changed except in writing signed by all the Parties.

8.06 Binding Effect. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns.

8.07 Time. Time is of the essence in this Agreement, each, and all of its provisions.

8.08 Liability of Officers and Agents. No officer, agent, or employee of the Corporation or the County shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

8.09 Limited Obligation of the County. **NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE**

FAITH AND CREDIT OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOT AS A DONATION OR A LENDING OF THE CREDIT OF THE COUNTY WITHIN THE MEANING OF THE STATE CONSTITUTION. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE COUNTY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED TO THE CORPORATION IN THE COUNTY'S SOLE DISCRETION FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN EFFECT. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE COUNTY'S MONEYS, NOR SHALL ANY PROVISION OF THE AGREEMENT RESTRICT TO ANY EXTENT PROHIBITED BY LAW, ANY ACTION OR RIGHT OF ACTION ON THE PART OF ANY FUTURE COUNTY GOVERNING BODY. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS ARTICLE AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS ARTICLE SHALL TAKE PRIORITY.

8.10 Counterparts. This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

(*Signature Page Follows*)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

CALDWELL COUNTY, NORTH CAROLINA, a political subdivision of the State of North Carolina

By: _____
Name: Randy T. Church
Title: Chairman, Caldwell County Board of Commissioners

VISTA VENTURES DEVELOPMENT, INC., a North Carolina nonprofit corporation

By: _____
Name: Christopher C. Keller
Title: President, Vista Ventures Development, Inc.

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

_____
Chief Financial Officer, Caldwell County

Exhibits

A – Promissory Note
B – Deed of Trust

EXHIBIT A

PROMISSORY NOTE

$_____.00 Date: _____ ___, 20____

FOR VALUE RECEIVED the undersigned ("Maker") promises to pay to Caldwell County, North Carolina, a political subdivision of the State of North Carolina ("Holder"), the principal sum of _____ and No/100 Dollars ($_____.00), with interest from the date hereof, at the rate of _____ percent (____%) per annum on the unpaid balance until paid or until default, both principal and interest payable in lawful money of the United States of America, at the office of Holder or at such place as the Holder hereof may designate in writing. Capitalized terms not otherwise defined herein shall have the same meaning as in the Economic Development Agreement between Vista Ventures Development, Inc. and Caldwell County, North Carolina dated on or about April 14, 2025 (the "Contract"). The principal and interest shall be due and payable as follows:

Maker plans to develop a business park and an economic development ready building in the park to attract a new business or industry facility. When Maker conveys or leases a building to an end user recruited to locate a facility in the business park, it shall pay to Holder the outstanding balance of this Note, plus all accrued and unpaid interest due pursuant to this Note.

This Note may be prepaid in full or in part at any time without penalty or premium. Partial prepayments shall be applied to installments due in reverse order of their maturity.

In the event of: (a) default in payment of any installment of principal or interest hereof as the same becomes due and such default is not cured within ten (10) days from the due date; (b) default by Maker under the terms of the Contract; or (c) default under the terms of any instrument securing this Note and such default is not cured within fifteen (15) days after written notice to Maker, then the Holder may, without further notice, declare the remainder of the principal sum, together with all interest accrued thereon at once due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other time. The unpaid principal of this Note and any part thereof, accrued interest and all other sums due under this Note and the Deed of Trust shall bear interest at the rate of _____ percent (____%) per annum after default until paid.

All parties to this Note, including Maker and any sureties, endorsers, or guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note and the Deed of Trust notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

Upon default the Holder may employ an attorney to enforce the Holder's rights and remedies and the Maker, principal, surety, guarantor and endorsers of this Note hereby agree to pay to the Holder reasonable attorneys' fees not exceeding a sum equal to _____ percent (__%) of the outstanding balance owing on said Note, plus all other reasonable expenses incurred by Holder in exercising any of Holder's rights and remedies upon default. The rights and remedies of Holder as provided in this Note and any instrument securing this Note shall be cumulative and may be pursued singly, successively, or together against the property described in the Deed of Trust or any other funds, property or security held by Holder for payment or security, in the sole discretion of Holder. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

This Note is to be governed and construed in accordance with the laws of the State of North Carolina.

This Note is given as of _____ __, 20____, and is secured by the Deed of Trust which is a second lien upon the property therein described.

IN TESTIMONY WHEREOF, Maker has caused this instrument to be executed in its company name by its manager as of the day and year first above written.

VISTA VENTURES DEVELOPMENT, INC.
a North Carolina non-profit corporation

By: _____

Print Name:_____

Title: _____

Date: _____

EXHIBIT B

DEED OF TRUST

NORTH CAROLINA DEED OF TRUST

SATISFACTION: The debt secured by the within Deed of Trust
together with the indebtedness secured thereby has been satisfied in full.
This the _____ day of _____, 20___
Signed:_____

Parcel Identifier No._____ Verified by _____ County on the __ day of _____, 20__
By: _____

This instrument was prepared by and return to:
_____

Brief description for the Index: _____

THIS DEED of TRUST made this _____ day of _____, 20_____, by and between:

GRANTOR	TRUSTEE	BENEFICIARY
VISTA VENTURES DEVELOPMENT, INC., a North Carolina non-profit corporation	_____	**CALDWELL COUNTY, NORTH CAROLINA, a political subdivision of the State of North Carolina**
1909 Hickory Blvd SE Lenoir, NC 28645	_____ _____	905 West Avenue Lenoir, NC 28645

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor, Trustee, and Beneficiary as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that whereas Grantor is indebted to the Beneficiary in the principal sum of _____ and No/100 Dollars ($_____.00), as evidenced by a Promissory Note of even date herewith (the "Note"), the terms of which are incorporated herein by reference. The final due date for payment of said Promissory Note, if not sooner paid, is fifteen (15) days following the sale or lease of the building financed in part by the loan secured by this deed of trust to an end user recruited to locate a facility on the site (the "Contract").

NOW, THEREFORE, as security for said indebtedness, advancements and other sums expended by Beneficiary pursuant to this Deed of Trust and costs of collection (including attorneys' fees as provided in the Note) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor has bargained, sold, given, granted and conveyed and does by these presents bargain, sell, give, grant and convey to said Trustee, his heirs, or

successors, and assigns, all of that certain lot, parcel of land situated in Caldwell County, North Carolina, (the "Premises") and more particularly described in the attached Exhibit A.

TO HAVE AND TO HOLD said Premises with all privileges and appurtenances thereunto belonging, to said Trustee, his heirs, successors, and assigns forever, upon the trusts, terms and conditions, and for the uses hereinafter set forth.

If the Grantor shall pay the indebtedness secured hereby in accordance with the terms of the Note, together with interest thereon, and any renewals or extensions thereof in whole or in part, all other sums secured hereby and shall comply with all of the covenants, terms and conditions of this Deed of Trust, then this conveyance shall be null and void and may be canceled of record at the request and the expense of the Grantor.

If, however, there shall be any default (a) in the payment of any sums due under the Note, this Deed of Trust or any other instrument securing the Note and such default is not cured within ten (10) days from the due date; (b) in any of the other covenants, terms or conditions of the Note secured hereby, or any failure or neglect to comply with the covenants, terms or conditions contained in this Deed of Trust or any other instrument securing the Note and such default is not cured within fifteen (15) days after written notice; or (c) by Grantor under the terms of the Contract, then and in any of such events, without further notice, it shall be lawful for and the duty of the Trustee, upon request of the Beneficiary, to sell the land herein conveyed at public auction for cash, after having first giving such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as may then be required by law and giving such notice and advertising the time and place of such sale in such manner as may then be provided by law, and upon such and any resales and upon compliance with the law then relating to foreclosure proceedings under power of sale to convey title to the purchaser in as full and ample manner as the Trustee is empowered. The Trustee shall be authorized to retain an attorney to represent him in such proceedings.

The proceeds of the sale shall after the Trustee retains his commission, together with reasonable attorneys' fees incurred by the Trustee in such proceedings, be applied to the costs of sale, including, but not limited to, costs of collection, taxes, assessments, costs of recording, service fees and incidental expenditures, the amount due pursuant to the Note hereby secured and advancements and other sums expended by the Beneficiary according to the provisions hereof and otherwise as required by the then existing law relating to foreclosures. The Trustee's commission shall be three percent (3%) of the gross proceeds of the sale or the minimum sum of $5,000 whichever is greater, for a completed foreclosure. In the event foreclosure is commenced, but not completed, the Grantor shall pay all expenses incurred by Trustee, including reasonable attorneys' fees, and a partial commission computed on three percent (3%) of the outstanding indebtedness or the above stated minimum sum, whichever is greater, in accordance with the following schedule, to-wit: one-fourth (¼) thereof before the Trustee issues a notice of hearing on the right to foreclosure; one-half (½) thereof after issuance of said notice, three-fourths (¾) thereof after such hearing; and the greater of the full commission or minimum sum after the initial sale.

And the said Grantor does hereby covenant and agree with the Trustee as follows:

1. INSURANCE. Grantor shall keep all improvements on said land, now or hereafter erected, constantly insured for the benefit of the Beneficiary against loss by fire, windstorm, and such other casualties and contingencies, in such manner and in such companies and for such amounts, not less than that amount necessary to pay the sum secured by this Deed of Trust, and as may be satisfactory to the Beneficiary. Grantor shall purchase such insurance, pay all premiums therefor, and shall deliver to Beneficiary such policies along with evidence of premium payments as long as the indebtedness secured hereby remains unpaid. If Grantor fails to purchase such insurance, pay premiums therefor or deliver said policies along with evidence of payment of premiums thereon, then Beneficiary, at his option, may purchase such insurance. Such amounts paid by Beneficiary shall be added to the indebtedness secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary. All proceeds from any insurance so maintained shall at the option of Beneficiary be applied to the debt secured hereby and if payable in installments, applied in the inverse order of maturity of such installments or to the repair or reconstruction of any improvements located upon the Property.

2. TAXES, ASSESSMENTS, CHARGES. Grantor shall pay all taxes, assessments, and charges as may be lawfully levied against said Premises within thirty (30) days after the same shall become due. In the event that Grantor fails to so pay all taxes, assessments, and charges as herein required, then Beneficiary, at his option, may pay the same and the amounts so paid shall be added to the principal of the indebtedness secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary.

3. ASSIGNMENTS OF RENTS AND PROFITS. Grantor assigns to Beneficiary, in the event of default, all rents and profits from the land and any improvements thereon, and authorizes Beneficiary to enter upon and take possession

of such land and improvements, to rent same, at any reasonable rate of rent determined by Beneficiary, and after deducting from any such rents the cost of reletting and collection, to apply the remainder to the debt secured hereby.

4. RELEASE. Grantor shall be entitled to the release of the above-described property as provided below. Grantor anticipates developing a commercial building upon the Premises. When Grantor sells the Premises, it shall pay to Beneficiary the outstanding balance of the Note, plus all accrued and unpaid interest due pursuant to the Note, not to exceed the outstanding balance of principal and interest due under the Note.

5. WASTE. The Grantor covenants that it will keep the Premises herein conveyed in as good order, repair, and condition as they are now, reasonable wear and tear excepted, and will comply with all governmental requirements respecting the Premises or their use, and that it will not commit or permit any waste.

6. CONDEMNATION. In the event that any or all of the Premises shall be condemned and taken under the power of eminent domain, Grantor shall give immediate written notice to Beneficiary and Beneficiary shall have the right to receive and collect all damages awarded by reason of such taking, and the right to such damages hereby is assigned to Beneficiary who shall have the discretion to apply the amount so received, or any part thereof, to the indebtedness due hereunder and if payable in installments, applied in the inverse order of maturity of such installments, or to any alteration, repair or restoration of the Premises by Grantor.

7. WARRANTIES. Grantor covenants with Trustee and Beneficiary that he is seized of the Premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that he will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions: easements, rights of way, and other encumbrances of record and to the lien of deed(s) of trust given in connection with any development or construction loan obtained by Grantor related to the Premises.

8. SUBSTITUTION OF TRUSTEE. Grantor and Trustee covenant and agree to and with Beneficiary that in case the said Trustee, or any successor trustee, shall die, become incapable of acting, renounce his trust, or for any reason the Beneficiary desires to replace said Trustee, then the holder may appoint, in writing, a trustee to take the place of the Trustee; and upon the probate and registration of the same, the trustee thus appointed shall succeed to all rights, powers and duties of the Trustee.

10. ADVANCEMENTS. If Grantor shall fail to perform any of the covenants or obligations contained herein or in any other instrument given as additional security for the indebtedness secured hereby, the Beneficiary may, but without obligation, make advances to perform such covenants or obligations, and all such sums so advanced shall be added to the principal sum, shall bear interest at the rate provided in the Note for sums due after default and shall be due from Grantor on demand of the Beneficiary. No advancement or anything contained in this paragraph shall constitute a waiver by Beneficiary or prevent such failure to perform from constituting an event of default.

11. INDEMNITY. If any suit or proceeding be brought against the Trustee or Beneficiary or if any suit or proceeding be brought which may affect the value or title of the Premises, Grantor shall defend, indemnify and hold harmless and on demand reimburse Trustee or Beneficiary from any loss, cost, damage or expense and any sums expended by Trustee or Beneficiary shall bear interest as provided in the Note for sums due after default and shall be due and payable on demand.

12. WAIVERS. Grantor waives all rights to require marshaling of assets by the Trustee or Beneficiary. No delay or omission of the Trustee or Beneficiary in the exercise of any right, power or remedy arising under the Note or this Deed of Trust shall be deemed a waiver of any default or acquiescence therein or shall impair or waive the exercise of such right, power, or remedy by Trustee or Beneficiary at any other time.

13. CIVIL ACTION. In the event that the Trustee is named as a party to any civil action as Trustee in this Deed of Trust, the Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action and the reasonable attorney's fee of the Trustee in such action shall be paid by the Beneficiary and added to the principal of the indebtedness secured by this Deed of Trust and bear interest at the rate provided in the Note for sums due after default.

14. PRIOR LIENS. Default under the terms of any instrument secured by a lien to which this Deed of Trust is subordinate shall constitute default hereunder.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

VISTA VENTURES DEVELOPMENT, INC.,
a North Carolina nonprofit corporation

By: _____
Print Name: _____
Title: _____
Date: _____

State of North Carolina
County of _____

I, the undersigned Notary Public of _____ County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is the _____ of VISTA VENTURES DEVELOPMENT, INC., a North Carolina nonprofit corporation, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

My Commission Expires: _____ _____

Notary Public

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 14, 2025	DSS	Jennifer Bowman

AGENDA ITEM # 3

Child Abuse Prevention Month

BACKGROUND

Jennifer Bowman and Tonia Macchia will be in attendance to present a proclamation for Child Abuse Prevention.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Proclamation for Child Abuse Prevention Month 2025

PROCLAMATION

02-2025

CHILD ABUSE PREVENTION MONTH APRIL 2025

WHEREAS, we recognize that children are vital to our county, state and nation's future success, prosperity and quality of life, as well as, being our most vulnerable assets;

WHEREAS, all children deserve to have the safe, stable, nurturing homes and communities they need to foster their healthy growth and development;

WHEREAS, Caldwell County, received 1724 reports of child abuse and neglect and investigated reports involving 1056 children in 2024;

WHEREAS, children who experience abuse and neglect have higher rates of academic failure, chronic long-term health issues and increased propensity to violence, if gone untreated;

WHEREAS, child abuse and neglect is a community responsibility affecting both the current and future quality of life of a community;

WHEREAS, communities that provide parents with the social support, knowledge of parenting and child development and concrete resources they need to cope with stress and nurture their children ensure all children grow to their full potential;

WHEREAS, effective child abuse prevention strategies succeed because of partnerships created among citizens, human services agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Caldwell County does herby proclaim April 2025 as Child Abuse Prevention Month, and calls upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in our efforts to support children and families, thereby preventing child abuse and strengthening the community in which we live.

Adopted this the 14th day of April 2025.

_____
Randy T. Church, Chairman

_____
Jeff Branch, Commissioner

_____
Mike LaBrose, Vice Chairman

_____
Patrick Starnes, Commissioner

_____
Donnie Potter, Commissioner

Attest:

_____
Abby Rich, NCCCC
County Clerk

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 14, 2025	Emergency Services	Becky Price

AGENDA ITEM # 4

Caldwell & Pasquotank MOU for Alternate Routing

BACKGROUND

MOU is being put in place to allow Caldwell to add Pasquotank as well as Pasquotank to add Caldwell to our alternative routes for our 911 phone calls. In the event that we would have another major impact incident, such as Helene or high impact snow events, etc., this would give us the ability to have someone who is not impacted to answer our 911 lines and vice versa, allowing us to answer Pasquotank if they get hit with a hurricane or other type of incidents on the eastern part of the state. No financial impact or any issues, all equipment is in place to be able to accommodate the transfers, just giving us redundancies beyond surrounding counties.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Caldwell - Pasquotank MOU - Alternate-Abandonment Routing 3.25.25

CALDWELL COUNTY
EMERGENCY SERVICES
P.O. Box 2200 • Lenoir, NC 28645
Ronald Rombs, Communications Director

"A Legacy of Service and Dedication"

STATE OF NORTH CAROLINA

COUNTY OF CALDWELL

PSAP MUTUAL AID AGREEMENT

1. PURPOSE OF MUTUAL AID AGREEMENT

Caldwell County recognizes there may be times when their Primary Public Safety Answering Point (PSAP), as well as their Backup PSAP, located in Lenoir Police Department, becomes incapacitated. The purpose of this document is to establish a temporary, short-term Mutual Aid Agreement whereby, in the event of a Primary and Backup PSAP failure, Caldwell County's 911 calls will be transferred to the following county(ies), subject to the terms of this Mutual Aid Agreement:

1) Burke County,
2) Catawba County,
3) Pasquotank County.

The preferred methods of communication between Caldwell County Communications and Assisting PSAP will be:

1) Statewide VIPER 800 channel
2) Telephone
3) DCIN Message.

2. RESPONSIBILITY OF CALDWELL COUNTY PSAP

2.1 Caldwell County understands that each party's foremost responsibility is to its own citizens.

2.2 Caldwell County will be responsible for obtaining radio resources for the duration of the event.

2.3 Should Caldwell County's Primary PSAP remain incapacitated for longer than 24 hours, the respective PSAP Managers will discuss compensation for any upstaffing needed to assist with the additional workload.

2.4 Caldwell County Communications will request any necessary documentation to include recordings from the Assisting PSAP Manager during Caldwell County Communications failure.

2.5 Caldwell County Communications agrees to give the Assisting PSAP Manager as much advance notice as practicable under the then existing circumstances of its need for 911 Calls to be answered and information relayed.

3. RESPONSIBILITIES OF ASSISTING COUNTY PSAP

3.1 The Assisting PSAP agrees to maintain its 911 Center facility operationally functional and up to date as possible.

3.2 The Assisting PSAP agrees to capture all telephone traffic associated with Pasquotank-Camden Central Communications during a Pasquotank-Camden Central Communications failure and share any requested recordings as time allows.

3.3 The Assisting PSAP agrees to process all Caldwell County Communications telephone calls during a catastrophic failure until which time Caldwell County Communications can resume operations.

All parties also covenant and agree to the following:

1. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina, without reference to any conflict or choice of laws provision which would operate to make the internal laws of any other jurisdiction applicable.

2. Modification. This Agreement shall only be modified, amended or supplemented, by a written instrument signed by both parties to this Agreement.

3. Term and Termination. This Agreement is in effect perpetually, unless replaced by future edition. Any party may cancel its participation by providing written notice addressed to the respective County Manager and PSAP Manager, delivered by registered or certified mail.

CALDWELL COUNTY
EMERGENCY SERVICES
P.O. Box 2200 • Lenoir, NC 28645
Ronald Rombs, Communications Director

"A Legacy of Service and Dedication"

4. Non-Discrimination. Neither party hereto shall discriminate based on race, religion, creed, color, gender or national origin.

5. Other Agreements:

   a. Nothing herein shall prevent either party to this Agreement from entering into other agreements with other counties or local governmental entities in relation to the same subject matter herein.

   b. This Agreement is not intended to impact or change the provision of any existing Backup Center plan.

   c. This Agreement shall not be construed to impose an unconditional obligation on any party to the Agreement.

   d. This Agreement is in effect perpetually, unless replaced by future edition.

   e. Each PSAP will be responsible for its own expenses incurred while traveling. and reimbursement of expendable resources may be required.

The County of Caldwell hereby adopts the PSAP Mutual Aid Agreement as of _____.

Attest:

_____ _____

Chairperson, Caldwell County Board of Commissioners Clerk to the Board of Commissioners

The County of Caldwell hereby adopts the PSAP Mutual Aid Agreement as of _____.

Attest:

_____ _____

Chairperson, Pasquotank Board of Commissioners Clerk to the Board of Commissioners

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 14, 2025	Emergency Services	Becky Price

AGENDA ITEM # 5

Telecommunicators Week

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. National Telecommunications Week 2025

CALDWELL COUNTY
EMERGENCY SERVICES
P.O. Box 2200 • Lenoir, NC 28645
Ronald Rombs, Communications Director

"A Legacy of Service and Dedication"

Proclamation

National Public Safety Telecommunicators Week

April 13-19, 2025

Whereas emergencies can occur at any time that require police, fire or emergency medical services; and,

Whereas when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

Whereas the safety of our police officers, firefighters and paramedics is dependent upon the quality and accuracy of information obtained from citizens who telephone the Caldwell County Emergency Communications Center; and,

Whereas Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

Whereas Public Safety Telecommunicators are the single vital link for our police officers, firefighters and paramedics by monitoring their activities by radio, providing them information and ensuring their safety; and,

Whereas Public Safety Telecommunicators of the Caldwell County Emergency Communications Center have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

Whereas each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

Therefore, Be It Resolved that the Board of Commissioners of Caldwell County declares the week of April 13 through 19, 2025, to be National Public Safety Telecommunicators Week in Caldwell County, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

Signed this ___ day of _____, 2025

Chairman of Board of Commissioners _____

Caldwell County, North Carolina

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 14, 2025	Emergency Services	Chief Trevor Key

AGENDA ITEM # 6

Conveyance of Surplus Property

BACKGROUND

Two EMS vehicles are requesting to be donated to local fire departments. Details are below:

To Sawmills FD- 2015 Ford Expedition Current Mileage- 159,024
To Yadkin Valley FD- 2016 Ford Expedition Current Mileage- 169,271

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Resolution- Conveyance of Surplus Property to SFD and YVFD 2025

RESOLUTION

08-2024

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

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

a. 2015 Ford Expedition 1FMJV1GR2FEF09237
b. 2016 Ford Expedition 1FMJU1JT4GEF27295

WHEREAS, these vehicles are currently in the Emergency Services fleet and are in excess of 150,000 miles on the odometer; and

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

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

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

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

Adopted this the 14 day of April 2025.

_____
Randy T. Church, Chairman

ATTEST:

_____
Abby Rich, NCCCC
County Clerk

_____
Rusty Crowe, Chief
Sawmills Fire Department

_____
Roger Whisnant, Chief
Yadkin Valley Fire Department

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 14, 2025	Emergency Services	Chief Jeff Cardwell

AGENDA ITEM # 7

Lease Extension - Helene Recovery Space

BACKGROUND

At the October 2, 2024 Emergency Called Meeting of the Caldwell County Board of Commissioners, the Board approved the lease of warehouse space for donations in relation to Hurricane Helene. The property is the old HSM warehouse in Lenoir, located at 2145 Norwood Street. It is 90,000 square feet of space. The favorable terms of the lease were $3.53 per sq/ft or $25,000 per month, plus utilities for 3 months with a 30-day notice to vacate that could be extended a month at a time up to 6 months. All costs (lease and utilities) are FEMA reimbursable.

Staff requests the Board's approval to extend the lease until August 31, 2024, with the same lease terms. The space has been a tremendous asset and instrumental during and after recovery. All costs associated with this space are reimbursable with FEMA through August 31, 2025.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. 2nd SIGNED Lease Agreement for HSM 10022024
2. BUSCO I Lease Extension to 8-31-25

NC REALTORS®
Commercial Forms

COMMERCIAL LEASE AGREEMENT
(Single Tenant Facility)

(Note: This form is not intended to be used as a Sublease and SHOULD NOT be used in Sublease circumstances)

THIS COMMERCIAL LEASE AGREEMENT, including any and all addenda attached hereto ("Lease"), is by and between **BUSCO I LLC**,
a(n) **NC LLC** ("Landlord"),
(individual *or* State of formation and type of entity)
whose address is **PO BOX 128 , HICKORY, NC 28603-0128**, and
CALDWELL COUNTY NORTH CAROLINA,
a(n) **NC COUNTY** ("Tenant").
(individual *or* State of formation and type of entity)
whose address is **905 WEST AVENUE NW, LENOIR, NC 28645**

☐ If this box is checked, the obligations of Tenant under this Lease are secured by the guaranty of _____ (name(s) of guarantor(s)) attached hereto and incorporated herein by reference.
(Note: Attach Guaranty Agreement (Form 595-T) or attorney-drafted guaranty).

For and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

PREMISES

1. Landlord leases unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property, including any improvements located thereon (herein after called the "Premises"), to wit:

(Address): **2145 NORWOOD STREET, LENOIR, NC 28645**
85,000 SQUARE FOOT FREE STANDING INDUSTRIAL BUILDING
☐ All ☐ A portion of the property in Deed Reference: Book _____, Page No. _____, _____ County; consisting of approximately _____ acres.

Plat Reference: Lot(s) _____, Block or Section _____, as shown on Plat Book or Slide _____ at Page(s) _____, _____ County, consisting of _____ acres.

☒ If this box is checked, Premises shall mean that property described on **Exhibit A** attached hereto and incorporated herewith by reference.

(For information purposes only, the tax parcel number of the Premises is: **09 140 1 30**)

☐ **Occupancy Limitation:** If this box is checked, notwithstanding any greater occupancy of the Premises which may be permitted by any law, statute, ordinance, regulation, rule (including rules enacted pursuant to any private use restrictions), as the same may be amended from time to time, Tenant shall not allow occupancy of the Premises to exceed _____ persons per _____ square feet in the Premises at any one time.

TERM

2. The term of this Lease shall commence on **October 3**, **2024** ("Lease Commencement Date"), and shall end at 11:59 p.m. (based upon the time at the locale of the Premises) on **January 3**, **2025**, unless sooner terminated as herein provided. The first Lease Year Anniversary shall be the date twelve (12) calendar months after the first day of the first full month immediately following the Lease Commencement Date and successive Lease Year Anniversaries shall be the date twelve (12) calendar months from the previous Lease Year Anniversary.

☒ If this box is checked, Tenant shall have the option of renewing this Lease, upon written notice given to Landlord at least **30** days prior to the end of the then expiring term of this Lease, for **SIX** additional term(s) of **30 DAYS** years each.

DS DU

☐ If this box is checked, Tenant shall have the option of renewing this Lease, upon written notice given to Landlord at least _____ days prior to the end of the then expiring term of this Lease, for additional term(s) as specified on **Exhibit B.**

☐ **Option to Lease-** If this box is checked, Tenant, upon the payment of the sum of $ _____ (which sum is not rental or security deposit hereunder, but is consideration for this Option to Lease and is non-refundable under any circumstances) shall have a period of _____ days prior to the Lease Commencement Date ("Option Period") in which to inspect the Premises and make inquiry regarding such sign regulations, zoning regulations, utility availability, private restrictions or permits or other regulatory requirements as Tenant may deem appropriate to satisfy itself as to the use of the Premises for Tenant's intended purposes. Tenant shall conduct all such on-site inspections, examinations, inquiries and other review of the Premises in a good and workmanlike manner, shall repair any damage to the Premises caused by Tenant's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Landlord's or any tenant's use and enjoyment of the Premises. In that respect, Tenant shall make reasonable efforts to undertake on-site inspections outside of the hours any tenant's business is open to the public and shall give prior notice to the tenant at the Premises of any entry onto the Premises for the purpose of conducting inspections. Upon Landlord's request, Tenant shall provide to Landlord evidence of general liability insurance. Tenant shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Premises and shall be entitled to review such books and records of Landlord that relate directly to the operation and maintenance of the Premises, provided, however, that Tenant shall not disclose any information regarding the Premises (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Tenant shall obtain their agreement to maintain such confidentiality. Tenant assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Option to Lease and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Tenant shall survive the termination of this Option to Lease or this Lease. Tenant shall, at Tenant's expense, promptly repair any damage to the Premises caused by Tenant's entry and on-site inspections. **IF TENANT CHOOSES NOT TO LEASE THE PREMISES, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO LANDLORD THEREOF PRIOR TO THE EXPIRATION OF THE OPTION PERIOD, THEN THIS LEASE SHALL TERMINATE AND NEITHER PARTY SHALL HAVE ANY FURTHER OBLIGATIONS HEREUNDER AND LANDLORD SHALL RETURN TO TENANT ANY RENTAL OR SECURITY DEPOSIT PAID TO LANDLORD HEREUNDER.** Tenant shall be deemed to have exercised its Option to Lease and to be bound under the terms of this Lease if (i) Tenant shall occupy the Premises prior to the expiration of the Option Period, whereupon the date of occupancy shall be deemed the Lease Commencement Date, or (ii) Tenant shall not provide written notice to Landlord of its termination of this Lease prior to the expiration of the Option Period.

RENTAL

3. (a) **Rent**. Beginning on **October 3, 2024** ("Rent Commencement Date"), Tenant agrees to pay Landlord (or its Agent as directed by Landlord), without notice, demand, deduction or set off, an annual rental of $ **75,000.00** , payable in equal monthly installments of $ **25,000.00** , in advance on the first day of each calendar month during the term hereof. Upon execution of this Lease, Tenant shall pay to Landlord the first monthly installment of rent due hereunder. Rental for any period during the term hereof which is less than one month shall be the pro-rated portion of the monthly installment of rental due, based upon a 30-day month.

(b) **Rent Adjustment**. The annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted every Lease Year Anniversary, including any Lease Year Anniversaries resulting from a renewal exercised by Tenant in Section 2 herein, by (*check only one*):

☐ _____ % **OR** $ _____ over the amount then payable hereunder.

☐ The greater of: (i) _____ % over the amount then payable hereunder, or, (ii) the percentage increase (but not any decrease) in the numerical index of the "Consumer Price Index for All Urban Consumers" (1982-84 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor ("CPI") for the immediately preceding twelve (12) month period over the amount then payable hereunder.

☐ The annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted as provided on **Exhibit B.**

Tenant shall pay all rental to Landlord's Agent at the following address:

_____

_____

_____

_____

LATE CHARGES

4. If Landlord fails to receive full rental payment within _____ days after it becomes due, Tenant shall pay Landlord, as additional rental, a late charge equal to _____ percent _____ (%) of the overdue amount or $ _____ whichever is greater, plus any actual bank fees incurred for dishonored payments. The parties agree that such a late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of such late payment.

SECURITY DEPOSIT

5. Upon the execution of this Lease, Tenant shall deposit with Landlord the sum of $ _____ as a security deposit which shall be held by Landlord as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease. The security deposit does not represent payment of and Tenant shall not presume application of same as payment of the last monthly installment of rental due under this Lease. Landlord shall have no obligation to segregate or otherwise account for the security deposit except as provided in this Section 5. If any of the rental or other charges or sums payable by Tenant shall be over-due and unpaid or should payments be made by Landlord on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option, appropriate and apply the security deposit, or so much thereof as may be necessary, to compensate toward the payment of the rents, charges or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of the Tenant; and in such event Tenant upon demand shall restore the security deposit to the amount set forth above in this Section 5. In the event Tenant furnishes Landlord with proof that all utility bills and other bills of Tenant related to the Premises have been paid through the date of Lease termination, and performs all of Tenant's other obligations under this Lease, the security deposit shall be returned to Tenant within sixty (60) days after the date of the expiration or sooner termination of the term of this Lease and the surrender of the Premises by Tenant in compliance with the provisions of this Lease.

☐ If this box is checked, Agent shall hold the security deposit in trust and shall be entitled to the interest, if any, thereon.

UTILITY BILLS/SERVICE CONTRACTS

6. In addition to Tenant's obligation to pay for repairs in Section 12 herein, Landlord and Tenant agree that utility bills and service contracts ("Service Obligations") for the Premises shall be paid by the party indicated below as to each Service Obligation. In each instance, the party undertaking responsibility for payment of a Service Obligation covenants that they will pay the applicable bills prior to delinquency. The responsibility to pay for a Service Obligation shall include all metering, hook-up fees or other miscellaneous charges associated with establishing, installing and maintaining such utility or contract in said party's name. Within thirty (30) days of the Lease Commencement Date, Tenant shall provide Landlord with a copy of any requested Tenant Service Obligation information.

Service Obligation	Landlord	Tenant	Not Applicable
Sewer/Septic		X	
Water		X	
Electric		X	
Gas		X	
Telephone		X	
HVAC (maintenance/service contract)	X		
Elevator (including phone line)			X
Security System		X	
Fiber Optic		X	
Janitor/Cleaning		X	
Trash/Dumpster		X	
Landscaping/Maintenance	X		
Sprinkler System (including phone line)	X		
Pest Control		X	
Snow/Ice Removal		X	

DS DU

© 7/2024

Tenant Initials _____ _____ Landlord Initials _____ _____

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Landlord shall not be liable for injury to Tenant's business or loss of income therefrom or for damage that may be sustained by the person, merchandise or personal property of Tenant, its employees, agents, invitees or contractors or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of any utility installations, air conditioning system or other components of the Premises, except to the extent that such damage or loss is caused by Landlord's gross negligence or willful misconduct. Landlord represents and warrants that the heating, ventilation and air conditioning system(s) and utility installations existing as of the Lease Commencement Date shall be in good order and repair. Subject to the provisions of this Section 6, Landlord shall not be liable in damages or otherwise for any discontinuance, failure or interruption of service to the Premises of utilities or the heating, ventilation and air conditioning system(s) and Tenant shall have no right to terminate this Lease or withhold rental because of the same.

RULES AND REGULATIONS

7. ☐ If this box is checked, the rules and regulations attached hereto ("Rules and Regulations") are made a part of this Lease. Tenant agrees to comply with all Rules and Regulations of Landlord in connection with the Premises which are in effect at the time of the execution of the Lease or which may be from time to time promulgated by Landlord in its reasonable discretion, provided notice of such new Rules and Regulations is given to Tenant in writing and the same are not in conflict with the terms and conditions of this Lease.

PERMITTED USES

8. The permitted use of the Premises shall be: **STORAGE OF HURRICANE RELIEF ITEMS** ("Permitted Use"). The Premises shall be used and wholly occupied by Tenant solely for the purposes of conducting the Permitted Use, and the Premises shall not be used for any other purposes unless Tenant obtains Landlord's prior written approval of any change in use.

Landlord makes no representation or warranty regarding the suitability of the Premises for or the legality (under zoning or other applicable ordinances) of the Permitted Use for the Premises, provided however, that Landlord does represent that it has no contractual obligations with other parties which will materially interfere with or prohibit the Permitted Use of Tenant at the Premises. At Tenant's sole expense, Tenant shall procure, maintain and make available for Landlord's inspection from time to time any governmental license(s) or permit(s) required for the proper and lawful conduct of Tenant's business in the Premises.

Tenant shall not cause or permit any waste to occur in the Premises and shall not overload the floor, or any mechanical, electrical, plumbing or utility systems serving the Premises. Tenant shall keep the Premises, and every part thereof, in a clean and wholesome condition, free from any objectionable noises, loud music, objectionable odors or nuisances.

TAXES AND INSURANCE

(Note: The following box should only be checked if there are no boxes checked below in Section 9.)

☒ If this box is checked, Tenant shall have no responsibility to reimburse Landlord for taxes or insurance.

9. Landlord shall pay all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises and shall procure and pay for such commercial general liability, broad form fire and extended and special perils insurance with respect to the Premises as Landlord in its reasonable discretion may deem appropriate. Tenant shall reimburse Landlord for all taxes and insurance as provided herein within fifteen (15) days after receipt of notice from Landlord as to the amount due. Tenant shall be solely responsible for insuring Tenant's personal and business property and for paying any taxes or governmental assessments levied thereon. Tenant shall reimburse Landlord for taxes and insurance during the term of this Lease, and any extension or renewal thereof. **If boxes are checked below, the manner of reimbursement shall be as indicated:**

Taxes

☐ The amount by which all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises for each tax year exceed all taxes on the Premises for the tax year _____ ; or

☐ All taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises for each tax year.

If one of the two boxes above is checked, then if the final Lease Year of the term fails to coincide with the tax year, any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax year beyond the Lease term. If such taxes for the year in which the Lease terminates are not ascertainable before payment of the last month's rental, then the amount of such taxes assessed against the Property for the previous tax year shall be used as a basis for determining the pro rata share, if any, to be paid by Tenant for that portion of the last Lease Year.

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If one of the two boxes above is checked, Tenant shall reimburse Landlord for taxes by paying to Landlord, beginning on the Rent Commencement Date and on the first day of each calendar month during the term hereof, an amount equal to one-twelfth (1/12) of the then current tax payments for the Premises. Upon receipt of bills, statements or other evidence of taxes due, Landlord shall pay or cause to be paid the taxes. If at any time the reimbursement payments by Tenant hereunder do not equal the amount of taxes paid by Landlord, Tenant shall upon demand pay to Landlord an amount equal to the deficiency or Landlord shall refund to Tenant any overpayment (as applicable) as documented by Landlord. Landlord shall have no obligation to segregate or otherwise account for the tax reimbursements paid hereunder except as provided in this Section 9.

Insurance

☐ the excess cost of commercial general liability, broad form fire and extended and special perils insurance with respect to the Premises over the cost of the first year of the Lease term for each subsequent year during the term of this Lease; or

☐ the cost of all commercial general liability, broad form fire and extended and special perils insurance with respect to the Premises.

If one of the two boxes above is checked, Tenant shall reimburse Landlord for insurance by paying to Landlord, beginning on the Rent Commencement Date and on the first day of each calendar month during the term hereof, an amount equal to one-twelfth (1/12) of the then current insurance premiums for the Premises. Upon receipt of bills, statements or other evidence of insurance premiums due, Landlord shall pay or cause to be paid the insurance premiums. If at any time the reimbursement payments by Tenant hereunder do not equal the amount of insurance premiums paid by Landlord, Tenant shall upon demand pay to Landlord an amount equal to the deficiency or Landlord shall refund to Tenant any overpayment (as applicable) as documented by Landlord. Landlord shall have no obligation to segregate or otherwise account for the insurance premium reimbursements paid hereunder except as provided in this Section 9.

Provided however, notwithstanding any provision of the foregoing, that in the event Tenant's use of the Premises results in an increase in the rate of insurance on the Property, Tenant shall pay to Landlord, upon demand and as additional rental, the amount of any such increase.

INSURANCE; WAIVER; INDEMNITY

10. (a) During the term of this Lease, Tenant shall maintain commercial general liability insurance coverage (occurrence coverage) with broad form contractual liability coverage and with coverage limits of not less than **$2,000,000** combined single limit, per occurrence, specifically including liquor liability insurance covering consumption of alcoholic beverages by customers of Tenant should Tenant choose to sell alcoholic beverages. Such policy shall insure Tenant's performance of the indemnity provisions of this Lease, but the amount of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligation hereunder. All policies of insurance provided for herein shall name as "additional insureds" Landlord, Landlord's Agent, all mortgagees of Landlord and such other individuals or entities as Landlord may from time to time designate upon written notice to Tenant. Tenant shall provide to Landlord, at least thirty (30) days prior to expiration, certificates of insurance to evidence any renewal or additional insurance procured by Tenant. Tenant shall provide evidence of all insurance required under this Lease to Landlord prior to the Lease Commencement Date.

(b) Landlord (for itself and its insurer) waives any rights, including rights of subrogation, and Tenant (for itself and its insurer) waives any rights, including rights of subrogation, each may have against the other for compensation of any loss or damage occasioned to Landlord or Tenant arising from any risk generally covered by the "all risks" insurance required to be carried by Landlord and Tenant. The foregoing waivers of subrogation shall be operative only so long as available in the State of North Carolina. The foregoing waivers shall be effective whether or not the parties maintain the insurance required to be carried pursuant to this Lease.

(c) Except as otherwise provided in Section 10(b), Tenant indemnifies Landlord for damages proximately caused by the negligence or wrongful conduct of Tenant and Tenant's employees, agents, invitees or contractors. Except as otherwise provided in Section 10(b), Landlord indemnifies Tenant for damages proximately caused by the negligence or wrongful conduct of Landlord and Landlord's employees, agents, invitees or contractors. The indemnity provisions in this Section 10 cover personal injury and property damage and shall bind the employees, agents, invitees or contractors of Landlord and Tenant (as the case may be). The indemnity obligations in this Section 10 shall survive the expiration or earlier termination of this Lease.

REPAIRS BY LANDLORD

11. Landlord agrees to keep in good repair the roof, foundation, structural supports and exterior walls of the buildings located on the Premises (exclusive of all glass and exclusive of all exterior doors) and, except as may be specifically allocated to Tenant in Section

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12 herein, Landlord agrees to be responsible for capital replacements on the Premises; provided that Landlord shall not be responsible for repairs or capital replacements rendered necessary by the negligence or intentional wrongful acts of Tenant, its employees, agents, invitees or contractors. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair or replace and failure to report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions.

(Note: Should Landlord and Tenant need to further detail the allocation of responsibility hereunder, the Special Stipulations box at the end of the Lease should be checked and such allocation should be specified on an Exhibit B.)

REPAIRS BY TENANT

12. (a) Tenant accepts the Premises in their present condition and as suited for the Permitted Use and Tenant's intended purposes. Tenant, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, shall maintain in good order and repair the Premises, (except those repairs expressly required to be made by Landlord hereunder), specifically including but not limited to any building and other improvements located thereon, all light bulb and ballast replacements, plumbing fixtures and systems repairs within the Premises and water heater repairs. Tenant further agrees to care for the grounds around the building, including the mowing of grass, care of shrubs and general landscaping. Tenant shall use only licensed contractors for repairs where such license is required. Landlord shall have the right to approve the contractor as to any repairs in excess of $ _____.

☐ **Tenant HVAC Repair**. If this box is checked, Tenant, at its expense, shall maintain the heating, ventilation and air conditioning system(s) ("HVAC Systems") in good order and repair, including but not limited to replacement of parts, compressors, air handling units and heating units. Tenant shall be required to maintain a preventive maintenance contract for the HVAC Systems on terms and with a provider reasonably acceptable to Landlord, which contract shall call for at least semi-annual maintenance, inspection and repair of such HVAC Systems ("HVAC Contract"). Tenant shall provide a copy of the HVAC Contract to Landlord annually. Provided that: (i) Tenant has kept the HVAC Contract in force, and, (ii) Tenant shall have obtained Landlord's prior written approval of the contractor and the repair or replacement expenses for the HVAC Systems, then, for any calendar year, Tenant shall be responsible for the cost of repairing or replacing the HVAC Systems (or any major component thereof) up to $ _____ per HVAC System with a maximum repair or replacement cost of $ _____ for all HVAC Systems ("HVAC Cap") in such year. Tenant shall provide Landlord copies of all records related to the servicing, maintenance, repair, and replacement of the HVAC Systems upon the occurrence of any service, maintenance, repair, or replacement of the HVAC Systems. Landlord shall be responsible for paying the repair cost or replacement cost of such HVAC System in excess of the HVAC Cap.

☐ **Landlord HVAC Repair**. If this box is checked, Landlord, at its expense, shall maintain the heating, ventilation and air conditioning system(s) ("HVAC Systems") in good order and repair, including but not limited to replacement of parts, compressors, air handling units and heating units. Provided that, Tenant shall reimburse Landlord for the cost of repairing or replacing the HVAC Systems (or any major component thereof) an amount up to $ _____ per HVAC System with a maximum replacement cost of $ _____ for all HVAC Systems ("HVAC Cap") in such year. Landlord shall be responsible for paying the repair cost or replacement cost of such HVAC System in excess of the HVAC Cap. Tenant shall reimburse Landlord for the amount of the HVAC Cap payable hereunder upon the written request of Landlord.

(b) Tenant, Tenant's employees, agents, invitees or contractors shall take no action which may void any manufacturers or installers warranty with relation to the Premises. Tenant shall indemnify and hold Landlord harmless from any liability, claim, demand or cause of action arising on account of Tenant's breach of the provisions of this Section 12.

ALTERATIONS

13. Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord, in connection with Landlord's consent to same, may designate any such alterations, additions, or improvements to the Premises as subject to removal upon the expiration or earlier termination of this Lease, in which case, upon Landlord's written notice to Tenant to remove same at the expiration or earlier termination of this Lease, Tenant shall do so and restore the Premises to the condition that existed prior to such alterations, additions, or improvements being made. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Section 13 upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. Tenant has no authority to allow, will not permit, and will indemnify Landlord and hold it harmless from, any contractors', laborers', mechanics', or materialmen's liens, or any other similar liens filed against the Premises in connection with any alterations, additions, or improvements to the Premises.

SURRENDERING THE PREMISES

14. Tenant shall schedule its move date with Landlord, in writing, in advance of the expiration or earlier termination of this Lease. Tenant agrees to return the Premises to Landlord at the expiration or earlier termination of this Lease, broom clean and in as good condition and repair as on the Lease Commencement Date, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. By written notice to Tenant, Landlord may require Tenant to remove any alterations, additions or improvements at the expiration or earlier termination of this Lease (whether or not made with Landlord's consent and whether or not

designated via Section 13 as subject to removal) and to restore the Premises to its prior condition as of the Lease Commencement Date, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's personal property or trade fixtures which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such personal property or trade fixtures.
(Note: Should Landlord and Tenant need to further enumerate their intent/understanding as to the status of items or property as fixtures, trade fixtures, or personal property hereunder, the Special Stipulations box at the end of the Lease should be checked and such enumeration should be specified by listing same by category on an Exhibit B.)

DESTRUCTION OF OR DAMAGE TO PREMISES

15. (a) If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, Landlord shall have the right to terminate this Lease on written notice to Tenant within thirty (30) days after such destruction and this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date.

(b) If the Premises are damaged but not wholly destroyed by any such casualties or if the Landlord does not elect to terminate the Lease under Section 15(a) above, Landlord shall commence (or shall cause to be commenced) reconstruction of the Premises within one hundred twenty (120) days after such occurrence and prosecute the same diligently to completion, not to exceed two hundred seventy (270) days from the date upon which Landlord receives applicable permits and insurance proceeds. In the event Landlord shall fail to substantially complete reconstruction of the Premises within said two hundred seventy (270) day period, Tenant's sole remedy shall be to terminate this Lease.

(c) In the event of any casualty at the Premises during the last one (1) year of the Lease Term, Landlord and Tenant each shall have the option to terminate this Lease on written notice to the other of exercise thereof within sixty (60) days after such occurrence.

(d) In the event of reconstruction of the Premises, Tenant shall continue the operation of its business in the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation of Tenant to pay annual rental and any other sums due under this Lease shall remain in full force and effect during the period of reconstruction. The annual rental and other sums due under this Lease shall be abated proportionately with the degree to which Tenant's use of the Premises is impaired, commencing from the date of destruction and continuing during the period of such reconstruction. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Premises, Tenant's personal property, or any inconvenience or annoyance occasioned by such damage, reconstruction or replacement.

(e) In the event of the termination of this Lease under any of the provisions of this Section 15, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

GOVERNMENTAL ORDERS

16. Tenant, at its own expense, agrees to comply with: (a) any law, statute, ordinance, regulation, rule, requirement, order, court decision or procedural requirement of any governmental or quasi-governmental authority having jurisdiction over the Premises, (b) the rules and regulations of any applicable governmental insurance authority or any similar body, relative to the Premises and Tenant's activities therein; (c) provisions of or rules enacted pursuant to any private use restrictions, as the same may be amended from time to time and (d) the Americans with Disabilities Act (42 U.S.C.S. §12101, et seq.) and the regulations and accessibility guidelines enacted pursuant thereto, as the same may be amended from time to time. Landlord and Tenant agree, however, that if in order to comply with such requirements the cost to Tenant shall exceed a sum equal to one (1) year's rent, then Tenant may terminate this Lease by giving written notice of termination to Landlord in accordance with the terms of this Lease, which termination shall become effective sixty (60) days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements, unless, within thirty (30) days of receiving such notice, Landlord agrees in writing to be responsible for such compliance, at its own expense, and commences compliance activity, in which case Tenant's notice given hereunder shall not terminate this Lease.

CONDEMNATION

17. (a) If the entire Premises shall be appropriated or taken under the power of eminent domain by any governmental or quasi-governmental authority or under threat of and in lieu of condemnation (hereinafter, "taken" or "taking"), this Lease shall terminate as of the date of such taking, and Landlord and Tenant shall have no further liability or obligation arising under this Lease after such date, except as otherwise provided for in this Lease.

(b) If more than twenty-five percent (25%) of the floor area of any building of the Premises is taken, or if by reason of any taking, regardless of the amount so taken, the remainder of the Premises is not one undivided space or is rendered unusable for the Permitted Use, either Landlord or Tenant shall have the right to terminate this Lease as of the date Tenant is required to vacate the

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portion of the Premises taken, upon giving notice of such election within thirty (30) days after receipt by Tenant from Landlord of written notice that said Premises have been or will be so taken. In the event of such termination, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

(c) Landlord and Tenant, immediately after learning of any taking, shall give notice thereof to each other.

(d) If this Lease is not terminated on account of a taking as provided herein above, then Tenant shall continue to occupy that portion of the Premises not taken and the parties shall proceed as follows: (i) at Landlord's cost and expense and as soon as reasonably possible, Landlord shall restore (or shall cause to be restored) the Premises remaining to a complete unit of like quality and character as existed prior to such appropriation or taking, and (ii) the annual rent provided for in Section 3 and other sums due under the Lease shall be reduced on an equitable basis, taking into account the relative values of the portion taken as compared to the portion remaining. Tenant waives any statutory rights of termination that may arise because of any partial taking of the Premises.

(e) Landlord shall be entitled to the entire condemnation award for any taking of the Premises or any part thereof. Tenant's right to receive any amounts separately awarded to Tenant directly from the condemning authority for the taking of its merchandise, personal property, relocation expenses and/or interests in other than the real property taken shall not be affected in any manner by the provisions of this Section 17, provided Tenant's award does not reduce or affect Landlord's award and provided further, Tenant shall have no claim for the loss of its leasehold estate.

ASSIGNMENT AND SUBLETTING

18. Tenant shall not assign this Lease or any interest hereunder or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall pay to Landlord, concurrently with any request for consent to assignment or sublet, a non-refundable fee of $ _____ as payment to Landlord for its review and processing of the request. In addition, Tenant shall pay to Landlord any legal fees and expenses incurred by Landlord in connection with the proposed assignment or sublet, to the extent such amounts exceed $ _____ . Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. No sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

EVENTS OF DEFAULT

19. The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (a) Tenant fails to pay when due the rental or any other monetary obligation as provided for herein; (b) Tenant abandons or vacates the Premises; (c) Tenant fails to comply with or abide by and perform any non-monetary obligation imposed upon Tenant under this Lease within thirty (30) days after written notice of such breach; (d) Tenant is adjudicated bankrupt; (e) A permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (f) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred and such proceeding is not dismissed within sixty (60) days of the filing thereof; (g) Tenant makes an assignment for benefit of creditors; or (h) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

REMEDIES UPON DEFAULT

20. Upon the occurrence of Event of Default, Landlord may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law: (a) Landlord may terminate this Lease by giving written notice to Tenant and upon such termination shall be entitled to recover from Tenant damages as may be permitted under applicable law; or (b) Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (c) Landlord, as Tenant's agent, without terminating this Lease, may enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting, provided however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenant's default and expressly shall have no duty to mitigate Tenant's damages. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof. Tenant acknowledges and understands that Landlord's acceptance of partial rental will not waive Tenant's breach of this Lease or limit Landlord's rights against Tenant hereunder or Landlord's right to evict Tenant through a summary ejectment proceeding, whether filed before or after Landlord's acceptance of any such partial rental.

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EXTERIOR SIGNS

21. Tenant shall place no signs upon the outside walls, doors or roof of the Premises, except with the express written consent of the Landlord in Landlord's sole discretion. Any consent given by Landlord shall expressly not be a representation of or warranty of any legal entitlement to signage at the Premises. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with governmental rules and regulations governing such signs and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to removal thereof.

LANDLORD'S ENTRY OF PREMISES

22. Landlord may advertise the Premises "For Rent" **30** days before the termination of this Lease. Landlord may enter the Premises upon prior notice at reasonable hours to exhibit same to prospective purchasers or tenants, to make repairs required of Landlord under the terms hereof, for reasonable business purposes and otherwise as may be agreed by Landlord and Tenant. Landlord may enter the Premises at any time without prior notice, in the event of an emergency or to make emergency repairs to the Premises. Upon request of Landlord, Tenant shall provide Landlord with a functioning key to the Premises and shall replace such key if the locks to the Premises are changed.

QUIET ENJOYMENT

23. So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, subject to the terms hereof.

HOLDING OVER

24. If Tenant remains in possession of the Premises after expiration of the term hereof, Tenant shall be a tenant at sufferance and there shall be no renewal of this Lease by operation of law. In such event, commencing on the date following the date of expiration of the term, the monthly rental payable under Section 3 above shall for each month, or fraction thereof during which Tenant so remains in possession of the Premises, be double the monthly rental otherwise payable under Section 3 above.

ENVIRONMENTAL LAWS

25. (a) Tenant covenants that with respect to any Hazardous Materials (as defined below) it will comply with any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, any other legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing (collectively, all such matters being "Hazardous Materials Requirements"). Tenant shall remove from the Premises, all Hazardous Materials that were placed on the Premises by Tenant or Tenant's employees, agents, invitees or contractors, either after their use by Tenant or upon the expiration or earlier termination of this Lease, in compliance with all Hazardous Materials Requirements.

(b) Tenant shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifest, filings, lists and invoices covering those Hazardous Materials and Tenant shall provide Landlord with copies of all such items upon request. Tenant shall provide within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any Hazardous Materials Requirements by Tenant, or related in any manner to Hazardous Materials. In addition, Tenant shall provide Landlord with copies of all responses to such correspondence at the time of the response.

(c) Tenant hereby indemnifies and holds harmless Landlord, its successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney's fees and costs) paid, incurred or suffered by, or asserted against Landlord as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Materials caused by Tenant or Tenant's employees, agents, invitees or contractors. This indemnity shall also apply to any release of Hazardous Materials caused by a fire or other casualty to the Premises if such Hazardous Materials were stored on the Premises by Tenant, its agents, employees, invitees or successors in interest.

(d) For purposes of this Lease, "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (i) is defined as a hazardous substance, hazardous material or waste, or toxic substance pursuant to any Hazardous Materials Requirements, (ii) is regulated, controlled or governed by any Hazardous Materials Requirements, (iii) is petroleum or a petroleum product, or (iv) is asbestos, formaldehyde, a radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials).

(e) The warranties and indemnities contained in this Section 25 shall survive the termination of this Lease.

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SUBORDINATION; ATTORNMENT; ESTOPPEL

26. (a) This Lease and all of Tenant's rights hereunder are and shall be subject and subordinate to all currently existing and future mortgages affecting the Premises. Within ten (10) days after the receipt of a written request from Landlord or any Landlord mortgagee, Tenant shall confirm such subordination by executing and delivering Landlord and Landlord's mortgagee a recordable subordination agreement and such other documents as may be reasonably requested, in form and content satisfactory to Landlord and Landlord's mortgagee. Provided, however, as a condition to Tenant's obligation to execute and deliver any such subordination agreement, the applicable mortgagee must agree that mortgagee shall not unilaterally, materially alter this Lease and this Lease shall not be divested by foreclosure or other default proceedings thereunder so long as Tenant shall not be in default under the terms of this Lease beyond any applicable cure period set forth herein. Tenant acknowledges that any Landlord mortgagee has the right to subordinate at any time its interest in this Lease and the leasehold estate to that of Tenant, without Tenant's consent.

(b) If Landlord sells, transfers, or conveys its interest in the Premises or this Lease, or if the same is foreclosed judicially or nonjudicially, or otherwise acquired, by a Landlord mortgagee, upon the request of Landlord or Landlord's successor, Tenant shall attorn to said successor, provided said successor accepts the Premises subject to this Lease. Tenant shall, upon the request of Landlord or Landlord's successor, execute an attornment agreement confirming the same, in form and substance acceptable to Landlord or Landlord's successor and Landlord shall thereupon be released and discharged from all its covenants and obligations under this Lease, except those obligations that have accrued prior to such sale, transfer or conveyance; and Tenant agrees to look solely to the successor in interest of Landlord for the performance of those covenants accruing after such sale, transfer or conveyance. Such agreement shall provide, among other things, that said successor shall not be bound by (a) any prepayment of more than one (1) month's rental (except the Security Deposit) or (b) any material amendment of this Lease made after the later of the Lease Commencement Date or the date that such successor's lien or interest first arose, unless said successor shall have consented to such amendment.

(c) Within ten (10) days after request from Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate (to be prepared by Landlord and delivered to Tenant) with appropriate facts then in existence concerning the status of this Lease and Tenant's occupancy, and with any exceptions thereto noted in writing by Tenant. Tenant's failure to execute and deliver the Estoppel Certificate within said ten (10) day period shall be deemed to make conclusive and binding upon Tenant in favor of Landlord and any potential mortgagee or transferee the statements contained in such estoppel certificate without exception.

ABANDONMENT

27. Tenant shall not abandon the Premises at any time during the Lease term. If Tenant shall abandon the Premises or be dispossessed by process of law, any personal property belonging to Tenant and left on the Premises, at the option of Landlord, shall be deemed abandoned, and available to Landlord to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.

NOTICES

28. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered or sent to the address shown at the beginning of this Lease, except that upon Tenant taking possession of the Premises, then the Premises shall be Tenant's address for such purposes. Notices to Landlord shall be delivered or sent to the address shown at the beginning of this Lease and notices to Agent, if any, shall be delivered or sent to the address set forth in Section 3 hereof. All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.

BROKERS

29. Except as expressly provided herein, Tenant and Landlord agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the lease of the Property to Tenant.

Tenant and Landlord represent and warrant to each other that: (i) except as to the brokers designated below ("Brokers"), they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Tenant and/or the Landlord.

The Stump Corporation ("Listing Agency"),

John R. Stump, Jr. ("Listing Agent" - License # **90972**)

Acting as: [X] Landlord's Agent; [ ] Dual Agent

and _____ (Leasing Agency"),

_____ ("Leasing Agent" - License # _____)

Acting as: [ ] Tenant's Agent; [ ] Landlord's (Sub)Agent; [ ] Dual Agent

DS DU

STANDARD FORM 592-T
Revised 7/2024

Tenant Initials _____ _____ Landlord Initials _____ _____

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GENERAL TERMS

30. (a) "Landlord" as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises. "Agent" as used in this Lease shall mean the party designated as same in Section 3, its heirs, representatives, assigns and successors. "Tenant" shall include the undersigned and its heirs, representatives, assigns and successors, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees as to the Premises covered by such assignment or sublease. "Landlord", "Tenant", and "Agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

(b) No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

(c) **Time is of the essence in this Lease.**

(d) This Lease may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Lease may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Lease constitutes the sole and entire agreement among the parties hereto and no modification of this Lease shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Lease shall not affect the validity of any other provisions hereof and this Lease shall be construed and enforced as if such invalid provisions were not included.

(e) Each signatory to this Lease represents and warrants that he or she has full authority to sign this Lease and such instruments as may be necessary to effectuate any transaction contemplated by this Lease on behalf of the party for whom he or she signs and that his or her signature binds such party. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Lease are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Lease.

(f) Upon request by either Landlord or Tenant, the parties hereto shall execute a short form lease (memorandum of lease) in recordable form, setting forth such provisions hereof (other than the amount of annual rental and other sums due) as either party may wish to incorporate. The cost of recording such memorandum of lease shall be borne by the party requesting execution of same. The NC REALTOR Memorandum of Lease (Form 596-T) or an attorney-drafted memorandum of lease may be used for this purpose.

(g) If legal proceedings are instituted to enforce any provision of this Lease, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

SPECIAL STIPULATIONS

Note: Under North Carolina law, real estate agents are not permitted to draft lease provisions

[X] If this box is checked, additional terms of this Lease are set forth on **Exhibit B** attached hereto and incorporated herein by reference.

[ ] If this box is checked, improvements to the Premises to be provided by Landlord are set forth on **Exhibit C** attached hereto and incorporated herein by reference.

[THIS SPACE INTENTIONALLY LEFT BLANK]

DS DU

Tenant Initials _____ _____ Landlord Initials _____ _____

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THIS DOCUMENT IS A LEGAL DOCUMENT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW. THE NORTH CAROLINA ASSOCIATION OF REALTORS® MAKES NO REPRESENTATIONS CONCERNING THE LEGAL SUFFICIENCY, LEGAL EFFECT OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION TO WHICH IT RELATES AND RECOMMENDS THAT YOU CONSULT YOUR ATTORNEY.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Lease to be duly executed.

LANDLORD:

Individual

_____

Date: _____

_____

Date: _____

Business Entity

BUSCO I, LLC
(Name of Firm)

DocuSigned by:
David Underdown
894EF9E636C34DE...

By: _____
DAVID F. UNDERDOWN

Title: **Managing Partner**

Date: 10/2/2024

TENANT:

Individual

_____

Date: _____

_____

Date: _____

Business Entity

CALDWELL COUNTY, NC
(Name of Firm)

By: _____
DONALD DUNCAN

Title: **COUNTY MANAGER**

Date: 10/2/2024

STANDARD FORM 592-T
Revised 7/2024
© 7/2024

NC REALTORS®
Commercial Forms

NOTICE TO ELECT LEASE RENEWAL/EXTENSION

Caldwell County North Carolina ("Tenant")

and BUSCO I LLC ("Landlord")

with respect to certain Premises located at: 2145 Norwood Street, Lenoir, NC 28633
have previously entered into a lease agreement dated October 2, 2024, which lease agreement ☐ has not been amended or ☐ has been amended by the following documents (list name and date of any document(s) modifying the lease agreement):

(all documents referenced above being herein collectively the "Lease")

Landlord and Tenant hereby stipulate and certify that (choose only one option below):

☐ The Lease is hereby extended in accordance with the terms and conditions specified in the Lease.

☒ The Lease is hereby extended in accordance with the terms and conditions specified in the Lease with the exception of the revised rent schedule which shall be affixed hereto and become part of this Notice to Elect Lease Renewal/Extension.

As a result of the foregoing extension, the new termination date of the Lease is: August 31, 2025.

Tenant's failure to execute this Notice to Elect Lease Renewal/Extension shall constitute an election by Tenant to possess the Premises subject to the holdover provisions in the Lease, including any holdover rent provision therein. Except as modified herein, the Lease remains enforceable in accordance with its Tenant as originally set forth.

TENANT:

Individual

Date:

Date:

Business Entity:

Caldwell County North Carolina
(Name of Entity)

By:

Name:

Title: County Manager

Date:

LANDLORD:

Individual

Date:

Date:

Business Entity:

BUSCO I, LLC
(Name of Entity)

By:

Name: David F. Underdown

Title: Managing Partner

Date: 4/7/25

North Carolina Association of REALTORS®, Inc.

STANDARD FORM 594-T
Adopted 7/2017
© 7/2024

The Stump Corporation, 1043 East Morehead St, Suite 105 Charlotte NC 28204 Phone: 7043323535 Fax: 7043759739
J. R. Stump, Jr.
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com
HSM Lenoir

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 14, 2025	Administration	

AGENDA ITEM # 8

Hurricane Helene Expenditures- $3,000,000

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Budget Revision- Helene Expenditures Debris Cleanup

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:

This revision is necessary to continue the county's debris clean up efforts post hurricane Helene. FEMA should reimburse the county for this cost. This will allow debris clean up to continue as well as the continued lease of the warehouse (FEMA has agreed to reimbures for it though August)

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
41.4726.330000.10200	Grants	I	$ 3,000,000.00	41.4726.444100.10200	Contractual	I	$ 3,000,000.00
Total			**3,000,000.00**	**Total**			**3,000,000.00**

Attachments (Yes or No): No

Public Hearing (Yes or No):

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

Staff Recommendation:

Board Action:

Department Head	Date	Finance Director	Date	County Manager	Date
			04/07/25		

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 14, 2025	Administration	

AGENDA ITEM # 9

Amendment to Racetrack Ordinance- First Reading

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. RacetrackOrdinanceAmendment2025.V2 (1)

AMENDMENTS TO THE CALDWELL COUNTY ORDINANCE LIMITING TIMES OF OPERATIONS AT RACETRACKS AND DRAGSTRIPS

The Racetracks and Dragstrips Chapter of the Code of Caldwell County is hereby amended by altering Section 3(a), to read as follows:

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

1. The months of February, March, April, May, June, July, August, September, and October, and the first 15 days in November; and

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

3. Between the hours of 12:00 pm and 9:00 pm on one of the 2 permitted days of operation each week, and between the hours of 10:00 am and 11:00 pm on the other permitted day of operation each week."

Additionally, The Racetracks and Dragstrips Chapter of the Code of Caldwell County is hereby amended by adding a new Section 3A, which reads as follows:

"Section 3A, Test and Tune Events Permitted

The owner and/or operator of any raceway, racetrack, or drag strips may schedule and operate "Test and Tune events" on Weekdays Monday through Thursday, between the hours of 10:00 a.m. and 4:00 p.m. in each calendar month. "Test and Tune event" means a race team bringing a car to the track, running laps, adjusting settings on the car, and then running more laps, with no racing, no crowd, and no money taken at the gate."

Enacted this the __ day of April, 2025.

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 14, 2025	Administration	

AGENDA ITEM # 10

Appointment of Planning Board Members

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 14, 2025	Health	

AGENDA ITEM # 11

Health Department- Agreement Addendum

BACKGROUND

The Health Department received an agreement addendum in the amount of $8,101. This will be used at Environmental Health to implement State-mandated sanitation regulations.

RECOMMENDED MOTION

Approve Budget Revision

BUDGET IMPACT

100% Flow through funds no local impact

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Budget Revision Health Dept_0001

Budget Revision # _____

Item No. _____

Board Action Date _____

Caldwell County Board of Commissioners

BUDGET REVISION

Board Meeting _____

Subject: 874 Food & Lodging

Background and explanation for the Budget Revision:

Caldwell County Health Department received an Agreement Addenda in the amount of $8,101
This Agreement Addendum allows for the local health departments environmental health program
to implement state-mandated sanitation regulations.

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
10.5111.334506	EH- Food/Lodging	8,101.00	10.5111.426000	Supplies	8,101.00
Total		**8,101.00**	**Total**		**8,101.00**

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
Donna Cook	3/17/25		3/17/25		

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 14, 2025	Sheriff's Office	

AGENDA ITEM # 12

Sheriff's Office-Weapon Sales and Purchase

BACKGROUND

The Sheriff's Office sold some old weapons and received a check for $16,940.74 in return. This budget revision allows them to use those funds to purchase new weapons.

RECOMMENDED MOTION

BUDGET IMPACT

Funded via sale of old weapons, no tax dollars used.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Budget Revision Sheriff_0001

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:

The sheriff's department sold some old weapons and received a check fro $16,940.74. This revision allows them to use those funds to purhcase new weapons

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
10.4318.310000	Misc Revenue	I	$	16,940.74
Total				**16,940.74**

Line Item #	Title	I/D		Amount
10.4318.452000	Non Cap Equipment	I	$	16,940.74
Total				**16,940.74**

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
			03/20/25		

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 14, 2025	Emergency Services	

AGENDA ITEM # 13

Emergency Services- Acceptance of Emergency Preparedness Grant

BACKGROUND

The County recently received a grant for $50,000 for emergency preparedness. This budget revision allows those funds to be spent.

RECOMMENDED MOTION

Approve Budget Revision

BUDGET IMPACT

100% grant funds, no local match.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Budget Revision_0001
2. Quote 1
3. Quote 2

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:

The county recently received a grant in the amount of $50,000 for emergency preparedness. This revision allows those funds to be spent on a blood freezer and for radios. 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
10.4602.330000	Other Grants	I	$	50,000.00
Total				**50,000.00**

Line Item #	Title	I/D		Amount
10.9000.451000.4602	Equipment	I	$	50,000.00
Total				**50,000.00**

Attachments (Yes or No): yes

Public Hearing (Yes or No):

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

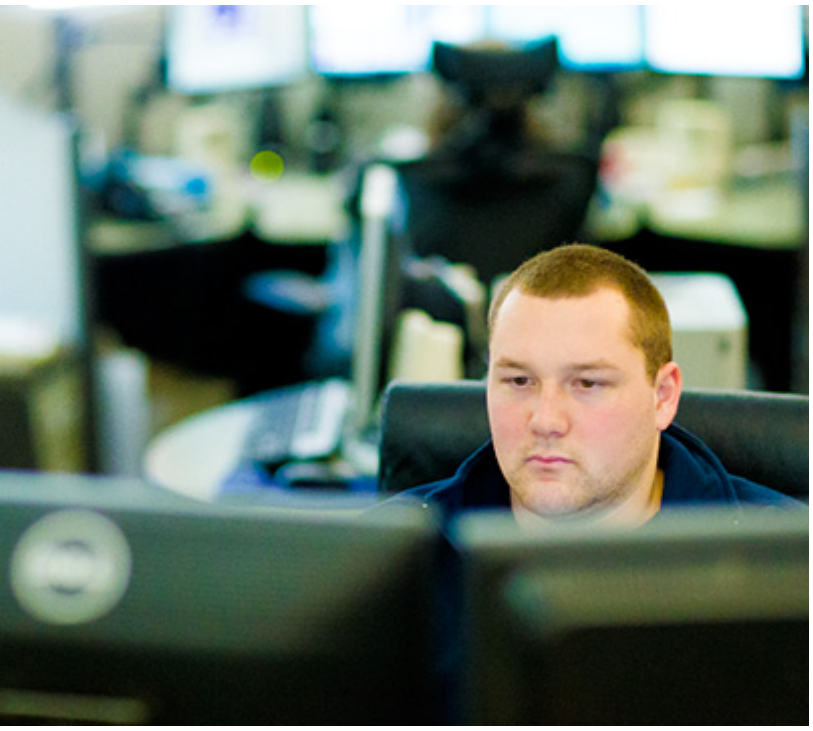
Staff Recommendation:

Board Action:

Department Head	Date	Finance Director	Date	County Manager	Date
			03/28/25		

MOTOROLA SOLUTIONS







CALDWELL COUNTY

Caldwell EM 8500, 6500, NEXT

01/17/2025

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
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01/17/2025

CALDWELL COUNTY
905 W AVE NW
LENOIR, NC 28645

RE: Motorola Quote for Caldwell EM 8500, 6500, NEXT

Dear Trevor Key,

Motorola Solutions is pleased to present CALDWELL COUNTY with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide CALDWELL COUNTY with the best products and services available in the communications industry. Please direct any questions to Stori McIntyre at storimcintyre@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Stori McIntyre

Motorola Solutions Manufacturer's Representative

Billing Address:
CALDWELL COUNTY
905 W AVE NW
LENOIR, NC 28645
US

Quote Date:01/17/2025
Expiration Date:05/12/2025
Quote Created By:
Stori McIntyre
storimcintyre@callmc.com

End Customer:
CALDWELL COUNTY
Trevor Key
tkey@caldwellcountync.org
8287571328

Contract: 19144 - 725G NORTH CAROLINA, STATE OF (NON-ARIBA BASED POS)

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1	PMPN4639B	CHGR VEHICLE IMPRES 2 EXT NA/AU/NZ KIT	2		$599.00	$449.25	$898.50
2	NNTN9217A	BATTERY PACK,BATTERY PACK,IMPRES GEN2, LIION,IP68, 4400T, UL2054 DIV 2	4		$284.35	$213.26	$853.04
	APX™ NEXT	APX NEXT XE MULTI					
3	H55TGT9PW8AN	APX NEXT; ALL-BAND MODEL 4.5 PORTABLE*	2		$8,241.00	$6,180.75	$12,361.50
3a	Q387CB	ADD: MULTICAST VOTING SCAN	2		Included	Included	Included
3b	QA02006AE	ADD: APX NEXT XE M4.5 RUGGED RADIO	2		$770.00	$577.50	$1,155.00
3c	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US*	2		$0.00	$0.00	$0.00
3d	QA09030AB	ADD: MOTOROLA APX HOSTED RADIOCENTRAL*	2		$0.00	$0.00	$0.00
3e	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	2		Included	Included	Included

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
3f	Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY	2		Included	Included	Included
3g	QA09000AG	ADD: DIGITAL TONE SIGNALING	2		Included	Included	Included
3h	Q15AU	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	2		Included	Included	Included
3i	QA03399AK	ADD: ENHANCED DATA	2		Included	Included	Included
3j	Q445BC	ADD: APX PERSONNEL ACCOUNTABILITY	2		Included	Included	Included
3k	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	2		Included	Included	Included
3l	H499KC	ENH: SUBMERSIBLE (DELTA T)	2		Included	Included	Included
3m	QA00580BA	ADD: TDMA OPERATION	2		Included	Included	Included
3n	BD00020AA	ADD: TACTICAL BUNDLE	2		$248.00	$186.00	$372.00
3o	BD00001AA	ADD: CORE BUNDLE	2		$3,106.00	$2,329.50	$4,659.00
3p	QA09001AM	ADD: WIFI CAPABILITY	2		Included	Included	Included
3q	H797DW	ENH: DVP-XL ENCRYPTION AND ADP	2		Included	Included	Included
3r	QA01427AK	ALT: APX NEXT XE HOUSING GREEN	2		$28.00	$21.00	$42.00
3s	QA09028AA	ADD: VIQI VC RADIO OPERATION	2		Included	Included	Included
3t	H38DA	ADD: SMARTZONE OPERATION	2		Included	Included	Included
3u	BD00010AB	ADD: SECURITY BUNDLE	2		$1,147.00	$860.25	$1,720.50
3v	QA09113AA	ADD: BASELINE RELEASE SW	2		$0.00	$0.00	$0.00
3w	QA07680AA	ADD: MULTI SYSTEM OTAR	2		Included	Included	Included
3x	Q361CD	ADD: P25 9600 BAUD TRUNKING	2		Included	Included	Included
4	PSV03S02465A	APX DMS PROVISIONING PD3*	1		$0.00	$0.00	$0.00
5	SSV01S01407A	SMARTPROGRAMMING	2	4 YEAR	$300.00	$300.00	$600.00
6	LSV01S03446A	APX NEXT DMS ESSENTIAL	2	5 YEARS	$384.60	$384.60	$769.20
7	SSV01S01406A	SMARTCONNECT	2	4 YEAR	$300.00	$300.00	$600.00
8	SSV01S01476A	SMARTLOCATE	2	4 YEAR	$300.00	$300.00	$600.00

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
9	LSV01S03082A	RADIOCENTRAL PROGRAMMING	2	4 YEARS	$128.16	$128.16	$256.32
10	SSV01S01907A	SMARTMAPPING	2	4 YEAR	$300.00	$300.00	$600.00
11	PSV01S02944A	PROVISIONING SUPPORT*	1		$0.00	$0.00	$0.00
12	PMMN4154A	XVE500 DIV 1 REMOTE SPEAKER MIC, HIGH IMPACT GREEN WITH KNOB, UL	2		$748.00	$561.00	$1,122.00
13	PMPN4604A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT US	2		$207.14	$155.36	$310.72
14	Incentive	Expiration Date: 04/30/2025	1		-$750.00	-$750.00	-$750.00

Grand Total $26,169.78(USD)

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.

  Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at http://www.motorolasolutions.com/product-terms.

  The Parties hereby enter into this Agreement as of the Effective Date.

  Motorola Solutions, Inc.

  By: _____

  Name: _____

  Title: _____

  Date: _____

  Customer

  By: _____

  Name: _____

  Title: _____

  Date: _____

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

APX NEXT RADIO SOLUTIONS

Overview

APX NEXT is Motorola Solutions' next-generation P25 platform purpose-built for first responders to access and act on information while maintaining focus in critical situations. Across all aspects of the radio experience—deployment, operation, maintenance, and evolution—APX NEXT brings critical advancements to usability and performance. Equipped with broadband, LTE, Wi-Fi, Bluetooth 5.0, and GPS capabilities, APX NEXT extends future-ready performance, applications, and full interoperability to the field and control room to transform accurate data into smarter action.

Key benefits of the APX NEXT include the following:

- **SmartTouch Experience** – Easier operation centered around a redefined 3.6" impact resistant touch display and shallow menu hierarchy. This cleaner and more intuitive visual layout increases the usability of the APX NEXT radio and helps users find the information they need without pause or distraction.
- **Ruggedized, Ergonomic Design** – Increased personnel safety and efficiency with an improved T-Grip ergonomic design, full-color top display, and tactile knobs for efficient use in emergency situations. Patented touch technology enables for reliable gloved use, while also making the screen immune to false actuations from water, snow, ice, or debris. The APX Next device meets the same MIL standards for ruggedization achieved by Motorola Solutions' APX platform radios.
- **Easy Fleet Management** – Easier and quicker radio provisioning, remote software updates, and streamlined management reduce downtime and support control center staff. Motorola Solutions' Device Management Services (DMS) maximize the effectiveness of APX NEXT, reducing maintenance risk, workload, and total cost of ownership. DMS brings RadioCentral (RC) programming to APX NEXT, as well, supporting faster provisioning and deployment to get devices in the hands of responders and out into the field.
- **Secure Communications** – Hardened End-to-End security allows only authorized units in the system to listen to transmissions. Real-time security provides seamless protection from the device and data in transit to the cloud and the LMR system

Evolving with Applications Services

APX NEXT Application Services enhance device capabilities and improve user experience. These applications are subscription-based offerings for easier optimization and scaling to meet evolving needs.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead **(PO will not be processed without this)**
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.
Once checklist is complete, order still must go through **Order Validation/Credit Approval**

Bound Tree

Quotation

Quotation#: QUO-71832-C4T5M5

Last Modified: 03/28/2025 8:22 AM

Customer PO #:

Account Number: 112977SHIP005

Bill To:
CALDWELL COUNTY EMS SHIP005
PO BOX 2200
LENOIR, NC 28645-2200
Ship Method: NO FRT
Payment Terms: NET 30

Ship To:
CALDWELL COUNTY EMS SHIP005
2345 Morganton Blvd SW
Lenoir, NC 28645

Line No.	Item	Description	UOM	QTY	List Price	Your Price	Ext. Price
1	2511-16816	*DS ONLY* APRU-Autonomous Portable Refrigeration Unit, 6L	EA	2	$23,679.99	$11,580.00	$23,160.00

Quote Total: $23,160.00

Quote Expiration Date: 06/20/2025

Comments:

Mark Tornstrom
Bound Tree |Account Manager
5000 Tuttle Crossing Blvd, Dublin OH 43016
Office Phone: (614) 569-0070 | Mobile Phone: 980-225-2022
Mark.Tornstrom@boundtree.com

Sales Tax will be applied to customers who are not exempt.
Shipping charges will be prepaid and added to the invoice unless otherwise stated.
This quotation is valid until the quote expires or the manufacturer's price to Bound Tree Medical increases.

To place an order, please visit our website at www.boundtree.com, login, and add to your shopping cart
or call (800) 533-0523
fax (800) 257-5713

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 14, 2025	Emergency Services	

AGENDA ITEM # 14

Emergency Services- Close Out Ambulance Purchase

BACKGROUND

A few years ago the County received $275,000 to purchase a new ambulance. The County then added $83,849 to this amount from the general fund in order to complete the purchase. The purchase has been made and $1,131 is left over. This revision moves the remaining money back to the general fund and closes out the project.

RECOMMENDED MOTION

Approve Budget Revision

BUDGET IMPACT

Adds $1,131 back to the general fund.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Budget Revision close out ambulance purchase_0001

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:

The county added $83,849 to the $275,000 provided by the state via SCIF funds to allow for the purchase of a new ambulance. This purchase has been completed and there are $1,131 left in the line item. This budget revision moves those funds back to the general fund and closes out this project.

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

SUPPLEMENTAL APPROPRIATION

Line Item #	Title	I/D		Amount	Line Item #	Title	I/D		Amount
43.9000.451001.10173	Vehicles	D	$	1,131.00	43.9000.498000	Interfund Xfr Out	I	$	1,131.00
10.9800.391005	Interfund Xfr In	I	$	1,131.00	10.9800.397000	Fund Balance App	D	$	1,131.00
Total				**2,262.00**	**Total**				**2,262.00**

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
			04/02/25		

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 14, 2025	Tax	

AGENDA ITEM # 15

Compensation for Board of Equalization and Review

BACKGROUND

An adjustment is requested for the Bord of Equalization and Review

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Compensation for Board of E&R

TO: Wayne Rash, Interim County Manager

FROM: Josh Angle, Tax Administrator

SUBJECT: Compensation for Board of Equalization and Review

DATE: April 4, 2025

In accordance with NCGS 105-322, the Caldwell County Commissioners should select a chairman and set the remuneration schedule per meeting. The board may wish to consider an increase to $150.00 for the selected chairman while leaving the remaining members at the $100.00 per meeting.

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 14, 2025	Emergency Services	

AGENDA ITEM # 16

Adoption of Hazard Mitigation Plan

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Resolution for Hazard Mitigation Plan 2025

RESOLUTION

09 -2025

RESOLUTION
ADOPTING UNIFOUR REGIONAL
HAZARD MITIGATION PLAN

WHEREAS, the citizens and property within Caldwell County are subject to the effects of natural hazards that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the county are particularly vulnerable to drought, extreme heat, hailstorm, hurricane and tropical storpm, lightning, thunderstorm wind/high wind, tornado, winter storm and freeze, flood, hazardous material incident, and wildfire; and

WHEREAS, Caldwell County desires to seek ways to mitigate the impact of identified hazard risks; and

WHEREAS, the Legislature of the State of North Carolina has in Article 5, Section 160D-501 of Chapter 160D of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina has enacted General Statute Section 166A-19.41 (*State emergency assistance funds*) which provides that for a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency pursuant to the Disaster Mitigation Act of 2002, P.L. 106-390, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act; and.

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; and

WHEREAS, Caldwell County has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated the said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management.

WHEREAS, it is the intent of the Board of Commissioners of Caldwell County to fulfill this obligation in order that the County will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the County;

NOW, THEREFORE, be it resolved that the Board of Commissioners of Caldwell County hereby:

1. Adopts the Unifour Regional Hazard Mitigation Plan.

2. Vests Caldwell County Emergency Management with the responsibility, authority, and the means to:

   (a) Inform all concerned parties of this action.

(b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map and identify floodplain areas, and cooperate with neighboring communities with respect to management of adjoining floodplain areas in order to prevent exacerbation of existing hazard impacts.

3. Appoints Caldwell County Emergency Management to assure that the Hazard Mitigation Plan is reviewed annually and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the Caldwell County Board of Commissioners for consideration.

4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Adopted this the 14th day of April, 2025.

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

Attest:

_____
Abby Rich, NCCCC
County Clerk

Certified by: _____ (SEAL)

Date: _____

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 14, 2025	Administration	

AGENDA ITEM # 17

Approval of Audit Contract with Martin Starnes

BACKGROUND

The audit contract with Martin Starnes is up for renewal.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Caldwell County - 2025 Single Audit Engagement Letter
2. Caldwell County - 2025 Audit Contract

MARTIN ♦ STARNES
& ASSOCIATES, CPAs, P.A.
"A Professional Association of Certified Public Accountants and Management Consultants"

February 19, 2025

Tony Helton, Chief Finance Officer
Caldwell County
905 West Avenue NW
Lenoir, NC 28645

Martin Starnes & Associates, CPAs, P.A. ("we") are pleased to provide Caldwell County (the "County," "you" or "your") with the professional services described below. Please read this letter, and any other attachments incorporated herein (collectively, "Agreement"). This Agreement details the nature and limitations of the services we will provide, the terms of our engagement and each party's responsibilities.

Engagement Objective and Scope

We will audit the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Caldwell County, NC, as of June 30, 2025, and for the year then ended, and the related notes to the financial statements, which collectively comprise Caldwell County's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal and state award programs for the period ended June 30, 2025. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal and state award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Law Enforcement Officers' Special Separation Allowance schedules
- Other Post-Employment Benefits' schedules
- Local Governmental Employees' Retirement System's schedules
- Register of Deeds' Supplemental Pension Fund schedules

Supplementary information other than RSI will accompany Caldwell County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements
- Budgetary schedules
- Other schedules
- Schedule of Expenditures of Federal and State Awards

We will read the introductory section and statistical section accompanying the financial statements and consider whether a material inconsistency exists between the other information and the basic financial statements. In addition, we will remain alert for indications that a material inconsistency exists between the other information and knowledge obtained in the audit, or if such information contains a material misstatement of fact or is otherwise misleading. If based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Schedule of Expenditures of Federal and State Awards

We will subject the Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the Schedule of Expenditures of Federal and State Awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, Schedule of Expenditures of Federal and State Awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act. As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- May include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected customers, creditors, financial institutions, and other third parties as part of our audit procedures. We also may request written representations from your attorneys on litigation, claims, and assessments as part of the engagement, and they may bill you for responding to our inquiries. At the conclusion of our audit, we also will require certain written representations from management made during the audit about the financial statements and related matters.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Caldwell County's ability to continue as a going concern for a reasonable period of time.

We may advise management about appropriate accounting principles and their application, and we may assist in the assembly of your financial statements. However, management has the final responsibility for the selection and application of accounting policies and the fair presentation of financial statements that reflect the nature and operation of Caldwell County.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Reporting

We will issue a written report upon completion of our audit of Caldwell County's basic financial statements. Our report will be addressed to the governing body of Caldwell County. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We will provide copies of our reports to the County. However, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We also are responsible for communicating with the County's management or those charged with governance our audit responsibility under GAAS, an overview of the planned scope and timing of the audit including significant risks identified by us, significant issues or findings from the audit, including our views about the qualitative aspects of Caldwell County's significant accounting practices, significant unusual transactions, significant difficulties encountered during the audit, disagreements with management, difficult or contentious matters for which we consulted outside the engagement team and that are, in our professional judgement, relevant to those charged with governance, uncorrected and corrected misstatements, and other findings or issues arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

Audit of Major Program Compliance

Our audit of Caldwell County's major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended, the Uniform Guidance, and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the State Single Audit Implementation Act and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal and state award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and the State Single Audit Implementation Act will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal or state programs as a whole.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal and state programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Also, as required by the Uniform Guidance and the State Single Audit Implementation Act, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For the prevention and detection of fraud, including the design and implementation of programs and controls to prevent and detect fraud;
4. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and State programs under which they were received;
5. For maintaining records that adequately identify the source and application of funds for federal and state funded activities;
6. For preparing the Schedule of Expenditures of Federal and State Awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and State Single Audit Implementation Act;
7. For designing, implementing, and maintaining effective internal control over federal and state awards that provides reasonable assurance that the entity is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
8. For identifying and ensuring that the entity complies with federal and state laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal and state award programs, and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations and the terms and conditions of federal and state award programs;
9. For disclosing accurately, currently and completely the financial results of each federal and state award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
    a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal and state award programs, such as records, documentation, and other matters;
    b. Additional information that we may request from management for the purpose of the audit;

c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report (if applicable); and
e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report (if applicable).

17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year or period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant roles in the system of internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information, records and documentation;
23. For informing us of any events encountered subsequent to the period under audit that may require adjustment to or note disclosure in the financial statements; and
24. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

With regard to the Schedule of Expenditures of Federal and State Awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the Schedule of Expenditures of Federal and State Awards in accordance with the Uniform Guidance and the State Single Audit Implementation Act, (b) to provide us with the appropriate written representations regarding the Schedule of Expenditures of Federal and State Awards, (c) to include our report on the Schedule of Expenditures of Federal and State Awards in any document that contains the Schedule of Expenditures of Federal and State Awards and that indicates that we have reported on such schedule, and (d) to present the Schedule of Expenditures of Federal and State Awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited basic financial statements readily available to the intended users of the Schedule of Expenditures of Federal and State Awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

Limitations of the Audit Report

Should the County wish to include or incorporate by reference these financial statements and our report thereon into any other document at some future date, we will consider granting permission to include our report into another such document at the time of the request. However, we may be required by generally accepted auditing standards (GAAS) to perform certain procedures before we can give our permission to include our report in another document such as an annual report, private placement, regulator filing, official statement, offering of debt securities, etc. You agree that the County will not include or incorporate by reference these financial statements and our report thereon, or our report into any other document without our prior written permission. In addition, to avoid unnecessary delay or misunderstandings, it is important to provide us with timely notice of your intention to issue any such document.

Nonattest Services

We will perform the following nonattest services:

- Draft of financial statements and footnotes
- GASB 34 conversion entries
- Preparation of auditor portions of Data Collection Form
- Preparation of AFIR
- Preparation of LGC's data input worksheet
- Clerical services

We will not assume management responsibilities on behalf of Caldwell County. However, we will provide advice and recommendations to assist management of Caldwell County in performing its responsibilities.

Caldwell County's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

You may request that we perform additional services not contemplated in this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services. Engagements for additional services may necessitate that we amend the Agreement or issue a separate agreement to reflect the obligations of all parties. In the absence of any other written communications from us documenting additional services, our services will be limited to and governed by the terms of this Agreement.

Electronic Transmittals

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

During the course of the engagement, a portal will be in place for information to be shared, but not stored. Our policy is to terminate access to this portal after one year. The County is responsible for data backup for business continuity and disaster recovery, and our workpaper documentation is not to be used for these purposes.

If you decide to transmit your confidential information to us in a manner other than a secure portal, you accept responsibility for any and all unauthorized access to your confidential information. If you request that we transmit confidential information to you in a manner other than a secure portal, you agree that we are not responsible for any liability, including but not limited to, (a) any loss or damage of any nature, whether direct or indirect, that may arise as a result of our sending confidential information in a manner other than a secure portal, and (b) any loss arising as a result of any virus being passed on or with, or arising from any alteration of, any email message.

Timing of Engagement

We expect to begin our services at a time mutually determined by you and Martin Starnes & Associates, CPAs, P.A. and after receipt of this executed Agreement and all documents requested by our office. The timing of our work is dependent upon the timely receipt of the information we request from you, including timely responses to any questions we may ask.

Our services under this Agreement will conclude at the earlier of:

- issuance of the deliverable outlined in this Agreement;
- written notification by either party that the Agreement is terminated

Provisions of Engagement Administration and Fees

Paula Hodges is the engagement partner for the audit services specified in this letter. The engagement partner's responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or

regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Our fees for these services are as follows:

Audit Fee (includes up to 2 major programs)	$	88,450
Financial Statement Drafting		11,100
	$	99,550
Additional Fees:		
Charge per major program in excess of 2	$	4,250

Please note that the fees above include up to 2 major programs, as indicated. The "total amount not to exceed" listed on the audit contract includes up to 7 major programs. If the total number of major programs exceeds 7 and the "total amount not to exceed" needs to be increased, we will prepare an amended contract to include the fees necessary based on the per program amount listed as additional fees above.

Our invoices for these fees will be rendered in four installments as work progresses and are payable upon presentation. The County agrees to pay all cost of collection (including reasonable attorney fees) that the Firm may incur in connection with the collection of unpaid invoices. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. In the event that work is discontinued, either temporarily or permanently, as a result of delinquent or non-payment, we shall not be liable for any loss you may incur as a result of the work stoppage, including penalties and interest. In such cases, you assume all risk associated with your failure to meet any governmental or other deadlines.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use Caldwell County's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

Changing Laws and Regulations

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

The estimated fees are based on auditing and accounting standards effective as of the date of this engagement letter and known to apply to the County at this time. Unless otherwise indicated, estimated fees

do not include any time related to the application of new auditing or accounting standards that impact the County for the first time.

Incorrect Accounting Methods or Errors in Client Records

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements. If, for any reason, the County is unable to provide such schedules, information, and assistance, the Firm and the County will mutually revise the fee to reflect additional services, if any, required of us to achieve these objectives.

Failure to Prepare for the Engagement

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

Starting and Stopping Our Work

If we must withdraw our staff or accommodate the County's requested scheduling change because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from $85-$410 per hour.

Non-Solicitation of Employees and Independent Contractors

During the term of this engagement and for a period of eighteen (18) months after the end of this engagement, for whatever reason, you agree that you shall not, directly or indirectly: (i) solicit or attempt to solicit for employment or for engagement as an independent contractor, any of our employees or independent contractors; or (ii) solicit, encourage, or induce, or attempt to solicit, encourage, or induce, any of our employees or independent contractors to leave the employment of Martin Starnes & Associates, CPAs, P.A. or terminate their relationship with Martin Starnes & Associates, CPAs, P.A. For the avoidance of doubt, general advertisements for employment shall not be deemed a violation of this paragraph.

You agree that we invest a large amount of capital and resources to ensure that our employees and independent contractors deliver the highest level of service in our industry. You also agree that the cost of recruiting and hiring qualified individuals to replace our employees or independent contractors would be a lengthy and expensive process. You therefore agree that your violation of the non-solicitation provision above will result in economic damages that are difficult to ascertain and that, in the event of a breach of the non-solicitation provision above, you will pay to Martin Starnes & Associates, CPAs, P.A. a fee equal to One Hundred Percent (100%) of the employee's or independent contractor's annual rate of compensation at the time their relationship with us ends.

You further agree that your breach or threatened breach of the non-solicitation provision above would result in irreparable loss and injury to us. You agree that, in addition to all other remedies provided at law or equity, we shall be entitled to a temporary restraining order and preliminary and permanent injunctive relief in the event of a breach or threatened breach of the non-solicitation provision above, and you hereby waive any requirement that we post any bond in connection with obtaining such restraining order and/or injunctive relief. We shall be entitled to a restraining order and/or injunctive relief without regard to whether we can demonstrate that we have suffered actual damages or economic loss as a result of the breach or threatened breach of the non-solicitation provision.

Termination and Withdrawal

Either party may terminate this Agreement at any time and for any reason. If this Agreement is terminated before services are completed, you agree to pay all fees and expenses we incur through the effective date of termination.

Proprietary Information

You acknowledge that proprietary information, documents, materials, management techniques and other intellectual property are a material source of the services we perform and were developed prior to our association with you. Any new forms, software, documents or intellectual property we develop during this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements and other documents which we make available to you are confidential and proprietary to us. Neither you, nor any of your agents, will copy, electronically store, reproduce or make available to anyone other than your personnel, any such documents. This provision will apply to all materials whether in digital, “hard copy” format or other medium.

Conflicts of Interest

If we, in our sole discretion, believe a conflict of interest has arisen affecting our ability to deliver services to you in accordance with either the ethical standards of our firm or the ethical standards of our profession, we may be required to terminate our services without issuing our work product.

Third-Party Service Providers or Subcontractors

We may use third-party service providers, subcontractors, commercially available artificial intelligence, or software tools, some of which may utilize or offer artificial intelligence capabilities (collectively, “external party” or “external parties”), to assist us where necessary to help provide professional services to you or support the needs of our firm. You consent to our use of external parties. Our firm remains responsible for exercising reasonable care in providing our services, and our services and work product will be subjected to our firm's customary quality control procedures.

We may provide your confidential information to external parties in support of our services. You consent to the disclosure of your confidential information to those external parties. We take reasonably prudent business care consistent with our professional standards to prevent the unauthorized release of your confidential information.

In certain circumstances, we may require a separate, written consent from you before your information is transmitted to an external party or parties.

Records Management

We will return any original records and documents you provide to us. Our copies of your records and documents are solely for our documentation purposes and are not a substitute for your own record-keeping obligations under any applicable laws or regulations. You are responsible for maintaining complete and accurate books and records, which may include financial statements, schedules, tax returns and other deliverables provided to you by us. If we provide deliverables or other records to you via an information portal, you must download this information within 60 days. Professional standards may preclude us from being the sole repository of your original data, records, or information.

Workpapers and other items created by us to support the delivery of our services are our property and will remain in our control. We will consider requests for copies of workpapers and other items created by us in accordance with the AICPA Code of Professional Conduct. Our workpapers will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report. Catastrophic events or physical deterioration may result in damage to or destruction of our firm's records, causing the records to be unavailable before the expiration of the retention period, as stated in our record retention policy.

Summons or Subpoenas

All information you provide to us in connection with this engagement will be maintained by us on a confidential basis.

If we receive a summons or subpoena which our legal counsel determines requires us to produce documents from this engagement or testify about this engagement, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such summons or subpoena as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit discovery. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests.

Confidentiality

In providing services to you, we may require information that is considered confidential and may include Personally Identifiable Information (PII), i.e. information that can be used to distinguish or trace an individual's identity such as address, bank account and social security information. We will maintain all client information, including PII, on a confidential basis and have a duty to do so based on the standards promulgated by the American Institute of Certified Public Accountants as well as applicable laws and regulations. You assume the risk of loss if you provide us with information, including PII, which differs from the information we request in order to provide services to you in accordance with the Agreement.

Referrals

In the course of providing services to you, you may request referrals to products or professionals such as attorneys, brokers, or investment advisors. As a courtesy, we may identify professional(s) or product(s) for your consideration. However, you are responsible for evaluating, selecting, and retaining any professional

or product and determining if the professional or product meets your needs. You agree that we will not oversee the activities of and have no responsibility for the work product of any professional or suitability of any product we refer to you or that you separately retain.

Limitations on Oral and Email Communications

We may discuss with you our views regarding the treatment of certain items or decisions you may encounter. We may also provide you with information in an email. Any advice or information delivered orally or in an email (rather than through a memorandum delivered as an email attachment) will be based upon limited research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts may affect our analysis and conclusions.

Due to these limitations and the related risks, it may not be appropriate to proceed with a decision solely on the basis of any oral or email communication from us. You accept all responsibility for any liability, including but not limited to additional tax, penalties or interest resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on an oral or email communication. The limitation in this paragraph will not apply to an item of written advice that is a deliverable of a separate engagement. If you wish to engage us to provide formal advice on a matter on which we have communicated orally or by email, we will confirm this service in a separate agreement.

Disclaimer of Legal and Investment Advice

Our services under this Agreement do not constitute investment advice unless specifically engaged in the *Engagement Objective and Scope* section of this Agreement. Our services under this Agreement do not constitute legal advice.

Electronic Data Communication and Storage

In the interest of facilitating our services to you, we may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this engagement.

Marketing and Educational Communications

If we send you newsletters, updates, explanations of technical developments or similar communications, it is strictly for marketing or general educational purposes and should not be construed as professional advice on which you may rely. These communications, by themselves, do not create a contractual relationship between us and you, a binding obligation for us to provide services to you, nor a requirement on our part to monitor issues for you.

Independent Contractor

When providing services to your company, we will function as an independent contractor and in no event will we or any of our employees be an officer of you, nor will our relationship be that of joint venturers,

partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to you.

Our obligations under this Agreement are solely obligations of Martin Starnes & Associates, CPAs, P.A., and no Martin Starnes & Associates, CPAs, P.A. stakeholder shall be subjected to any personal liability whatsoever to you or any person or entity.

Severability

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

Survivability

The following sections of this Agreement shall survive termination of the Agreement: Limitation of Liability and Statute of Limitations.

Assignment, No Third-Party Beneficiaries

All parties acknowledge and agree that the obligations and responsibilities of this Agreement cannot be assigned to any third party except as agreed to in writing. This Agreement has been entered into solely between you and Martin Starnes & Associates, CPAs, P.A., and no third-party beneficiaries are created hereby.

Force Majeure

Neither party shall be held liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, epidemics or pandemics as defined by The Centers for Disease Control and Prevention, or any law, order or requirement of any governmental agency or authority. However, no Force Majeure event shall excuse you of any obligation to pay any outstanding invoice or fee or from any indemnification obligation under this Agreement.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature intended to replicate a written signature, shall be presumed valid, and we may reasonably rely upon it. For purposes hereof, “electronic signature” includes, but is not limited to, a scanned copy of a manual signature, an electronic copy of a manual signature affixed to a document, a signature incorporated into a document utilizing touchscreen capabilities, or a digital signature. Documents may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

Entire Agreement

This Agreement, including the LGC-205 Contract to Audit Accounts, represents the entire agreement of the parties and supersedes all previous oral, written or other understandings and agreements between the parties. Any modification to the terms of this Agreement must be made in writing and signed by both parties.

Statute of Limitations

You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one(1) year from the date of delivery of the work product to

You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether Martin Starnes & Associates, CPAs, P.A. performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of Martin Starnes & Associates, CPAs, P.A. in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.

Limitation of Liability

You agree that Martin Starnes & Associates, CPAs, P.A.'s liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. In no event shall Martin Starnes & Associates, CPAs, P.A. be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise. The foregoing limitations shall not apply to the extent it is finally, judicially determined that the liability resulted from gross negligence or fraud of Martin Starnes & Associates, CPAs, P.A. or if enforcement of this provision is disallowed by applicable law or professional standards.

Mediation

If a timely dispute arises out of or relates to this Agreement, including the scope of services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under the *AAA Accounting and Related Services Arbitration Rules and Mediation Procedures* before resorting to arbitration, litigation, or any other dispute resolution procedure. The mediator will be selected by mutual agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. The mediation will be conducted in North Carolina.

The mediation will be treated as a settlement discussion and, therefore, all discussions during the mediation will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs of legal representation shall be borne by the hiring party.

This provision shall not apply to any dispute of fees owed, billed or due.

Arbitration Procedures

If a dispute has not been resolved within 90 days after the effective date of the written notice beginning the mediation process (or such longer period, if the parties so agree in writing), the mediation shall terminate and the dispute shall be settled by binding arbitration to be held at a mutually agreeable location. The arbitration shall be conducted in accordance with the CPR Rules for Non-Administered Arbitration that are in effect at the time of the commencement of the arbitration, except to the extent modified by this Dispute Resolution Provision (the rules). The arbitration shall be conducted before a panel of three arbitators. Each of the County and firm shall designate one arbitrator in accordance with the "screened" appointment procedure provided in the Rules, and the two party-designated arbitrators shall jointly select the third in accordance with the Rules. No arbitrator may serve on the panel unless he or she has agreed in writing to enforce the terms of the engagement letter and to abide by the terms of the Rules. Except with respect to the interpretation and enforcement of these arbitration procedures (which shall be governed by the Federal

Arbitration Act), the arbitrators shall apply the laws of the state of North Carolina (without giving effect to its choice of law principles) in connection with the dispute. The arbitrators may render a summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition. Any discovery shall be conducted in accordance with the Rules. The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.

Costs

Each party shall bear its own costs in both the mediation and the arbitration; however, the parties shall share the fees and expenses of both the mediators and the arbitrators equally.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal and state award programs, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P.A.
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Caldwell County by:

Signature: _____

Title: _____

Date: _____

The Governing Board: Board of Commissioners

of Primary Government Unit: Caldwell County, NC

and Discretely Presented Component Unit (DPCU) (if applicable): N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and Auditor Name: Martin Starnes & Associates, CPAs, P.A.

Auditor Address: 730 13th Avenue Drive SE, Hickory, NC 28602

Hereinafter referred to as Auditor

for

Fiscal Year Ending	Date Audit Will Be Submitted to LGC
06/30/25	12/31/25

Must be within six months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the! Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall besubjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall!be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate!DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic!financial statements shall include budgetary comparison information in a budgetary comparison statement,!rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. If the Governmental Unit expended $100,000 or more in combined Federal and State financial assistance during the reporting period, the Auditor shall perform the audit in accordance with *Government Auditing Standards* (GAGAS). The Governmental Unit is subject to federal single audit requirements in accordance with Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Subpart F (*Uniform Guidance*) and the State Single Audit Implementation Act. Currently the threshold is $750,000 for a federal single audit and $500,000 for a State Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501) the Auditor and Governmental Unit(s) should discuss, in advance of the execution of this contract, the responsibility for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512) to ensure proper submission.

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within six months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit- related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. the invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit’s (Units’) audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management’s Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor’s opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/ or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Preparing financial statements in their entirety shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later. T**he auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;

b) the status of the prior year audit findings;

c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and

d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards,2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☑ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	***Title and Unit / Company:***	***Email Address:***
Tony Helton	Chief Finance Officer, Caldwell County	thelton@caldwellcountync.org

OR Not Applicable ☐ *(Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)*

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	Caldwell County, NC
Audit Fee (financial and compliance if applicable)	$ 88,450 (includes single audit for up to 2 programs)
Fee per Major Program (if not included above)	$ 4,250 per major program in excess of 2
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	$ 11,100
All Other Non-Attest Services	$
TOTAL AMOUNT NOT TO EXCEED	$ 120,800 (includes 7 major programs)

Discretely Presented Component Unit	N/A
Audit Fee (financial and compliance if applicable)	$
Fee per Major Program (if not included above)	$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	$
All Other Non-Attest Services	$
TOTAL AMOUNT NOT TO EXCEED	$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative (typed or printed)* Amber Y. McGhinnis	Signature* Amber Y. McGhinnis
Date* 02/19/25	Email Address* amcghinnis@msa.cpa

GOVERNMENTAL UNIT

Governmental Unit* Caldwell County, NC	
Date Governing Board Approved Audit Contract* **(Enter date in box to right)**	
Mayor/Chairperson (typed or printed)* Randy Church, Chairman	Signature*
Date	Email Address* rchurch@caldwellcountync.org

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by This Transaction:	$ 120,800 (includes 7 major programs)
Primary Governmental Unit Finance Officer* (typed or printed) Tony Helton, Chief Finance Officer	Signature*
Date of Pre-Audit Certificate*	Email Address* thelton@caldwellcountync.org

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU* N/A	
Date DPCU Governing Board Approved Audit Contract* **(Enter date in box to right)**	
DPCU Chairperson (typed or printed)* N/A	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by this Transaction:	$
DPCU Finance Officer (typed or printed)* N/A	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all
required signatures prior to submission.

PRINT

DEANDORTON

Report on the Firm's System of Quality Control

To the Shareholders of Martin Starnes & Associates, CPAs, P.A. and the
Peer Review Committee, Coastal Peer Review, Inc.

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of pass.

Dean Dorton Allen Ford, PLLC

Dean Dorton Allen Ford, PLLC

May 10, 2024

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 14, 2025	Administration	

AGENDA ITEM # 18

Supporting Wilson Creek Designation of Delayed Harvest Area as Public Fishing Area

BACKGROUND

This resolution supports the delayed harvest portion of Wilson Creek being designated as a Public Fishing Area.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Wilson Creek PFA- Delayed Harvest Resolution

RESOLUTION

07-2025

Supporting the Designation of the Delayed Harvest Portion of

Wilson Creek as a Public Fishing Area

WHEREAS, Wilson Creek, a Wild and Scenic River is a popular outdoor recreational area in Caldwell County, North Carolina; and

WHEREAS, thousands of Caldwell County residents and tourists visit Wilson Creek each year to enjoy fishing, swimming, hiking, mountain biking, and other recreational activities often leading to overpopulation of the river; and

WHEREAS, on September 27, 2024, Wilson Creek was devastated by Hurricane Helene when large amounts of rainwater caused devastating flooding which washed away homes, displaced large boulders, eroded streambanks, destroyed travel trailers, and caused large trees to fall into the river at various spots; and

WHEREAS, due to the lasting impacts of Hurricane Helene, the United States Forest Service made the decision to close its 3.3 mile stretch of Wilson Creek to the public to mitigate possible hazards to the public and reconstruct this area for improved parking and recreational activities such as swimming; and

WHEREAS, it is expected that in the upcoming warm season Wilson Creek visitors will move upstream to the portion of Wilson Creek that is not regulated by the United States Forest Service and this migration will cause swimmers, kayakers, fishermen, and those picnicking to be clustered together in a small fraction of the river; and

WHEREAS, to eliminate the potential for overcrowding in the upper portion of Wilson Creek, the Caldwell County Commissioners see the benefit in designating the delayed harvest portion of Wilson Creek as a Public Fishing Area; and

WHEREAS, by designating the delayed harvest area as a Public Fishing Area, each recreational activity would have a designated space along the river and allow for individuals to enjoy recreational activities without impacting one another.

NOW, THEREFORE, BE IT RESOLVED that the Caldwell County Board of Commissioners supports the designation of the delayed harvest area of Wilson Creek to be a Public Fishing Area to promote the enjoyment and safety of individuals visiting the river.

Adopted this the 14 day of April 2025.

_____

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

ATTEST:

_____

Abby Rich, NCCCC
County Clerk

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 14, 2025	Emergency Services	

AGENDA ITEM # 19

Ratify End Date for Burn Ban

BACKGROUND

The recent burn ban was listed on April 2nd at 0800 hours.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 14, 2025	Veteran's Services	

AGENDA ITEM # 20

Veteran's Services- Approval to Submit Grant Application

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. NC DMVA Grant Opportunity

North Carolina
DEPARTMENT OF MILITARY
AND VETERANS AFFAIRS

INVITATION TO APPLY

NC DMVA Grant Program for County Veterans Offices

North Carolina County Veterans Offices (CVOs) are invited to apply for funding to provide services to veterans. The NC Department of Military and Veterans Affairs (NC DMVA) Grant Program for County Veterans Offices (GPCVO) awards are made possible by nonrecurring funding by the North Carolina General Assembly under the provisions of Session Law 2023-134.

General Information

- The legislatively-set maximum amount is $20,000 per grant.
- The eligibility requirements for CVOs are legislatively directed.
- Applications from eligible counties must be complete and responsive, as determined by DMVA, prior to award. Responsiveness includes clarity in the scope of work and in the descriptions of proposed expenditures.
- Grant applications are to be received by **11:59 p.m. on March 24, 2025**, via the email address: **SVC_DMVA_FSD.grants@milvets.nc.gov**.

Funds requested must be for allowable costs which provide services to veterans. Grant recipients are required to report to NC DMVA: **(1)** the unduplicated number of veterans served by the grant recipient; **(2)** the number of times each individual veteran was served by the grant recipient; and **(3)** the services that were provided to veterans using the GPCVO grant funds awarded to the grant recipient.

The following general lists regarding expenditures are not exhaustive; also see, 2 CFR Part 200. Any questions regarding which expenditures are eligible should be discussed with the DMVA Grants Section prior to expending grant funds. Under the provisions of Session Law 2023-134, funds must be used "*to provide services to veterans*."

Examples of Eligible Expenditures:

- Training and Education
- Conferences
- Compensation for Personnel Service
- Advertising and Public Relations
- Office Supplies

Examples of Ineligible Expenditures:

- Entertainment Costs
- Alcoholic Beverages
- Good or Services for Personal Use
- Housing and Personal Living Expenses

As a condition of GPCVO, DMVA is legislatively required to report, per county, to the Joint Legislative Oversight Committee on General Government, the House Appropriations Committee on General Government, the Senate Appropriations Committee on General Government and Information Technology, and the Fiscal Research Division, the following regarding each grant recipient:

1. The unduplicated number of veterans served by the grant recipient, **and**
2. The number of times each individual veteran was served by the grant recipient, **and**
3. The services that were provided to veterans using the GPCVO grant funds awarded to the grant recipient.

Eligibility and Legislative Directives

- The CVO must be located in a county in which there are *eight or less certified veteran service officers* (VSOs). The VSO may be an employee of or volunteer with the federal government, State of North Carolina, county, or an entity in the county, including a nonprofit organization. DMVA shall verify the presence of eight or less certified VSOs in the county through the United States Department of Veterans Affairs prior to awarding a grant.
- A grant may be up to twenty thousand dollars ($20,000).

Determination of Grant Amount

If the funds are insufficient to fund the maximum amount allowable for each grant, the grant to each approved CVO is a pro rata share of the funds per fiscal year appropriated, up to the amount requested by the CVO. If the funds exceed the total amount of approved applications per grant cycle, each approved CVO will receive the maximum amount for a grant ($20,000), unless the CVO requests a lesser amount. Note: An approved CVO is verified eligible and under a grant contract.

How to Apply

Email the completed one-page application to:
SVC_DMVA_FSD.grants@milvets.nc.gov by 11:59 p.m., on March 24, 2025.

Post Award

The applicant must enter into a grant contract with DMVA for DMVA to begin distributing grant funds. The grant contract package requires grant recipients to include a project budget and scope of work regarding how grant funds will be utilized.

Any changes to the scope of the project or project budget after distribution of the grant award will require the written approval of the DMVA Grant Manager. In seeking DMVA approval, the grantee must submit, at a minimum, a justification for any proposed changes, a revised scope of work narrative, and a revised budget. Unapproved changes to the project scope or budget may be unallowable and may result in a recovery of funding.

Grant Close-Out

Upon project completion (i.e., once recipient has expended all grant funds) or:
No later than 11:59 p.m. on August 1, 2025, whichever is sooner, grant recipients shall provide to DMVA via SVC_DMVA_FSD.grants@milvets.nc.gov with the following information:

(1) The unduplicated number of veterans served by the CVO.
(2) The number of times each individual veteran was served by the CVO.
(3) The services that were provided to veterans using the grant funds awarded to the CVO.

North Carolina
DEPARTMENT OF MILITARY
AND VETERANS AFFAIRS

APPLICATION

GRANT PROGRAM FOR COUNTY VETERANS OFFICES

Organization Information

County Name: _____

County Address: _____

Name of Authorized Person to Execute Grant Contract: _____

Contact Phone: _____

Contact Email: _____

Grant Request

On behalf of _____ County, I hereby request a grant in the amount of $_____ (up to $20,000) from the County Veterans Offices Grant Program **to provide services to veterans.**

Please provide a **budget with detailed descriptions** of proposed grant expenditures and a **scope of work** regarding how grant funds will be utilized (if additional space needed, please attach a separate sheet):

It is understood that the NC Department of Military and Veterans Affairs (NC DMVA) will determine the eligibility of a County Veterans Office (CVO) based on the legislative requirement(s), determine whether the proposed intended use of grant funding complies with providing services to veterans, and determine the amount of the award to a CVO. For a CVO to be eligible for this grant, the legislation dictates the following:

> The CVO must be located in a county in which there are eight or less certified veteran service officers (VSOs). The VSO may be an employee of or volunteer with the federal government, State of North Carolina, county, or an entity in the county, including a nonprofit organization. DMVA shall verify the presence of eight or less certified VSOs in the county through the United States Department of Veterans Affairs prior to awarding a grant.

If the amount requested, or portion thereof, is approved, the grant recipient and DMVA will execute a grant contract prior to funds being distributed.

Please ensure that the above Organization Information is accurate and current. The submitted information will be utilized in fund distribution.

AUTHORIZED SIGNATURE: _____

PRINTED NAME AND TITLE: _____

DATE: _____

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 14, 2025	Administration	

AGENDA ITEM # 21

Approving Wayne Rash as WPRTA Appointee

BACKGROUND

The WPRTA has requested a resolution to document the appointment of Wayne Rash to the WPRTA. Mr. Rash was appointed by the Board at the March 10, 2025, Board of Commissioners meeting.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Resolution Appointing Wayne Rash to WPRTA (1)

RESOLUTION

10 -2025

APPOINTMENT OF WAYNE RASH TO WPRTA

WHEREAS, Caldwell County is a Member Jurisdiction of Western Piedmont Regional Transit Authority and therefore a representative of the County serves as a Member of the Governing Board of the Authority; and

WHEREAS, under Article III of the Rules of Procedure, each Member Jurisdiction shall designate a Primary Board Member and also shall designate an Alternative Board Member serving as a Representative of Caldwell County; and

NOW, THEREFORE, BE IT RESOLVED that Caldwell County hereby appointed the following Member, Wayne Rash, on March 10, 2025, as the Board Member serving as a Representative of Caldwell County.

Board Member Appointment:

Name: Wayne Rash
Email: wrash@caldwellcountync.org

Adopted this the 14 day of April 2025.

_____

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

ATTEST:

_____

Abby Rich, NCCCC
County Clerk

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 14, 2025	Emergency Services	

AGENDA ITEM # 22

Approval to Advertise Emergency Services Positions

BACKGROUND

EMS is requesting permission to fill 4 vacant full time positions (2-12 hr & 2-24 hr) and 8 vacant part time positions.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 14, 2025	Tax	

AGENDA ITEM # 23

Approval to Advertise Tax Position

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 14, 2025	Water	

AGENDA ITEM # 24

Approval to Advertise Water Position

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 14, 2025	Economic Development	

AGENDA ITEM # 25

Cajah's Mtn Interlocal Agreement - Plat Map

BACKGROUND

At the October 14, 2024, Board of Commissioners meeting, the Board entered into an interlocal agreement with the Town of Cajah's Mountain. Upon board approval of the new property plat, the attached plat map will be recorded, and land will be transferred to the town pursuant to N.C.G.S. 160-279 and as agreed upon.

RECOMMENDED MOTION

BUDGET IMPACT

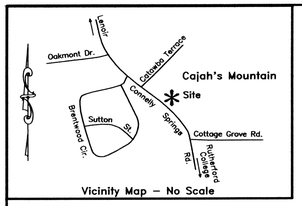
None.

APPROVED FOR BUDGET YEAR

Yes

ATTACHMENTS

1. 04022025 Preliminary Division Layout
2. Revised Interlocal Agreement 2024



Vicinity Map – No Scale

Flood Information

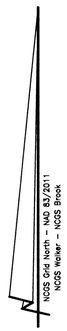
According To FIRM Map Panel # 3710274700J
The Property Shown ~~Is~~ (Is Not) Located
Within A 100 Year Flood Hazard Boundary.
Effective Date: 7/7/2009.

Utility Legend

M.H._____Manhole (Sanitary)
F.H._____Fire Hydrant
V.P._____Vent Pipe
G.V._____Gas Valve
W.M._____Water Meter
H.H._____Hose House
P.P._____Power Pole
L.P._____Lamp Pole
C.B._____Catch Basin
W.V._____Water Valve
T.P._____Telephone Pole
T.B._____Telephone Box
C.O._____Clean Out
S.P._____Service Pole
E.M._____Electrical Meter
G.M._____Gas Meter
M.W._____Monitor Well
R.C.P._____Reinforced Concrete Pipe
C.M.P._____Corrugated Metal Pipe
F.O.C._____Fiber Optic Cable
C.P.P._____Corrugated Plastic Pipe

Line Table

Property Line:	———
Deed/Adjoiner Line:	— — — — —
Flood Line:	———
Power Line (Aerial):	——— P——— P———
Power Line (Underground):	——— P——— P———
Telephone (Underground):	——— T——— T———
Natural Gas Line:	——— G——— G———
Water Line:	——— W——— W———
Sewer Line:	——— S——— S———
Right Of Way Line:	———
Centerline:	———
Fiber Optic Line:	——— F——— F———
Fence (Type As Noted):	——— X——— X———



Certificate Of Ownership And Dedication

I (We) hereby certify that I am (we are) the owner (s) of the property shown and described hereon and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish minimum building lines, and dedicate all roads, alleys, walks, parks, and other sites to public or private use as noted. Further, I (we) certify the land as shown hereon is within the platting jurisdiction of Caldwell County.

Date

Owner Or Authorized Agent

Owner Or Authorized Agent

REVIEW OFFICER'S CERTIFICATE

STATE OF NORTH CAROLINA
COUNTY OF Caldwell

I, _____, REVIEW OFFICER OF Caldwell COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER

DATE _____

CERTIFICATE OF FINAL APPROVAL OF A MINOR SUBDIVISION

We, the undersigned hereby certify that the subdivision entitled Caldwell County fully meets the minimum requirements of the Caldwell County Subdivision Regulations, however before any lot can be built upon, an improvement permit must be obtained from the Caldwell County Health Department to allow a septic tank disposal system to be located thereon and to approve the placement of any well thereon. The approval of the Caldwell County Planning Department nor the recordation of this map in any way guarantees that any lot shown hereon can or will be permitted for a septic tank or for placement of a well.

Caldwell County Planning Department

Date

Flood Information

According To FIRM Map Panel # 3710274700J
The Property Shown ~~Is~~ (Is Not) Located
Within A 100 Year Flood Hazard Boundary.
Effective Date: 7/7/2009.

POB is located:
S 44°40'31"E 4,191.56' from NCGS "Walker".
NCGS Grid Co-ords: (NAD 83/2011 – Feet)
POB:
N= 771,371.72 E= 1,247,215.47
NCGS Walker:
N= 774,352.34 E= 1,244,268.43
NCGS Brook:
N= 774,486.24 E= 1,242,921.58
Combined factor = 0.99987137 & is applied to grid tie only.

PRELIMINARY DIVISION LAYOUT

Wadene H. Roberts
Deed Book 1008 Page 498
(By Will)

Marc S. Roberts
Deed Book 2005 Page 1571
Plat Book 36 Page 212
Lot #1
WCS Job #9928

Wadene H. Roberts
Deed Book 1008 Page 498
(By Will)

Charles N Day
Deed Book 1261 Page 1205

Carol A. Gragg Whisnant
Deed Book 1554 Page 1821

James Ray
Deed Book 2108 Page 176

Howard E. Lowman
Deed Book 1123 Page 1008

Terry G. Lee, III
Deed Book 2067 Page 1557

Coy L. Lewis
Deed Book 724 Page 493

Marsha N. Kirby
Deed Book 1312 Page 971

Brian K. Crump
Deed Book 1912 Page 1381

James F. Prestwood, et al
Deed Book 1902 Page 1658

Lot #2
12.506 Acres
Part Of
Deed Book 2086 Page 818

Lot#1
2.144 Acres Gross
Part Of
Deed Book 2086 Page 818

POB
1/2"EIR

1/2"EIR
S 59°18'46"E 56.41'
Axle(F)
S 70°58'36"E 210.87'
137.62'
1/2"EIR
53.25'
1/2"EIR
S 72°19'46"E 202.09'
SSMH
Top= 1239.32
Inv= 1229.62
Creek/Ditch
80.00'
1/2"EIR
S 02°50'37"W 406.14'
3/4"EIP

Possible Encroachments
Barn
Hog Pen
Barn

N 50°36'12"E 665.74'
N 49°34'14"E 59.44'
199.74'
N 49°49'25"E
3/4"EIP
3/4"EIP
1/2"NIR
Wire Fence
5/8"EIR
3/4"EIP
1/2"NIR
S 57°58'41"E 40.96'
88.85'
N 51°27'05"E 202.00'
75.66'
S 51°42'56"W 76.39'
12.1'
3/4"EIP
1/2"EIR
N 49°41'52"E 231.64'
200.00'
20' Utility Easement
S 49°41'52"W 430.65'
S 42°50'23"E 80.53'
PP
S 88°06'E 158.8'
S 82°56'E 144.1'
POB
1/2"EIR
N 42°51'14"W 17.44'
N 41°05'38"W 46.59'
N 40°40'10"W 40.63'
N 38°33'01"W 38.34'
N 37°13'15"W 45.40'
N 36°04'41"W 39.80'
N 35°28'25"W 24.99'
Connelly Springs Road – SR #1001
(No Recorded R/W Was Found – 60' Assumed)
Edge of Pavement
Mail Box
Elec. Box
Elec. Box
Power Pole
Water Line
Gas Line
Cable Line
Cable Line
Cable

NORTH CAROLINA
CALDWELL COUNTY

CALDWELL COUNTY AND TOWN OF CAJAH'S MOUNTAIN INTERLOCAL AGREEMENT FOR DEVELOPMENT OF 1901 CONNELLY SPRINGS RD.

This Agreement for the transfer of real property, made and entered into the 14 day of Oct, 2024 (the "Effective Date"), by and between the County of Caldwell, a body politic and a political subdivision of the State of North Carolina, located at 905 West Ave SW, and PO Box 2200 Lenoir, NC 28645 ("County") and the Town of Cajah's Mountain ("Town"), a municipal corporation of the State of North Carolina, located at 1800 Connelly Springs Road, Lenoir, North Carolina 28645, collectively referred to as "the Parties."

WITNESSETH:

WHEREAS, Caldwell County through its Emergency Services Department currently operates Emergency Medical Services (EMS) throughout Caldwell County; and

WHEREAS, the County desires to locate an Emergency Services base at 1901 Connelly Springs Rd. Lenoir, NC 28645, to better serve the residents in southwestern Caldwell County; and

WHEREAS, The County intends to remodel, and improve the former UNC Health medical office of approximately 10,000 square feet to provide an EMS Base and training center for Emergency Services; and

WHEREAS, on April 10, 2023, Caldwell County held a public hearing, pursuant to N.C.G.S. 158-7.1, in order to purchase the property for economic development purposes, with the goal of creating additional housing behind the Emergency Services base; and

WHEREAS, Caldwell County and the Town of Cajah's Mountain entered into an interlocal agreement for the construction of a new Emergency Services base in the town on April 10, 2023; and

WHEREAS, the County conducted a Request for Qualifications (RFQ) process to find qualified and interested developers to build additional housing behind the Emergency Services base. This RFQ was initially released to the public on February 14, 2024 and submissions were accepted until March 15, 2024; and

WHEREAS, organizations who submitted were vetted by a selection committee comprised of Caldwell County staff and representatives from the Town of Cajah's Mountain and the Western Piedmont Council of Governments; and

WHEREAS, both organizations were given the opportunity to be interviewed and asked questions by the selection committee; and

WHEREAS, after this process, the selection committee chose Moss-Marlow Building Company to partner with on this project and have continued to coordinate and hold meetings to align priorities and determining the process for completing this project; and

NOW, THEREFORE, in consideration of the above and the mutual covenants and conditions hereafter set forth, the Parties agree as follows

1. Scope of Agreement: County shall construct and provide space designed and approved in conjunction with the County's Emergency Services Department to be used as an Emergency Medical Service Base and training center.
2. Alterations, Additions, or Improvements to the EMS base shall be made by the County in consultation with the Town, in accordance with an approved site plan, included as Exhibit A,
3. The County shall provide Rights-of-Way to any housing units located behind the EMS Base, including all necessary utilities
4. Within thirty (30) days after the Effective Date, Town shall pay to County Five Hundred Thousand Dollars ($500,000.00) in one lump sum in consideration of County locating, and agreeing to maintain and operate, the EMS base at this location for the term of this Agreement,
5. Development of the remainder of the parcel should generally be based on the draft site plan, as provided by Moss-Marlow Building Company, as shown in Exhibit B,
6. The Town will contract with Moss-Marlow Building Company to design and construct any necessary utility improvements necessary for a housing development,
7. The Town will contract with Moss-Marlow Building Company to have the remainder of the property surveyed to determine the new property line and the rights of way for utilities and accesses to the new housing development,
8. Within one hundred and eighty (180) days after the Effective Date, County shall transfer ownership of the remainder of the parcel located at 1901 Connelly Springs Rd. Lenoir, NC 28645, as designated in the site plan attached as Exhibit A, to Town, pursuant to N.C.G.S.160A-279, in consideration of Town coordinating with Moss-Marlow Building Company to construct housing on this property, 20% of which is reserved for public service workers.
9. This Agreement is entered into pursuant to G.S. 160A Art. 20, Part 1.
10. This Agreement has been ratified by resolutions of the governing boards of County and Town, respectively.
11. The Previous Agreement ("Caldwell County Interlocal Agreement for Emergency Medical Services Base withing the Town of Cajah's Mountain"), dated April 10, 2023, is made null and void by this Agreement.

ATTEST:

Clerk to the Board of Commissioners

Dated: Oct. 14th, 2024

COUNTY OF CALDWELL

By: _____

Chairman, Board of Commissioners

ATTEST:

Town Administrator

Dated: October 7, 2024

TOWN OF CAJAH'S MOUNTAIN

By: _____

Mayor

[Town of Cajah's Mountain to affix pre-audit certificate if payment to be made within current fiscal year]

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 14, 2025	Emergency Services	

AGENDA ITEM # 26

Firework Application for Town of Sawmills

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Sawmills Baird Park Fireworks Display Letter 2025
2. Sawmills Baird Park Fireworks 2025 Application

Commissioners
Randy T. Church, Chairman
Michael W. LaBrose, Vice Chairman
Jeff Branch
Donnie Potter
Patrick Starnes

Wayne Rash, Interim County Manager

County of Caldwell
PO Box 2200
Lenoir, NC 28645
Phone (828) 757-1300
Fax (828) 757- 1295

www.caldwellcountync.org

To: Mr. Rash

From: Ricky K Brown

Ref: Fireworks Display

Date: April 7th, 2025

Due to some changes in the North Carolina law, fireworks displays are now required to be approved by the County Board of Commissioners. This change came in effect February 1, 2010, and the approval must be granted prior to a permit being issued by the Fire Marshal's Office. I have attached a copy of General Statute 14-413, and copies of one (1) application packet for fireworks display in Caldwell County. The date of the display is May 10th, 2025 and conducted by Skyworks Pyro for the Town of Sawmills Baird Park located at 4077 Baird Dr, Hudson NC 28638. The General Statute requires that the County ensures proof of insurance prior to providing approval. A copy of the insurance certificate is provided in the packet. I have required that the information be submitted by each applicant that is required by the North Carolina Fire Code and this office will conduct the necessary inspections of these sites prior to the display. I would respectfully request that this fireworks display be placed on the next agenda for consideration by the Board. It is my understanding that most Counties are placing these items on the consent agenda once the insurance certificate has been verified. As always, if I can be of any further assistance in this matter, please do not hesitate to contact me.

Cc: File

Ricky K. Brown
Caldwell County Fire Marshal
Phone# 828-757-1277
Email: rbrown@caldwellcountync.org

SKYWORKS
PYRO

Skyworks Pyro
195 Rodgers Ridge Rd
Newland, NC 28657
Ph. 828-260-2619
events@skyworkspyro.com

Today's Date: 04/10/2025

Attention: Caldwell County Fire Marshal's Office

Re: application for fireworks permit

Please find the attached documents listed below in support of our request for a permit for an outdoor fireworks display.

- Application
- Shot list
- Certificate of insurance
- Mapped Site display
- Copy of operator license
- Contingency plan
- Copy of ATF license
- Emergency contact numbers

Date/time of show: Saturday, May 10, 2025; approximately 9:30pm
Sponsor & location: Town of Sawmills: 4077 Baird Dr, Hudson, NC 28638
Ignition system: hand fired
Size of product: 1.3g

Please let me know if further information is needed.

Thank you,
Eric Wright

Eric Wright, President
Skyworks Pyro

Caldwell County Fire Marshal's Office

Phone (828)757-1277 | Ricky K. Brown, Fire Marshal | Fax (828)757-1182
2345 Morganton Blvd.
PO Box 2200
Lenoir NC, 28645

APPLICATION FOR FIREWORKS DISPLAY PERMIT

- Name: TOWN OF SAWMILLS (individual, group or organizational sponsor)
- Address: 4076 US Hwy 321-A SAWMILLS, NC 28630
- Location of Display: 4077 Baird Dr. Hudson, NC 28638 (Street Address)
- Name, Address and Phone number of fireworks display operator: JEC0/Skyworks Pyro Eric Wright 195 Rogers Ridge Rd. Newland, NC 28657 (828)260 2619
- Date and Time of Fireworks Display: 5-10-25 9:00pm
- Proposed Rain/Wind date if event is postponed: N/A
- Provide a copy of approval for the fireworks display from the Caldwell County Commissioners or from the Municipality if authority has been transferred by the Board of Commissioners.
- Provide the qualifications of the operator which demonstrate experience with use of fireworks and knowledge of all safety precautions related to the storage, handling or use of fireworks. Operators **must have a Permit from the Office of State Fire Marshal** and provide a copy of permits of all personnel involved in the display to this office or provide documentation as required for assistants on site.
- Provide Evidence of Financial Responsibility by the sponsor of the event or the operator of the fireworks display. (Insurance Certificate) **Caldwell County is to be included in the Certificate Holder section.**
- Provide a "Procedure Plan for Failures" which establishes procedures to follow and actions to be taken in the event that a shell fails to ignite or other malfunctions.
- Provide a diagram (including distances) of the grounds on which the outdoor fireworks display is to be held showing the point at which the fireworks are to be discharged, the location of all buildings, highways and other lines of communication, the lines behind which the audience is to be restrained, and the location of other possible overhead obstructions.
- Provide information regarding the number and types of fireworks which will be discharged.
- Provide information regarding the manner and place of storage of such fireworks prior to delivery to the outdoor fireworks display site.

By signing this document, the applicant agrees that the operation of this outdoor fireworks display will conform to the terms of NFPA 1123 or NFPA 1126, and the General Statutes of North Carolina.

Eric Wright
(Signature of Applicant)

4-3-2025
(Date)

rbrown@caldwellcountync.org

SKYWORKS
PYRO

Skyworks Pyro
195 Rodgers Ridge Rd
Newland, NC 28657
Ph. 828-260-2619
events@skyworkspyro.com

Shot List

Display Date: 05/02/2025

Show Sponsor:
Town of Sawmills
4076 US Hwy 321-A
Sawmills, NC 28630

Location of Show:
Town of Sawmills
4077 Baird Dr
Hudson, NC 28638

Shots to be fired:

Number of shots	Description
312	2.5" artillery shells
236	3" artillery shells
124	4" artillery shells
24	5" artillery shells

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/30/2025

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

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

PRODUCER
Ryder Rosacker McCue & Huston (MGD by Hull & Company)
509 W Koenig St
Grand Island NE 68801

CONTACT NAME: Kristy Wolfe
PHONE (A/C, No, Ext): 308-382-2330 **FAX (A/C, No):** 308-382-7109
E-MAIL ADDRESS: kwolfe@ryderinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SCOTTSDALE INS CO	41297
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
JECO Pyrotechnics Inc
195 Rogers Ridge Rd
Newland NC 28657

COVERAGES **CERTIFICATE NUMBER:** 466140230 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**			CPS4078576	10/25/2024	10/25/2025	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.
Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.
Regarding the General Liability coverage, Primary and Non-Contributory coverage applies to the entities listed below per attached form CG 20 01 when required by written agreement.
Additional Insured: Town of Sawmills; Caldwell County, NC
Location of show: 4077 Baird Drive, Hudson NC, 28638
dates of display: 05/10/2025 & 10/11/2025

CERTIFICATE HOLDER

Town of Sawmills
4076 US Highway 321-A
Sawmills NC 28630

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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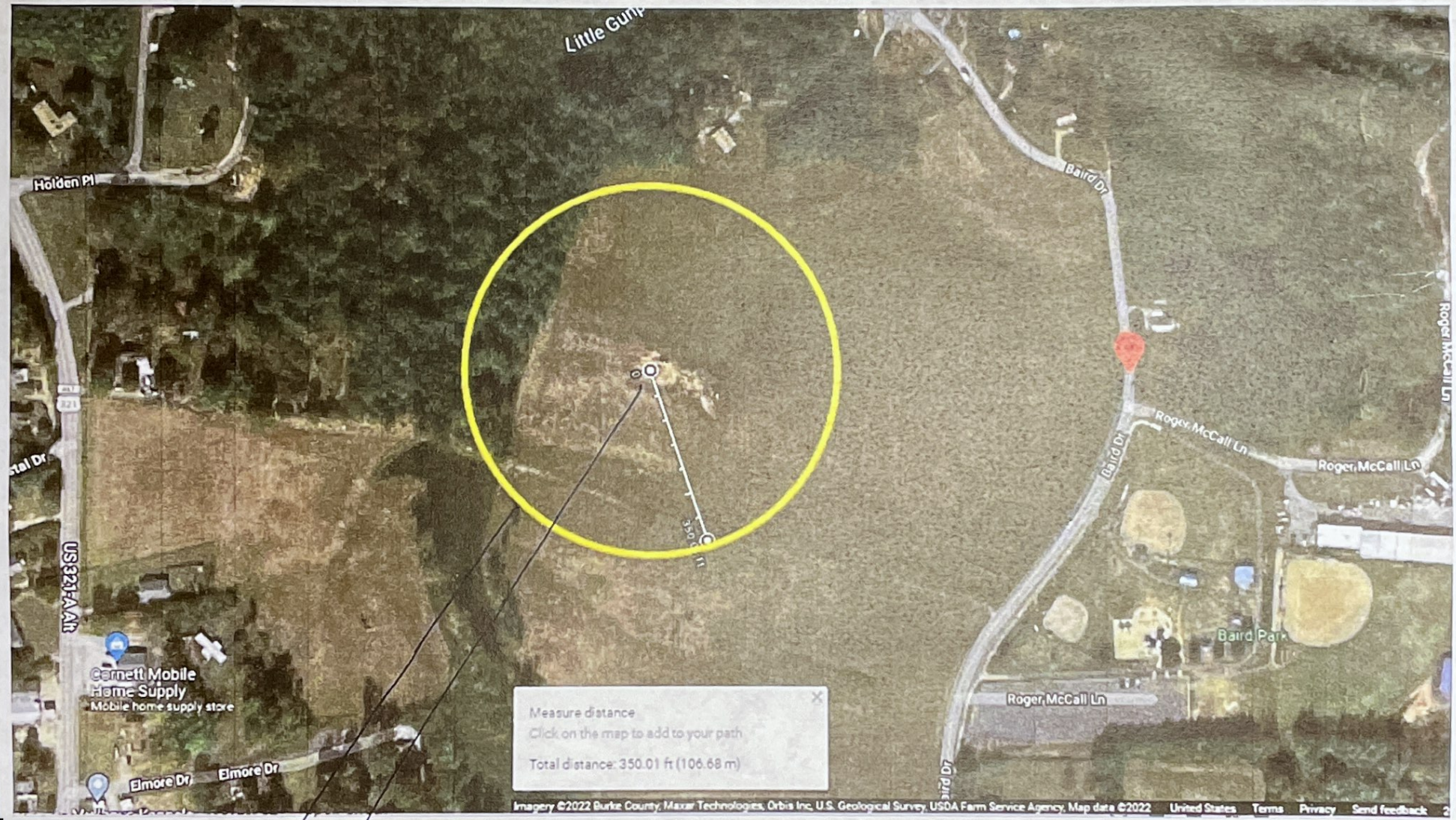
Town of Sawmills 4077 Baird Dr Hudson NC 28638

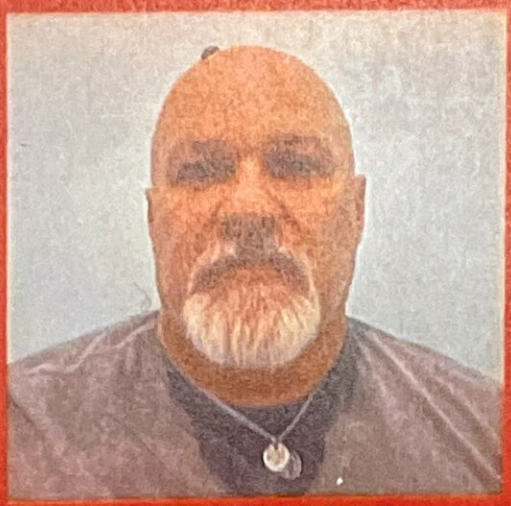


Display Site

Discharge Site

Outdoor Pyrotechnics
Display

OPERATORS
LICENSE



JUN 2026

Eric Wright
License # 3822

SKYWORKS
PYRO

CONTINGENCY PLAN

1.3g & 1.4g Outdoor Pyrotechnic Display

In the instance of a catastrophe or malfunction during the firing of an outdoor fireworks display.

1) Immediately cease firing of all fireworks.
2) Ensure all pyrotechnic materials which have been ignited are doused with water and extinguished.
3) Assemble the full pyrotechnic crew in the previously designated area, and ensure the safety of all pyrotechnicians on site.
4) Ensure the safety of all spectators viewing the show.
5) Immediately contact and remain in continuous contact with the fire department and emergency management on site.
6) Contact the show sponsor to discuss the situation and verify the safety of all involved.
7) Once all of the above issues have been addressed, if safe to do so, continue discharge of the show.
8) If unsafe to continue, remove all live materials from the site and attend to immediate concerns.

Updated 01/04/2024

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53. See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	**1-NC-011-54-6B-01040**
Chief, Federal Explosives Licensing Center (FELC)	Marna Howard	Expiration Date	**February 1, 2026**

Name
DBA: SKYWORKS PYRO

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
195 RODGERS RIDGE RD
NEWLAND, NC 28657-

Type of License or Permit
54-USER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Eric Wright — Licensee/Permittee Responsible Person Signature
President — Position/Title
Eric Wright — Printed Name
1-13-24 — Date

Mailing Address (Changes? Notify the FELC of any changes.)

JECO PYROTECHNICS LLC
DBA: SKYWORKS PYRO
195 RODGERS RIDGE RD
NEWLAND, NC 28657-

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Previous Edition is Obsolete JECO PYROTECHNICS LLC:195 RODGERS RIDGE RD:28657:1-NC-011-54-6B-01040:February 1, 2026:54-USER OF EXPLOSIVES

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

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(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **JECO PYROTECHNICS LLC**

Business Name: **DBA: SKYWORKS PYRO**

License/Permit Number: **1-NC-011-54-6B-01040**

License/Permit Type: **54-USER OF EXPLOSIVES**

Expiration: **February 1, 2026**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

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1. Any change in trade name or control of this business or operations MUST be reported within 30 days of the change to the Chief, Federal Explosives Licensing Center (FELC), 244 Needy Road, Martinsburg, WV 25405-9431. (27 CFR 555.56-555.57). A licensee or permittee who reports a Change of Control must, upon expiration of the license or permit, file an ATF Form 5400.13/5400.16.
2. Under § 555.46, Renewal of License/Permit, if a licensee or permittee intends to continue the business or operations described on a license or permit issued under this part during any portion of the ensuing year, the licensee or permittee shall, unless otherwise notified in writing by the Chief, FELC, execute and file with ATF prior to the expiration of the license or permit an application for a license or permit renewal, ATF Form 5400.14/5400.15 Part III, in accordance with the instructions on the form, and the required fee. In the event the licensee or permittee does not timely file an ATF Form 5400.14/5400.15 Part III, the licensee or permittee must file an ATF Form 5400.13/5400.16 as required by § 555.45, and obtain the required license or permit before continuing business or operations. A renewal application will automatically be mailed by ATF to the "mailing address" on the license or permit approximately 60 days prior to the expiration date of the license or permit. If the application is not received 30 days prior to the expiration date, the licensee or permittee should contact the FELC. **Note:** The user-limited permits are not renewable.
3. This license or permit is conditional upon compliance by you with the Clean Water Act (33 U.S.C. § 1341(a)).
4. THIS LICENSE OR PERMIT MUST BE POSTED AND KEPT AVAILABLE FOR INSPECTION (27 CFR 555.101).

ATF Form 5400.14/5400.15 Part I
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

(Continued from front)

Discontinuance of Business *(27 CFR 555.61)(27 CFR 555.128)*. Where an explosives materials business or operations is succeeded by a new licensee or permittee, the records prescribed by this subpart shall appropriately reflect such facts and shall be delivered to the successor, or may be, within 30 days following business discontinuance, delivered to the ATF Out-of-Business Records Center, 244 Needy Road, Martinsburg, WV 25405, or to any ATF office in the division in which the business was located. Where discontinuance of the business is absolute, the records shall be delivered within 30 days following the business discontinuance to the ATF Out-of-Business Records Center, 244 Needy Road, Martinsburg, WV 25405, or to any ATF office in the division in which the business was located.

Explosive materials must be stored in conformance with requirements set forth in 27 CFR, Part 55. It is unlawful for any person to store any explosive materials in a manner not in conformity with these regulations.

TO REPORT LOST OR STOLEN EXPLOSIVES, YOU MUST IMMEDIATELY NOTIFY ATF:
CALL TOLL FREE - (888) ATF-BOMB

✂ Cut Here

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free number: (877) 283-3352
Fax number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Hotline Numbers

Arson Hotline: 1-888-ATF-FIRE (1-888-283-3473)
Bomb Hotline: 1-888-ATF-BOMB (1-888-283-2662)
Report Illegal Firearms Activity: 1-800-ATF-GUNS (1-800-283-4867)
Firearms Theft Hotline: 1-888-930-9275
Report Stolen, Hijacked or Seized Cigarettes: 1-800-659-6242
Other Criminal Activity: 1-888-ATF-TIPS (1-888-283-8477)

SKYWORKS
PYRO

Emergency Contact and Response Form

1.3g & 1.4g fireworks

JECO Pyrotechnics LLC, DBA Skyworks Pyro
195 Rodgers Ridge Rd
Newland, NC 28657
Ph. 828-260-2619

Infotrac: 1-800-535-5053

Emergency response
(contract # 113891)

1st point of contact: Eric Wright, president/operator; Cell # 828-260-2619

2nd point of contact: Cody Greene, vice president/operator; Cell # 828-387-1473

3rd point of contact: Beth Wright, secretary/operator, cell # 828-260-4929

4th point of contact: Shane Cantrell, lead operator, cell # 828-467-9024

Last updated 1/01/2024

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 14, 2025	Emergency Services	

AGENDA ITEM # 27

Firework Application for Town of Granite Falls

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Town of Granite Falls Fireworks Display Letter 2025
2. Town of Granite Falls Fireworks 2025 Application

Commissioners
Randy T. Church, Chairman
Michael W. LaBrose, Vice Chairman
Jeff Branch
Donnie Potter
Patrick Starnes

Wayne Rash, Interim County Manager

County of Caldwell
PO Box 2200
Lenoir, NC 28645
Phone (828) 757-1300
Fax (828) 757- 1295

www.caldwellcountync.org

To: Mr. Rash

From: Ricky K Brown

Ref: Fireworks Display

Date: April 7th, 2025

Due to some changes in the North Carolina law, fireworks displays are now required to be approved by the County Board of Commissioners. This change came in effect February 1, 2010, and the approval must be granted prior to a permit being issued by the Fire Marshal's Office. I have attached a copy of General Statute 14-413, and copies of one (1) application packet for fireworks display in Caldwell County. The date of the display is May 2nd, 2025 and conducted by Skyworks Pyro for the Town of Granite Falls Parks & Rec located at 56 Pinewood Rd, Granite Falls NC 28630. The General Statute requires that the County ensures proof of insurance prior to providing approval. A copy of the insurance certificate is provided in the packet. I have required that the information be submitted by each applicant that is required by the North Carolina Fire Code and this office will conduct the necessary inspections of these sites prior to the display. I would respectfully request that this fireworks display be placed on the next agenda for consideration by the Board. It is my understanding that most Counties are placing these items on the consent agenda once the insurance certificate has been verified. As always, if I can be of any further assistance in this matter, please do not hesitate to contact me.

Cc: File

Ricky K. Brown
Caldwell County Fire Marshal
Phone# 828-757-1277
Email: rbrown@caldwellcountync.org

SKYWORKS
PYRO

Skyworks Pyro
195 Rodgers Ridge Rd
Newland, NC 28657
Ph. 828-260-2619
events@skyworkspyro.com

Today's Date: 04/10/2025

Attention: Caldwell County Fire Marshal's Office

Re: application for fireworks permit

Please find the attached documents listed below in support of our request for a permit for an outdoor fireworks display.

- Application
- Shot list
- Certificate of insurance
- Mapped Site display
- Copy of operator license
- Contingency plan
- Copy of ATF license
- Emergency contact numbers

Date/time of show: Friday, May 2, 2025; approximately 9:30pm
Alternate Date: Friday, May 9, 2025
Sponsor & location: Granite Falls Parks & Rec. Dept; 56 Pinewood Rd, Granite Falls, NC; on the ball field
Ignition system: hand fired
Size of product: 1.3g

Please let me know if further information is needed.

Thank you,
Eric Wright

Eric Wright, President
Skyworks Pyro

Caldwell County Fire Marshal's Office

Phone (828)757-1277 | Ricky K. Brown, Fire Marshal | Fax (828)757-1182
2345 Morganton Blvd.
PO Box 2200
Lenoir NC, 28645

APPLICATION FOR FIREWORKS DISPLAY PERMIT

- Name: GRANITE FALLS PARKS & REC. (individual, group or organizational sponsor)
- Address: 56 PINEWOOD RD.
  GRANITE FALLS, NC 28630

- Location of Display: WILLIAM B SHUFORD REC CENTER (Street Address)
  (on the ballfield) 56 Pinewood Rd
  Granite Falls, NC 28630
- Name, Address and Phone number of fireworks display operator:
  JECO / Skyworks Pyro 195 Rogers Ridge Rd Newland NC 28657 Eric Wright (828) 260-2619
- Date and Time of Fireworks Display: 5-2-2025 9:00pm
- Proposed Rain/Wind date if event is postponed: 5-9-2025
- Provide a copy of approval for the fireworks display from the Caldwell County Commissioners or from the Municipality if authority has been transferred by the Board of Commissioners.
- Provide the qualifications of the operator which demonstrate experience with use of fireworks and knowledge of all safety precautions related to the storage, handling or use of fireworks. Operators **must have a Permit from the Office of State Fire Marshal** and provide a copy of permits of all personnel involved in the display to this office or provide documentation as required for assistants on site.
- Provide Evidence of Financial Responsibility by the sponsor of the event or the operator of the fireworks display. (Insurance Certificate) **Caldwell County is to be included in the Certificate Holder section.**
- Provide a "Procedure Plan for Failures" which establishes procedures to follow and actions to be taken in the event that a shell fails to ignite or other malfunctions.
- Provide a diagram (including distances) of the grounds on which the outdoor fireworks display is to be held showing the point at which the fireworks are to be discharged, the location of all buildings, highways and other lines of communication, the lines behind which the audience is to be restrained, and the location of other possible overhead obstructions.
- Provide information regarding the number and types of fireworks which will be discharged.
- Provide information regarding the manner and place of storage of such fireworks prior to delivery to the outdoor fireworks display site.

By signing this document, the applicant agrees that the operation of this outdoor fireworks display will conform to the terms of NFPA 1123 or NFPA 1126, and the General Statutes of North Carolina.

Eric Wright — 4-3-2025

(Signature of Applicant) (Date)

rbrown@caldwellcountync.org

SKYWORKS
PYRO

Skyworks Pyro
195 Rodgers Ridge Rd
Newland, NC 28657
Ph. 828-260-2619
events@skyworkspyro.com

Shot List

Display Date: 05/02/2025

Show Sponsor:
Granite Falls Parks and Recreation

Location of Show:
William B. Shuford Recreation Center
56 Pinewood Rd.
Granite Falls, NC 28630

Shots to be fired:

Number of shots	Description
264	2.5" artillery shells
252	3" artillery shells
102	4" artillery shells
1	1000 gram cake
12	500 gram cake

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/30/2025

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

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

PRODUCER
Ryder Rosacker McCue & Huston (MGD by Hull & Company)
509 W Koenig St
Grand Island NE 68801

CONTACT NAME: Kristy Wolfe
PHONE (A/C, No, Ext): 308-382-2330 FAX (A/C, No): 308-382-7109
E-MAIL ADDRESS: kwolfe@ryderinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SCOTTSDALE INS CO	41297
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
JECO Pyrotechnics Inc
195 Rogers Ridge Rd
Newland NC 28657

COVERAGES **CERTIFICATE NUMBER:** 337440441 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CPS4078576	10/25/2024	10/25/2025	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.
Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.
Regarding the General Liability coverage, Primary and Non-Contributory coverage applies to the entities listed below per attached form CG 20 01 when required by written agreement.
date of display: 5/2/2025
alternate display date: 5/9/2025
additional insureds: Granite Falls Parks and Rec. Dept; Town of Granite Falls; Caldwell County

CERTIFICATE HOLDER

Granite Falls Parks and Rec. Dept.
56 Pinewood Rd
Granite Falls NC 28630

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

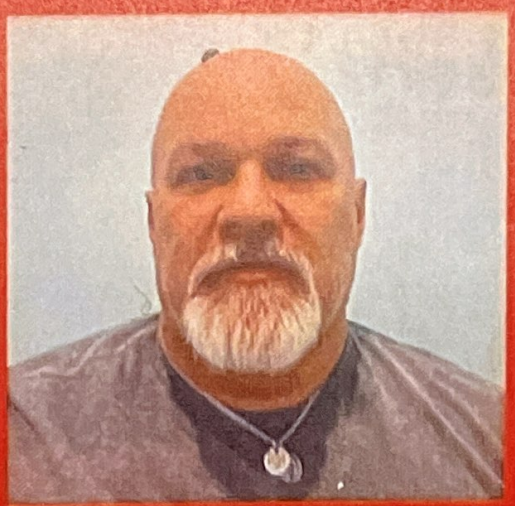
granite falls



Outdoor Pyrotechnics
Display

OPERATORS LICENSE

JUN 2026



Eric Wright
License # 3822

SKYWORKS
PYRO

CONTINGENCY PLAN

1.3g & 1.4g Outdoor Pyrotechnic Display

In the instance of a catastrophe or malfunction during the firing of an outdoor fireworks display.

1) Immediately cease firing of all fireworks.
2) Ensure all pyrotechnic materials which have been ignited are doused with water and extinguished.
3) Assemble the full pyrotechnic crew in the previously designated area, and ensure the safety of all pyrotechnicians on site.
4) Ensure the safety of all spectators viewing the show.
5) Immediately contact and remain in continuous contact with the fire department and emergency management on site.
6) Contact the show sponsor to discuss the situation and verify the safety of all involved.
7) Once all of the above issues have been addressed, if safe to do so, continue discharge of the show.
8) If unsafe to continue, remove all live materials from the site and attend to immediate concerns.

Updated 01/04/2024

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

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Chief, Federal Explosives Licensing Center (FELC) Marna Howard		Expiration Date	**February 1, 2026**

Name
DBA: SKYWORKS PYRO

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NEWLAND, NC 28657-

Type of License or Permit
54-USER OF EXPLOSIVES

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Eric Wright — Licensee/Permittee Responsible Person Signature
President — Position/Title
Eric Wright — Printed Name
1-13-24 — Date

Mailing Address (Changes? Notify the FELC of any changes.)

JECO PYROTECHNICS LLC
DBA: SKYWORKS PYRO
195 RODGERS RIDGE RD
NEWLAND, NC 28657-

ATF Form 5400 14/5400.15 Part I
Revised September 2011

Previous Edition is Obsolete JECO PYROTECHNICS LLC:195 RODGERS RIDGE RD:28657:1-NC-011-54-6B-01040:February 1, 2026:54-USER OF EXPLOSIVES

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Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

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(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **JECO PYROTECHNICS LLC**

Business Name: **DBA: SKYWORKS PYRO**

License/Permit Number: **1-NC-011-54-6B-01040**

License/Permit Type: **54-USER OF EXPLOSIVES**

Expiration: **February 1, 2026**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

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NOTICES

1. Any change in trade name or control of this business or operations MUST be reported within 30 days of the change to the Chief, Federal Explosives Licensing Center (FELC), 244 Needy Road, Martinsburg, WV 25405-9431. (27 CFR 555.56-555.57). A licensee or permittee who reports a Change of Control must, upon expiration of the license or permit, file an ATF Form 5400.13/5400.16.
2. Under § 555.46, Renewal of License/Permit, if a licensee or permittee intends to continue the business or operations described on a license or permit issued under this part during any portion of the ensuing year, the licensee or permittee shall, unless otherwise notified in writing by the Chief, FELC, execute and file with ATF prior to the expiration of the license or permit an application for a license or permit renewal, ATF Form 5400.14/5400.15 Part III, in accordance with the instructions on the form, and the required fee. In the event the licensee or permittee does not timely file an ATF Form 5400.14/5400.15 Part III, the licensee or permittee must file an ATF Form 5400.13/5400.16 as required by § 555.45, and obtain the required license or permit before continuing business or operations. A renewal application will automatically be mailed by ATF to the "mailing address" on the license or permit approximately 60 days prior to the expiration date of the license or permit. If the application is not received 30 days prior to the expiration date, the licensee or permittee should contact the FELC. **Note:** The user-limited permits are not renewable.
3. This license or permit is conditional upon compliance by you with the Clean Water Act (33 U.S.C. § 1341(a)).
4. THIS LICENSE OR PERMIT MUST BE POSTED AND KEPT AVAILABLE FOR INSPECTION (27 CFR 555.101).

ATF Form 5400.14/5400.15 Part I
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

(Continued from front)

Discontinuance of Business *(27 CFR 555.61)(27 CFR 555.128)*. Where an explosives materials business or operations is succeeded by a new licensee or permittee, the records prescribed by this subpart shall appropriately reflect such facts and shall be delivered to the successor, or may be, within 30 days following business discontinuance, delivered to the ATF Out-of-Business Records Center, 244 Needy Road, Martinsburg, WV 25405, or to any ATF office in the division in which the business was located. Where discontinuance of the business is absolute, the records shall be delivered within 30 days following the business discontinuance to the ATF Out-of-Business Records Center, 244 Needy Road, Martinsburg, WV 25405, or to any ATF office in the division in which the business was located.

Explosive materials must be stored in conformance with requirements set forth in 27 CFR, Part 55. It is unlawful for any person to store any explosive materials in a manner not in conformity with these regulations.

TO REPORT LOST OR STOLEN EXPLOSIVES, YOU MUST IMMEDIATELY NOTIFY ATF:
CALL TOLL FREE - (888) ATF-BOMB

Cut Here

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free number: (877) 283-3352
Fax number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Hotline Numbers

Arson Hotline: 1-888-ATF-FIRE (1-888-283-3473)
Bomb Hotline: 1-888-ATF-BOMB (1-888-283-2662)
Report Illegal Firearms Activity: 1-800-ATF-GUNS (1-800-283-4867)
Firearms Theft Hotline: 1-888-930-9275
Report Stolen, Hijacked or Seized Cigarettes: 1-800-659-6242
Other Criminal Activity: 1-888-ATF-TIPS (1-888-283-8477)

SKYWORKS
PYRO

Emergency Contact and Response Form

1.3g & 1.4g fireworks

JECO Pyrotechnics LLC, DBA Skyworks Pyro
195 Rodgers Ridge Rd
Newland, NC 28657
Ph. 828-260-2619

Infotrac: 1-800-535-5053

Emergency response
(contract # 113891)

1st point of contact: Eric Wright, president/operator; Cell # 828-260-2619

2nd point of contact: Cody Greene, vice president/operator; Cell # 828-387-1473

3rd point of contact: Beth Wright, secretary/operator, cell # 828-260-4929

4th point of contact: Shane Cantrell, lead operator, cell # 828-467-9024

Last updated 1/01/2024

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 14, 2025	Administration	

AGENDA ITEM # 28

Reappointment of Candace Hagaman to CCC&TI Board of Trustees

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Caldwell County
North Carolina
Board of Commissioners Meeting

March 10, 2025 at 6:00 PM
City-County Chambers
905 West Avenue NW, Lenoir

MINUTES

Attendance:

Randy T. Church, Chairman
Jeff Branch, Commissioner
Patrick Starnes, Commissioner
Wayne Rash, Interim County Manager
Destin Hall, County Attorney
Abby Rich, County Clerk

Call to Order
Chairman Church called the March 10, 2025, Board of Commissioners meeting to order at 6:03 PM.

Public Comment Period
Ernest Watson was the first to come to the podium. Mr. Watson expressed that he is upset about the current Noise Ordinance. Mr. Watson had the Sheriff's Office called on him for a complaint about him shooting guns on his property. Mr. Watson said the Noise Ordinance is too vague and asked the Commissioners to consider amending it.

Jesse Wallace was next to come to the podium. As a resident, Mr. Wallace is upset about trash along the roadsides on Abington Rd. and Beecher Anderson Rd in Lenoir. Mr. Wallace would like to see this area cleaned up.

Justin Boyd was the last to come to the podium. Mr. Boyd is upset about the tax value increases with the revaluation. He expressed his challenges with speaking to the tax office.

Invocation
Chairman Church returned the meeting to regular session at 6:10 PM.

Pastor Rocket Barber of Anchor Church came to the podium to provide the invocation for those in attendance.

Pledge of Allegiance
Commissioner Branch led the Pledge of Allegiance for those in attendance.

Agenda Amendments from the Board, Manager & Public
Interim County Manager Wayne Rash informed the Board of one amendment. This amendment would remove Item 4 to move to April's regular meeting.

Commissioner Branch made the motion to accept the agenda.
The motion carried unanimously.

Agenda Items

1. Retirement of K-9 Pancho

Captain Derek Philyaw came to the podium and read the resolution for the retirement of K9 Pancho.
Commissioner Starnes made the motion to adopt the resolution.
The motion carried unanimously.

2. Retirement of K-9 Angie

Captain Derek Philyaw came to the podium and read the resolution for the retirement of K9 Angie.
Chairman Church made the motion to adopt the resolution.
The motion carried unanimously.

3. Line Worker Appreciation Day

Chairman Church read the proclamation for Line Worker Appreciation Day.
Commissioner Branch made the motion to adopt the proclamation.
The motion carried unanimously.

Robin Nichols with Duke Energy came to the podium to provide remarks about line workers. Ms. Nichols also awarded a check for a Disaster Preparedness Grant to Caldwell Emergency Management in the amount of $25,000.

4. Dr. Lim- Presentation to Family

This item was removed and moved to the April 14, 2025 meeting agenda.

5. RHA Behavioral Health Urgent Care

The presenters were not present for the meeting.

6. Caldwell County Housing Plan

Economic Development Director Ashley Bolick came to the podium to introduce Alison Adams with WPCOG.

Ms. Adams reviewed the Caldwell County Housing Plan presentation.

Consent

Chairman Church turned the meeting to Interim County Manager Wayne Rash to review the Consent Agenda.

7. Golden Leaf Grant Administration Contract

Economic Development requested the approval of the Golden Leaf Grant Administration Contract with the WPCOG.

8. Golden Leaf - Airport Due Diligence Agreement

Economic Development requested the approval of the Golden Leaf Airport Due Diligence Agreement.

9. Sales Tax Reinvestment Agreement

Economic Development requested the approval of the Sales Tax Reinvestment

Agreement between Caldwell County and the local municipalities.

10. WPCOG Agreement for Code Enforcement Services

WPCOG requested approval of the updated contract for Code Enforcement Services.

11. DSS- Request for Four Part-Time Staff Members

DSS requested 4 part-time temporary SW III positions to assist with permanency case management while recruiting and training.

12. 911 Fund Balance Correction

The budget revisions allows the County to move $28,895 from the general fund to the 911 fund to correct the balance for disallowed expenses.

13. Gamewell Sewer Fund

This budget revision in the amount of $30,000 allows the County to increase its line items for both revenue and expense related to Gamewell Sewer. These funds are a flow through for the County.

14. Building Inspections Position

Building Inspections requested to fill an open position.

15. Animal Care and Enforcement- Use of Donated Funds for Rabies Vaccines

Animal Care and Enforcement is requesting to use $1,800 in donated funds for an upcoming rabies vaccine clinic.

16. Health Department- Agreement Addendum for Professional Fees and Supplies

The Health Department received agreement addendum funds totaling $11,531. This budget revision allows these funds to be spent on professional fees and supplies.

17. Health Department- Exam Table Purchase

This budget revision in the amount of $10,005.40 allows the Health Department to purchase an exam table.

18. Sheriff's Office- Vehicle Purchase

This budget revision in the amount of $5,600 allows the Sheriff's Office to trade in an old undercover vehicle for a new one. This revision is funded by Federal Asset Seizure funds

19. Sheriff's Office- Wrecked Vehicle Replacement

This budget revision in amount of $68,716.00 allows for the purchase of a new patrol vehicle to replace one that was wrecked and declared a total loss.

20. Ratify Winter Storm State of Emergency Ending Date

The ending date of the Winter Storm is January 24, 2025, at 0800 hours. This decision needed to be ratified by the Board.

21. Appointments of ETJ Members to Sawmills Planning Board

Adam Wilson and Jeffrey Plummer requested appointment as ETJ members for the Town of Sawmills Planning Board.

22. Approval of 2025 Tri-County Speedway Event Calendar

Tri-County Speedway requested approval of its 2025 event calendar.

23. Approval of Minutes from February 10, 2025, Meeting

The approval of the February 10, 2025, meeting minutes is requested.

Commissioner Starnes made the motion to adopt the Consent Agenda.
The motion carried unanimously.

Closed Session

Chairman Church made the motion to enter into closed session to consult with the Board's attorney to preserve the attorney/client privilege as provided in NCGS 143-318.11.a (3), to discuss matters relating to the expansion of location of industries or other businesses in Caldwell County as provided in NCGS 143-318.11.a (4), to discuss matters relating to personnel as provided in NCGS 143-318.11.a (6) at 6:53 PM.
The motion carried unanimously.

Adjourn

With there being no more business to attend to, Commissioner Branch made the motion to adjourn at 8:54 PM.
The motion carried unanimously.

PROCLAMATION

01-2025

LINE WORKER APPRECIATION DAY

WHEREAS, on April 10, 2013, a resolution was passed in the United States Senate to recognize April 18 annually as National Lineman (Line Worker) Appreciation Day; and

WHEREAS, the profession of the electrical line worker is steeped in personal, family, and professional tradition; and

WHEREAS, line workers are often first responders during storms and other catastrophic events, working to make the scene safe for other public safety officials, and to expedite the return of vital electrical power to our communities; and

WHEREAS, these brave men and women work with thousands of volts of electricity high atop power lines 24 hours a day, 365 days a year, risking and sometimes losing their lives to keep electricity flowing; and

WHEREAS, line workers are often faced with dangerous conditions, far from their families, as they work to construct and maintain energy infrastructure throughout the State of North Carolina and the United States; and

WHEREAS, line workers must use their technical knowledge, physical strength and ingenuity to achieve success in challenges they face every day; and

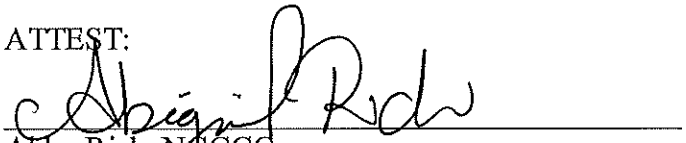
WHEREAS, the Caldwell County Board of Commissioners thanks these skilled and heroic line workers who brave hurricanes, ice storms, snow storms, floods, and other natural disasters to maintain our community's energy grid.

NOW THEREFORE BE IT PROCLAIMED that the Caldwell County Board of Commissioners, do hereby proclaim Friday, April 18, 2025, as "Line Worker Appreciation Day".

Adopted this the 10 day of March 2025.

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

ATTEST:



Abby Rich, NCCCC
County Clerk

RESOLUTION

05 - 2025

AUTHORIZING THE SALE OF RETIRED K-9 "Pancho"

WHEREAS, Sheriffs K-9 "Pancho" and his handler, Corporal Matthew January have been a great benefit to the Caldwell County Sheriff's Office and its communities; and

WHEREAS, it has come time for "Pancho" to retire from his service to the Caldwell County Sheriff's Office; and

WHEREAS, the Board of Commissioners of the County of Caldwell, NC finds that Sheriffs K-9 "Pancho" should be retired to a member of the Caldwell County Sheriff's Office due to the additional training and responsibility which is required; and

WHEREAS, G.S. 160A-266(d) permits the Board of Commissioners of the County of Caldwell, NC to authorize the disposition of personal property as described thereunto; and

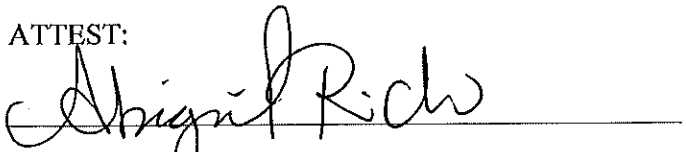
WHEREAS, Corporal Matthew January of the Caldwell County Sheriff's Office has agreed to purchase retired K-9 "Pancho" from the County of Caldwell, NC in the amount of $1.00, and upon accepting custody of the dog will assume all liability and responsibility for the care of the animal for the remainder of its life.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the County of Caldwell, NC authorizes the purchase of K-9 "Pancho" by Corporal Matthew January for the amount of $1.00 effective March 10th, 2025.

Adopted this the 10 day of March 2025.

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

ATTEST:



Abby Rich, NCCCC
County Clerk

RESOLUTION

06 -2025

AUTHORIZING THE SALE OF RETIRED K-9 "Angie"

WHEREAS, Sheriff's K-9 "Angie" and her handler, Corporal Chase Bowman have been a great benefit to the Caldwell County Sheriff's Office and its communities; and

WHEREAS, it has come time for "Angie" to retire from her service to the Caldwell County Sheriff's Office; and

WHEREAS, the Board of Commissioners of the County of Caldwell, NC finds that Sheriffs K-9 "Angie" should be retired to a member of the Caldwell County Sheriff's Office due to the additional training and responsibility which is required; and

WHEREAS, G.S. 160A-266(d) permits the Board of Commissioners of the County of Caldwell, NC to authorize the disposition of personal property as described thereunto; and

WHEREAS, Corporal Chase Bowman of the Caldwell County Sheriff's Office has agreed to purchase retired K-9 "Angie" from the County of Caldwell, NC in the amount of $1.00, and upon accepting custody of the dog will assume all liability and responsibility for the care of the animal for the remainder of its life.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the County of Caldwell, NC authorizes the purchase of K-9 "Angie" by Corporal Chase Bowman for the amount of $1.00 effective March 10, 2025.

Adopted this the 10 day of March 2025.

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

ATTEST:



Abby Rich, NCCCC
County Clerk

NORTH CAROLINA

CALDWELL COUNTY SALES TAX REINVESTMENT AGREEMENT

This Sales Tax Reinvestment Agreement ("this Agreement") is entered into by and among CALDWELL COUNTY("the County"), a political subdivision of the State of North Carolina, and TOWN OF GAMEWELL ("Gamewell"), TOWN OF SAWMILLS ("Sawmills"), TOWN OF CAJAH'S MOUNTAIN ("Cajah's Mountain"), TOWN OF HUDSON ("Hudson"), TOWN OF GRANITE FALLS ("Granite Falls") and CITY OF LENOIR ("Lenoir"), all being North Carolina municipal corporations (collectively "the Municipalities").

WITNESSETH:

WHEREAS, the Towns of Gamewell, Sawmills, Cajah's Mountain, Hudson, and Granite Falls and the City of Lenoir are all municipal corporations located in Caldwell County; and

WHEREAS, the Municipalities and the County desire to collectively fund economic development activities and other public purposes within Caldwell County; and

WHEREAS, the parties have agreed that these activities and purposes will be funded by the Municipalities in consideration of the County's continued election of the per capita method of distribution of local government sales and use tax among the County and the Municipalities pursuant to G.S. §105-472(b)(1), under which election the County receives less sales and use tax revenues, and the Municipalities receive more sales and use tax revenues, than they would receive if the County elected the ad valorem method of distribution; and

WHEREAS, pursuant to the authority of G.S. Chapter 160A, Article 20, Part 1, the County and the Municipalities have each resolved to enter into this interlocal agreement to provide funding for the activities and purposes set forth herein:

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

1. This Agreement is entered into for the purpose of collectively funding economic development activities and other public purposes in Caldwell County. It is the intention of the parties to this Agreement that those activities which are anticipated to have the greatest county-wide impact will receive priority in funding. Decisions on which economic development activities and other public purposes to fund, and the amount of funding, will be made by the Caldwell County Board of Commissioners. Provided, however, that no more than $350,000.00 will be spent from the Fund for public purposes other than economic development for four (4) consecutive e years beginning with the fiscal year that begins July 1, 2025.

2. Administrative implementation of the Fund and of the activities and purposes funded thereby shall be the responsibility of the Caldwell County Manager and his staff.

3. Pursuant to the terms of previous similar agreements, the County has established a special appropriation fund ("the Fund") under the authority and control of the Caldwell County Finance Department, which has been and shall continue to be reserved for the activities and purposes herein provided. Each Municipality's contribution to the Fund shall be paid into the Fund during July of each year, beginning July, 2025. All interest earned on the monies in the Fund shall be credited to Fund and spent for the intended activities and purposes. The County shall include the Fund in its annual audit, and within two (2) weeks after its receipt of the annual audit report, it shall provide to each of the Municipalities a written report showing Fund receipts, interest, expenditures and balance. During the term of this Agreement, the County shall continue to elect each year the per capita method of sales and use tax distribution.

4. The term of this Agreement is for a period for four (4) years, beginning July 1, 2025 and ending June 30, 2029.

5. During the four (4) year term of this Agreement, the Municipalities' respective annual contributions to the Fund shall be the following:

Gamewell	-	$189,000.00
Sawmills	-	194,000.00
Granite Falls	-	27,500.00
Hudson	-	27,500.00
Cajah's Mountain	-	155,000.00
Lenoir	-	7,000.00
TOTAL		$600,000.00

6. Monies paid into the Fund prior to July 1, 2025 that have not been expended will be used only for economic development purposes.

7. Should the sales tax revenues fall to a level below the level experienced at the time of this Agreement, each Municipality shall retain the right to request that its contribution be lowered. The request must be submitted to the County Board of Commissioners no later than January 31st. If approved, the lowered contribution would take effect in the following fiscal year, for the payment due to the County in July. Upon obtaining a request to lower the contribution amount the County shall analyze the actual sales tax receipts of each Municipality and determine if a reduction in the contribution is warranted. The ultimate authority on whether or not to reduce the contribution from each Municipality shall rest with the County Board of Commissioners.

8. This Agreement may be modified only with the unanimous consent of all of the parties hereto.

9. This Agreement supersedes all previous agreements between these parties dealing with this same subject matter.

10. Each of the signatories below hereby represents that this Agreement has been approved in an open meeting by the governing body represented by the signatory, and that the signatory has been duly authorized to execute this Agreement as the binding act of the governing body.

CALDWELL COUNTY

ATTEST:

Clerk to the Board of Commissioners

By: _____
Chairman, Board of Commissioners

Dated: 3/10/25

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

_____
Finance Officer, Caldwell County

TOWN OF GAMEWELL

ATTEST:

_____
Clerk to the Town Council

By: _____
Mayor

Dated: _____

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

_____
Finance Officer, Town of Gamewell

TOWN OF SAWMILLS

ATTEST:

_____
Clerk to the Town Council

By: _____
Mayor

Dated: _____

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

_____
Finance Officer, Town of Sawmills

TOWN OF CAJAH'S MOUNTAIN

ATTEST:

_____
Clerk to the Town Council

By: _____
Mayor

Dated: _____

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

_____
Finance Officer, Town of Cajah's Mountain

TOWN OF HUDSON

ATTEST:

_____
Clerk to the Town Council

By: _____
Mayor

Dated: _____

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

_____
Finance Officer, Town of Hudson

TOWN OF GRANITE FALLS

ATTEST:

_____ By: _____

Clerk to the Town Council Mayor

Dated: _____

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

_____

Finance Officer, Town of Granite Falls

CITY OF LENOIR

ATTEST:

_____ By: _____

Clerk to the City Council Mayor

Dated: _____

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

_____

Finance Officer, City of Lenoir

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 14, 2025	Administration	

AGENDA ITEM # 30

Removal of Communications Director Position

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None