Caldwell County
North Carolina
Board of Commissioners Meeting

July 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 Rich Irwin, Littlejohn United Methodist Church*

Pledge of Allegiance *Commissioner, Jeff Branch*

Agenda Amendments from the Board, Manager & Public

Agenda Items

1.	Recognition	South Caldwell Lady Spartans Softball- 2025 4-A State Champions
2.	Presentation	Caldwell County NCACC Heroic Hands Recipient
3.	Recognition	Crystal McCall Building Inspector of the Year
4.	Presentation *Keith Hinman*	Communities in Schools
5.	Items for Decision *Tina Miller*	Home and Community Care Block Grant
6.	Items for Decision *Josh Angle*	2024 Tax Collectors Settlement and 2025 Charge to the Tax Collector
7.	Presentation *Trevor Key*	EMS Oversight Committee Updates

Consent

8.	Budget Revisions	Approval of NC Cash Flow Loan
9.	Budget Revisions	Communications- Purchase of Computers
10.	Budget Revisions	Emergency Services- Wilson Creek Visitor Center Storm Repairs Project

11.	Budget Revisions	Purchase of First Watch Software
12.	Budget Revisions	Sheriff's Office- Kids Camp Funding
13.	Budget Revisions	Veteran's Services- Grant Funding Roll Over
14.	Items for Decision	Golden LEAF SITE Development Grant Application Approval
15.	Resolution	Amendment of Board of Elections 2025-2026 Fee Schedule
16.	Resolution	Amendment to Emergency Services Fee Schedule
17.	Resolution	Opioid Settlement Funding for Recovery Court Coordinator
18.	Items for Decision	Conveyance of Surplus Vehicle by Private Sale
19.	Items for Decision	Reappointment of Bruce Roberts to Foothills Regional Airport Authority
20.	Items for Decision	Appointment of Chris Bumgarner to Board of Social Services
21.	Items for Decision	Appointments to the Caldwell Railroad Commission
22.	Items for Decision	Reappointment of JCPC Members
23.	Items for Decision	Appointment of Library Board Members
24.	Items for Decision	Approval of April 28, 2025, Meeting Minutes
25.	Items for Decision	Approval of April 29, 2025, Meeting Minutes
26.	Items for Decision	Approval of April 30, 2025, Meeting Minutes
27.	Items for Decision	Approval of June 9, 2025, Meeting Minutes

Closed Session-Pursuant to § 143-318.11.a(3), § 143-318.11.a(4), and § 143-318.11.a(5)

Adjourn

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 14, 2025	Administration	

AGENDA ITEM # 1

South Caldwell Lady Spartans Softball- 2025 4-A State Champions

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Resolution- Lady Spartans Softball 2025

RESOLUTION

15-2025

2025 LADY SPARTANS SOFTBALL
NORTH CAROLINA 4-A STATE CHAMPIONS

WHEREAS, the 2025 South Caldwell Lady Spartans Softball Team demonstrated exceptional skill, dedication, and teamwork throughout the season, culminating in their remarkable victory as North Carolina 4-A State Champions; and

WHEREAS, the players, coaches, and support staff exhibited unwavering commitment, overcoming formidable opponents and challenges to earn their well-deserved title; and

WHEREAS, throughout the playoff series, the Lady Spartans showcased outstanding sportsmanship, resilience in high-pressure moments, and respect for their competitors; and

WHEREAS, the championship team has brought immense pride to their school, community, and families, inspiring young athletes and setting a powerful example of excellence and determination; and

WHEREAS, the accomplishments of the 2025 Lady Spartans Softball Team reflect the values of hard work, perseverance, and unity that we cherish and wish to celebrate.

NOW, THEREFORE, BE IT RESOLVED, that the Caldwell County Board of Commissioners hereby officially congratulates the 2025 Lady Spartans Softball Team for clinching the North Carolina 4-A State Softball Championship, acknowledges the extraordinary efforts of Head Coach Casey Justice, other coaching staff, and each team member for their contributions to this historic achievement, and this Board expresses its utmost admiration for the team's competitive spirit and for serving as role models of leadership, integrity, and excellence.

Adopted this 14 day of July 2025.

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 14, 2025	Administration	

AGENDA ITEM # 2

Caldwell County NCACC Heroic Hands Recipient

BACKGROUND

Heroic Hands is NCACC President T Davis' Presidential Initiative. One individual from each County was asked to be selected to represent the County for their dedication to public service. Caldwell County's representative was nominated by a peer and then chosen from the nominations by a group of non-supervisory employees.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Resolution- Seth Nagy Heroic Hands

RESOLUTION

16-2025

SETH NAGY CALDWELL COUNTY HEROIC HANDS REPRESENTATIVE

WHEREAS, on August 10, 2024, NCACC President "T" Davis announced his presidential initiative, Heroic Hands; and

WHEREAS, the purpose of this initiative is to honor those in the public service workforce and highlight the value of having a career in public service; and

WHEREAS, each County in North Carolina was tasked with submitting an individual to receive the Heroic Hands recognition; and

WHEREAS, after careful consideration by a committee of non-supervisory employees, Cooperative Extension Director Seth Nagy was selected to represent Caldwell County due to his dedication and service to his community following Hurricane Helene; and

WHEREAS, During a time of distress, Seth remained steadfast in his efforts to assist the farming community recover; and

WHEREAS, Seth's efforts included leading the organization and daily operations of the Hurricane Helene agricultural relief hub at the Caldwell County Fairgrounds, Collaborating with the National Guard to complete successful airdrops of emergency agricultural supplies in hard-to-reach areas such as Marshall and Green Mountain North Carolina, working personally with local farmers to secure disaster relief grant funding, obtaining funding for clover to plant in devastated pasturelands to provide food for livestock and prevent further soil loss, and working closely with local, State, and national partners to deliver critical aid to farmers and families in need; and

WHEREAS, in a nomination form submitted by a peer, it was said: "I believe Seth deserves this award because he went above and beyond for his community in a time of crisis. Watching Seth operate during these Hurricane relief efforts was very inspiring. Whether he was coordinating a supply drop or meeting with a farmer who just lost everything, he did it with heart, humility, and laser focus on helping people. His commitment to agriculture and rural communities is unwavering, and our County is stronger because of it".

NOW THEREFORE BE IT RESOLVED, the Caldwell County Board of Commissioners recognizes the devotion of Seth Nagy to his community and proudly supports the selection of his peers in choosing him as the Heroic Hands representative for Caldwell County.

Adopted this the 14 day of July 2025.

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 14, 2025	Administration	

AGENDA ITEM # 3

Crystal McCall Building Inspector of the Year

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 14, 2025	Administration	Keith Hinman

AGENDA ITEM # 4

Communities in Schools

BACKGROUND

Community in Schools Director Keith Hinman will be in attendance to present an overview of CIS accomplishments for the 24/25 school year.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 14, 2025	Administration	Tina Miller

AGENDA ITEM # 5

Home and Community Care Block Grant

BACKGROUND

Tina Miller will be in attendance to review the HCCBG funding for 25/26.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Caldwell County Memo to Manager FY26
2. Caldwell County FY26 HCCBG Recommendations to Commissioners
3. Caldwell HCCBG FY26 Contract - signed

Western Piedmont Council of Governments
Area Agency on Aging

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

MEMORANDUM

TO: Jimmy Harrison, Caldwell Deputy County Manager

FROM: Tina Miller, Area Agency on Aging Director TM

DATE: June 30, 2025

RE: Home and Community Care Block Grant (HCCBG) SFY 2025-2026

The Home and Community Care Block Grant allocation for Caldwell County for SFY 2025-2026 is $583,211. This amount is the same as FY25 at this time – the amount could change after a budget is passed.

The recommendations for SFY 2025-2026 HCCBG Services for Caldwell County are attached. These documents summarize the recommendations of the Caldwell County Council on Aging which serves as the Home and Community Care Block Grant Advisory Committee.

Action Requested: Commissioner's Approval of Home and Community Care Block Grant SFY 2025-2026 (Services funded, Service Allocations, and Provider Designation) as recommended by the Caldwell County Council on Aging.

Please provide commissioner's with a copy of the attached memo: Recommendations to the Commissioners. After the Commissioners review and approve the budget, all documentation needs to be signed by the Chair of the Board of Commissioners and the County Finance Officer and sent back to me - electronically is acceptable tina.miller@wpcog.org .

I have also included the agreement for SFY 2025-2026 Home and Community Care Block Grant funding for services for older adults in Caldwell County. This contract outlines the agreement between Western Piedmont Council of Governments and Caldwell County to reimburse the approved agencies for the services they provide. Please secure the required signatures and email it back to me as well.

Thank you for your assistance. We look forward to working with Caldwell County in providing these services to older adults. If you have any questions, please email or call me at (828) 485-4212.

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

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

Western Piedmont Council of Governments
Area Agency on Aging

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

MEMORANDUM

TO: Jimmy Harrison, Caldwell Deputy County Manager

FROM: Tina Miller, Area Agency on Aging Director TM

DATE: June 30, 2025

RE: **Recommendations to the Commissioners**
Home and Community Care Block Grant SFY 2025-2026

Background: The Home and Community Care Block Grant (HCCBG) and related funding is granted to Caldwell County for the provision of services to persons over the age of 60. The Caldwell County Commissioners appointed the Caldwell County Council on Aging as the planning committee and the Western Piedmont Council of Governments as lead agency for planning, to bring recommendations to the Board of Commissioners concerning use of the funds.

I. County Funding Allocations SFY 2025-2026

The Caldwell County HCCBG allocations and related funding are:

Funding	**Fed/State Amount**	**Local Match***
HCCBG	$583,211	$64,801

***Please note that all funding requires a 10% local match. The following agencies provide the match for services that they provide: Adult Life Programs, Blue Ridge Community Action, Caldwell Senior Center, Foothills Service Project, Greenway Transit, Harmony Home Care and All Ways Caring Home Care.**

II. Service Allocation Recommendations

The Home and Community Block Grant funding can support a variety of services, as specified by the NC Division of Aging and Adult Services. The Caldwell County Council on Aging has chosen to recommend funding for ten services for Caldwell County for SFY 2025-2026.

Caldwell County will receive $596,474 for HCCBG Services for the service period of July 1, 2025-June 30, 2026. This amount is the same as FY25 at this time – the amount could change after a budget is passed.

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

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

Please accept the attached budget summary as the recommendation of the Caldwell Council on Aging and WPCOG Area Agency on Aging concerning service/funding allocations for the Home and Community Care Block Grant for SFY 2025-2026.

III. Service Provider Designation

The Caldwell County Council on Aging recommends the following services and provider designations for SFY 2025-2026:

Home and Community Care Block Grant SFY 2025-2026

Service	Agency
Adult Day Health	Adult Life Programs, Inc.
Congregate Meals	Blue Ridge Community Action
Home Delivered Meals	Blue Ridge Community Action
Senior Center Operations	Caldwell Senior Center
In-Home Aide Level I	Harmony Home Care
In-Home Aide Level II	CNC/Access, Inc. dba All Ways Caring Home Care
In-Home Aide Level III	CNC/Access, Inc. dba All Ways Caring Home Care
Housing and Home Improvement	Foothills Service Project, Inc.
General Transportation	WPRTA dba Greenway Transit
Medical Transportation	WPRTA dba Greenway Transit

Action Requested
Commissioner's Approval of Home and Community Care Block Grant SFY 2025-2026 Recommendations (Services funded, Service Allocations and Provider Designation) from the Caldwell County Council on Aging.

DOA-735
(revised 2/16)

July 1, 2025 through June 30, 2026

Home and Community Care Block Grant for Older Adults

Agreement for the Provision of County-Based Aging Services

This Agreement, entered into as of this 1st day of July, 2025, by and between the County of Caldwell (hereinafter referred to as the "County") and the Western Piedmont Council of Governments Area Agency on Aging, (hereinafter referred to as the "Area Agency").

Witnesseth That:

WHEREAS, the Area Agency and the County agree to the terms and conditions for provision of aging services in connection with activities financed in part by Older Americans Act grant funds, provided to the Area Agency from the United States Department of Health and Human Services through the North Carolina Division of Aging (DOA) and state appropriations made available to the Area Agency through the North Carolina Division of Aging, as set forth in a) this document, b) the County Funding Plan, as reviewed by the Area Agency and the Division of Aging, c) the Division of Aging Home and Community Care Block Grant Procedures Manual for Community Service Providers, d) the Division of Aging Service Standards Manual, Volumes I through IV, and, e) the Division of Aging Community Service Providers Monitoring Guidelines.

NOW THEREFORE, in consideration of these premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. As provided in the Area Plan, community service providers specified by the County to encourage maximum collocation and coordination of services for older persons are as follows:
   Adult Life Programs, Inc.
   CNC/Access, Inc. dba All Ways Caring Home Care (formerly Res Care)
   Blue Ridge Community Action
   Western Piedmont Regional Transit Authority dba Greenway Transit
   Caldwell Senior Center
   Foothills Service Project, Inc.
   Harmony Home Care

1(a) The Community Service Provider(s), shall be those specified in the County Funding Plan on the Provider Services Summary format(s) (DOA-732) for the period ending June 30 for the year stated above.

2. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of Home and Community Care Block Grant funding by the Area Agency.

3. Grant Administration. The grant administrator for the Area Agency shall be Tina Miller, Director. The grant administrator for the County shall be Tony Helton, Finance Director.

   It is understood and agreed that the grant administrator for the County shall represent the County in the performance of this Agreement. The County shall notify the Area Agency in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for the County are provided in paragraph seven (7) of this Agreement.

4. Services authorized through the County Funding Plan, as specified on the Provider Services Summary format(s) (DOA-732) are to commence no later than July 1 of the state fiscal year and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period, June 30 of the state fiscal year.

5. Assignability and Contracting. The County shall not assign all or any portion of its interest in this Agreement. Any purchase of services with Home and Community Care Block Grant for Older Adults funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the Area Agency, which does not conflict with procurement and contracting requirements contained in 45 CFR Part 75, Subpart D-Post Federal Award Requirements, Procurement Standards. Federal funds shall not be awarded to any subreceipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over $100,000 from a vendor that has been suspended or debarred from Federal grant programs.

6. Compensation and Payments to the County. The County shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Area Agency. Total reimbursement to the community service providers under this Agreement may not exceed the grand total of Block Grant funding, as specified on the Provider Services Summary format (DOA-732).

   (a) Interim Payments to the County

   Upon receipt of a written request from the County, the Division of Aging, through the Area Agency, will provide the County Finance Officer with an interim payment equivalent to seventy percent (70%) of one-twelfth (1/12) of the County's Home and Community Care Block Grant allocation by the 22nd of each month.

   (b) Reimbursement of Service Costs

   Reimbursement of service costs are carried out as provided in Section 3 of the N.C. Division of Aging Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

c) Role of the County Finance Director

The County Finance Director shall be responsible for disbursing Home and Community Care Block Grant Funding to Community Service Providers in accordance with procedures specified in the N.C. Division of Aging Home and Community Care Block Grant Manual for Community Service Providers, revised February 17, 1997.

(d) Payment of Administration on Aging Nutrition Services Incentive Program (NSIP) Subsidy

NSIP subsidy for congregate and home delivered meals will be disbursed by the Division of Aging through the Area Agency to the County on a monthly basis, subject to the availability of funds as specified in Section 3 of the N.C. Division of Aging Home and Community Care Block Grant Procedures Manual for Community Services Providers, revised February 17, 1997.

If through the US Department of Agriculture Area Agency on Aging Elections Project, the County elects to receive a portion of its USDA entitlement in the form of surplus commodity foods in lieu of cash, the Area Agency will notify the County in writing of its community valuation upon notification from the Division of Aging. The delivery of commodity and bonus foods is subject to availability. The County will not receive cash entitlement in lieu of commodities that are unavailable or undelivered during the Agreement period.

7. Reallocation of Funds and Budget Revisions. Any reallocation of Block Grant funding between counties shall be voluntary on the part of the County and shall be effective only for the period of the Agreement. The reallocation of Block Grant funds between counties will not affect the allocation of future funding to the County. If during the performance period of the Agreement, the Area Agency determines that a portion of the Block Grant will not be expended, the grant administrator for the County shall be notified in writing by the Area Agency and given the opportunity to make funds available for reallocation to other counties in the Planning and Service Area or elsewhere in the state.

The County may authorize community service providers to implement budget revisions which do not cause the County to fall below minimum budgeting requirements for access, in-home, congregate, and home delivered meals services, as specified in Division of Aging budget instructions issued to the County. If a budget revision will cause the County to fall below minimum budgeting requirements for any of the aforementioned services, as specified in Division of Aging budgeting instructions issued to the County, the grants administrator for the County shall obtain written approval for the revision from the Area Agency prior to implementation by the community service provider, so as to assure that regional minimum budgeting requirements for the aforementioned services will be met.

Unless community services providers have been given the capacity to enter data into the Aging Resources Management System (ARMS), Area Agencies on Aging are responsible for entering amended service data into the Division of Aging Management Information System, as specified in the N.C. Division of Aging Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

8. Monitoring. This Agreement will be monitored to assure that services are being provided as stated in the Division of Aging and Adult Service Monitoring Policies and Procedures at http://www.ncdhhs.gov/aging/monitor/mpolicy.htm .

The monitoring of services provided under this Agreement shall be carried out by the Area Agency on Aging in accordance with its Assessment Plan and as specified in Administrative Letter 12-08. As of July 1, 2012, DOA Program Compliance Representatives (PCRs) are no longer monitoring HCCBG services provided through county departments of social services.

Counties and community service providers will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures Manual (http://www.ncdhhs.gov/aging/monitor/mpolicy.htm). Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

9. Disputes and Appeals. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grants administrator for the Area Agency. In accordance with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grants administrator for the County.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the Chairman of the Board of Commissioners furnishes a written request for appeal to the Director of the North Carolina Division of Aging, with a copy sent to the Area Agency. The request for appeal shall state the exact nature of the complaint. The Division of Aging will inform the Chairman of the Board of Commissioners of its appeal procedures and will inform the Area Agency that an appeal has been filed. Procedures thereafter will be determined by the appeals process of the Division of Aging. The state agency address is as follows:

Director
North Carolina Division of Aging
2101 Mail Service Center
693 Palmer Drive
Raleigh, North Carolina 27699-2101

10. Termination for Cause. If through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the County has or shall violate any of

the covenants, agreements, representations or stipulations of this Agreement, the Area Agency shall have the right to terminate this Agreement by giving the Chairman of the Board of Commissioners written notice of such termination no fewer than fifteen (15) days prior to the effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Area Agency, become its property. The County shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.

11. Audit. The County agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Uniform Guidance 2 CFR Part 200.

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Uniform Guidance CFR 2 Part 200, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Uniform Guidance 2 CFR Part 200, but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable. **Federal funds** may not be used to pay for a **Single or Yellow Book audit** unless it is a federal requirement. **State funds** will not be used to pay for a **Single or Yellow Book** audit if the provider receives less than $500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at https://www.ncgrants.gov/NCGrants/PublicReportsRegulations.jsp

The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Uniform Guidance 2 CFR Part 200 based upon funding received and expended during the service provider's fiscal year.

Annual Expenditures	Report Required to AAA	Allowable Cost for Reporting
• Less than $25,000 in State or Federal funds	Certification form and State Grants Compliance Reporting <$25,000 (item # 11, Activities and Accomplishments does not have to be completed) OR Audited Financial Statements in Compliance with GAO/GAS	N/A

	(i.e. Yellow Book)	
• Greater than $25,000 and less that $500,000 in State Funds or $750,000 in Federal Funds	Certification form and Schedule of Grantee Receipts >$25,000 and Schedule of Receipts and Expenditures OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
• $500,000 + in State funds but Federal pass through in an amount less than $750,000	Audited Financial Statement in compliance with GAO/GAS (i.e. Yellow Book)	May use State funds, but <u>not</u> Federal Funds
• $500,000+ in State funds <u>and</u> $750,000+ in Federal pass through funds	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e. Single Audit)	May use State and Federal funds
• Less than $500,000 in State funds <u>and</u> $750,000+ in Federal pass through funds	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part (i.e. Single Audit)	May use Federal funds, but <u>not</u> State funds.

12. <u>Audit/Assessment Resolutions and Disallowed Cost</u>. It is further understood that the community service providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, county or community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the County shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph nine (9). The only exceptions are if the Area Agency on Aging is designated as a community service provider through the County Funding Plan or, if as a part of a procurement process, the Area Agency on Aging enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these exceptions, the Area Agency is responsible for any disallowed costs. The County or Area Agency on Aging can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Uniform

Guidance CFR 2 Part 200, 45 CFR Part 1321 or state eligibility requirements as specified in policy.

13. Indemnity. The County agrees to indemnify and save harmless the Area Agency, its agents, and employees from and against any and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the County.

14. Equal Employment Opportunity and Americans With Disabilities Act Compliance. Both the County and community service providers, as identified in paragraph one (1), shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.

15. Data to be Furnished to the County. All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the County shall be furnished to the County and community service providers without charge by the Area Agency. The Area Agency, its agents and employees, shall fully cooperate, with the County in the performance of the County's duties under this Agreement.

16. Rights in Documents, Materials and Data Produced. The County and community service providers agree that at the discretion of the Area Agency, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the property of the Area Agency upon termination or completion of the work. Both the Area Agency and the County shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the County.

17. Interest of the Board of Commissioners. The Board of Commissioners covenants that neither the Board of Commissioners nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.

18. Interest of Members of the Area Agency, Lead Regional Organization, and Others. No officer, member or employee of the Area Agency or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising there from.

19. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.

20. Prohibition Against Use of Funds to Influence Legislation. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the County to engage in any activity designed to influence legislation or appropriations pending before Congress.

21. Confidentiality and Security. Any client information received in connection with the performance of any function of a community service provider or its subcontractors under this Agreement shall be kept confidential. The community service provider acknowledges that in receiving, storing, processing, or otherwise handling any confidential information, the agency and any subcontractors will safeguard and not further disclose the information except as provided in this Agreement and accompanying documents.

22. Record Retention and Disposition. All state and local government agencies, nongovernmental entities, and their subrecipients, including applicable vendors, that administer programs funded by federal sources passed through the NC DHHS and its divisions and offices are expected to maintain compliance with the NC DHHS record retention and disposition schedule and any agency-specific program schedules developed jointly with the NC Department of Cultural Resources, Division of Archives and Records. Retention requirements apply to the community service providers funded under this Agreement to provide Home and Community Care Block Grant services. Information on retention requirements is posted at http://www.ncdhhs.gov/control/retention/retention.htm and updated semi-annually by the NC DHHS Controller's Office. By funding source and state fiscal year, this schedule lists the earliest date that grant records in any format may be destroyed. The Division of Archives and Records provides information about destroying confidential data and authorized methods of record destruction (paper and electronic) at http://archives.ncdcr.gov/For-Government/Retention-Schedules/Authorized-Destruction.

    The NC DHHS record retention schedule is based on federal and state regulations and pertains to the retention of all financial and programmatic records, supporting documents, statistical records, and all other records supporting the expenditure of a federal grant award. Records legally required for ongoing official proceedings, such as outstanding litigation, claims, audits, or other official actions, must be maintained for the duration of that action, notwithstanding the instructions of the NC DHHS record retention and disposition schedule.

    In addition to record retention requirements for records in any format, the long-term and/or permanent preservation of electronic records require additional commitment and active management by agencies. The community service provider will comply with all policies,

standards, and best practices published by the Division of Aging regarding the creation and management of electronic records.

23. Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.

24. Payment to Community Service Providers by the Area Agency on Aging. The County authorizes the Area Agency on Aging, in lieu of the County Finance Officer, to provide interim and reimbursement payments to community service providers as prescribed in paragraphs 6(a) and (c) of this Agreement. Services applicable to this authorization are as follows:

Community Service Provider	Service
Adult Life Programs	Adult Day Health
Blue Ridge Community Action	Congregate Meals, Home Delivered Meals
Caldwell Senior Center	Senior Center Operations
Foothills Service Project	Housing & Home Improvement
Harmony Home Care	In-Home Aide I
CNC/Access, Inc dba All Ways Caring Home Care	In-Home Aide II, In-Home Aide III
Western Piedmont Regional Transit Authority dba Greenway Transit	General Transportation Medical Transportation

In witness whereof, the Area Agency and the County have executed this Agreement as of the day first written above.

Caldwell County

Attest:

_____ By:_____
Chairman, Board of Commissioners

Western Piedmont Council of Governments

Attest:

_____ By:_____
Area Agency Director Executive Director,
Lead Regional Organization

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

BY: _____
Finance Director,
Lead Regional Organization

Caldwell HCCBG FY26 Contract

Final Audit Report 2025-06-30

Created:	2025-06-30
By:	Tina Miller (tina.miller@wpcog.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGPmgJir1hOy1fpZOeKCoL5IsP2WfIh_I

"Caldwell HCCBG FY26 Contract" History

Document created by Tina Miller (tina.miller@wpcog.org)
2025-06-30 - 3:43:16 PM GMT

Document emailed to Andrea Roper (andrea.roper@wpcog.org) for signature
2025-06-30 - 3:43:20 PM GMT

Email viewed by Andrea Roper (andrea.roper@wpcog.org)
2025-06-30 - 3:46:26 PM GMT

Document e-signed by Andrea Roper (andrea.roper@wpcog.org)
Signature Date: 2025-06-30 - 4:10:36 PM GMT - Time Source: server

Document emailed to Anthony Starr (anthony.starr@wpcog.org) for signature
2025-06-30 - 4:10:37 PM GMT

Email viewed by Anthony Starr (anthony.starr@wpcog.org)
2025-06-30 - 5:31:24 PM GMT

Document e-signed by Anthony Starr (anthony.starr@wpcog.org)
Signature Date: 2025-06-30 - 5:31:39 PM GMT - Time Source: server

Agreement completed.
2025-06-30 - 5:31:39 PM GMT

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 14, 2025	Tax	Josh Angle

AGENDA ITEM # 6

2024 Tax Collectors Settlement and 2025 Charge to the Tax Collector

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. 2024 Tax Collectors Settlement & 2025 Charge to Tax Collector

MEMORANDUM

THRU: Wayne Rash, Interim County Manager

TO: Caldwell County Board of Commissioners

FROM: Josh Angle, Tax Administrator

SUBJECT: 2024 Tax Collectors Settlement and 2025 Charge to the Tax Collector

DATE: July 2, 2025

Requires Board Action

In accordance with NCGS 105-373 (a) settlement of 2024 taxes is hereby submitted for the Board's information, approval, and recharge to the tax collector for the collection of 2024 taxes indicated.

2024 Outstanding Taxes

2024 Real & Personal Taxes County Taxes Only Vehicle Taxes Listed Separately	$ 1,149,849.68
Total 2024 Outstanding	$ 1,149,849.68 = 2.42%

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

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

In accordance with NCGS 105-321 & 352 requests the attached tax receipt charge is authenticated by the Chairman of the Board of Commissioners for 2025 taxes.

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

Josh Angle, Tax Administrator

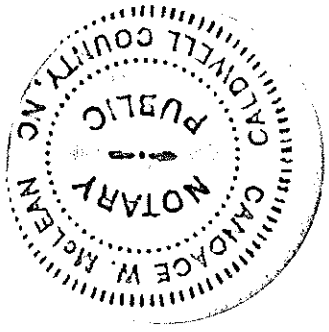
NORTH CAROLINA, CALDWELL COUNTY

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

Witness my hand and official seal, this the 2 day of July 2025.

Candace W McLean
Notary Public

My Commission Expires: September 22, 2025



STATE OF NORTH CAROLINA

COUNTY OF CALDWELL

To the Tax Collector of the County of Caldwell:

You are hereby authorized, empowered, and commanded to collect the taxes for 2025 set forth in the tax records filed in the office of the Caldwell County Tax Collector and in the tax, receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Caldwell, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this _____ day of July 2025

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

Attest:

_____
Abigail Rich, Clerk to the Board

Board of Commissioners Meeting

Agenda Item Summary

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

AGENDA ITEM # 7

EMS Oversight Committee Updates

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 14, 2025	Emergency Services	

AGENDA ITEM # 8

Approval of NC Cash Flow Loan

BACKGROUND

This action accepts the cash flow loan offered to the County by the State to assist with Helene mitigation. It budgets these funds in the general capital projects fund.

RECOMMENDED MOTION

Accept loan, approve resolution and budget revision

BUDGET IMPACT

No local dollars involved, all state funds.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Cash Flow Loan agreement and resolution
2. Cash Flow Loan_0001

This contract has been pre-audited as required
by the Local Government Budget and Fiscal Control Act

_____
Finance Officer

STATE CASHFLOW LOANS FOR DISASTER RESPONSE ACTIVITIES TO LOCAL GOVERNMENTS

LOAN AGREEMENT
BETWEEN
THE STATE OF NORTH CAROLINA (BY AND THROUGH THE DEPARTMENT OF STATE TREASURER)
AND
THE COUNTY OF CALDWELL, NORTH CAROLINA

Loan Round:	**Round 1**
Loan Number:	**Helene5113R1000000000**
Loan Date:	_____
Loan Round Amount:	**$1,146,530.45**

REPAYMENT TERMS:

- **$1 by the first anniversary of the Loan Date**
- **10% of the Loan Round Amount on June 30, 2027**
- **20% of the Loan Round Amount on June 30, 2028**
- **30% of the Loan Round Amount June 30, 2029**
- **40% (less $1) of the Loan Round Amount on the earlier of the fifth anniversary of the Loan Date or June 30, 2030.**

Recipient Tax ID/EIN: _____

PURPOSE:
For good and valuable consideration, the adequacy of which is hereby acknowledged, this loan agreement ("Agreement") is hereby entered into by and between the State of North Carolina, by and through the North Carolina Department of State Treasurer ("NCDST"), and the **County of Caldwell, North Carolina** ("RECIPIENT") (referred to individually as Party and collectively as "Parties") to provide NCDST cashflow loans for disaster response activities to local governments, in accordance with Section 4E.5. of North Carolina Session Law 2024-53, as modified by Section 1F.1 of North Carolina Session Law 2024-57 (together, as amended, the "Authorizing Act").

1. EFFECTIVE TERM:

This Agreement shall be effective as of the latest date of signature below ("Effective Date") and, subject to Section 15, shall terminate upon full repayment of the loan proceeds to NCDST, unless earlier terminated pursuant to Section 9.

2. NCDST'S DUTIES & PAYMENT PROVISIONS:

NCDST shall loan RECIPIENT a total of **$1,146,530.45** to pay for RECIPIENT'S disaster response activities as set forth in FEMA Public Assistance Worksheets. This principal-only loan does not carry interest charges or administrative fees. Upon signature of this Agreement by the Parties, the funds will promptly be transferred to

RECIPIENT via wire/ACH transfer to the RECIPIENT'S account, pursuant to the written bank wiring instructions that RECIPIENT must submit to the NCDST as provided in Section 3.a. below.

3. RECIPIENT'S DUTIES AND REPRESENTATIONS:

a. **As soon as reasonably practicable following its receipt of this Agreement, RECIPIENT shall provide each of the following to NCDST: (a) a certified copy of a resolution authoring execution of the Agreement and Promissory Note in the form set forth in Attachment A; (b) an executed copy of this Agreement; (c) an executed Promissory Note in the form set forth in Attachment B; and (d) the completed NCDST Hurricane Helene Cashflow Loan Program Wire Form enclosed as Attachment C, signed and certified by the appropriate official of RECIPIENT.**

b. Before and during the term of this Agreement, RECIPIENT will use or has used loan proceeds to cover expenditures for disaster response activities, which may be expenditures that are eligible for reimbursement by the Federal Emergency Management Agency (FEMA) Public Assistance Program, National Flood Insurance Program , or other federal reimbursement program.

c. Both NCDST and RECIPIENT agree that this Agreement shall be interpreted as to not diminish or impair RECIPIENT's eligibility to secure FEMA or related recovery funding support.

d. RECIPIENT shall make every reasonable effort to seek reimbursement from the federal government for expenditures that will be temporarily covered by loan proceeds under this Agreement.

e. Notwithstanding the Repayment Terms as stated on Page 1 of this Agreement, if RECIPIENT receives funding support from the federal government for expenditures covered under the FEMA Public Assistance Worksheets used as the basis for this Agreement, RECIPIENT shall repay NCDST the equivalent amount of loan proceeds within five (5) business days of receipt of the federal funding support.

f. RECIPIENT agrees that loan proceeds received through this Agreement shall be accounted for in a separate fund and accounting structure within RECIPIENT's central accounting system. RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements, and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with loan funding allocations described in Section 2 of this Agreement. RECIPIENT understands and acknowledges the total direct loan funding level available under this Agreement is **$1,146,530.45**.

g. As provided in the Authorizing Act:

   (i) RECIPIENT agrees to deliver repayment installments of the loan proceeds in the amounts and by the dates set forth in the Repayment Terms recited on Page 1 above, which are hereby incorporated by reference. Further, RECIPIENT understands and agrees that all loan proceeds provided to RECIPIENT under this Agreement must be repaid no later than the earlier of the following two dates: (a) the five-year anniversary of the Loan Date; or (b) June 30, 3030.

   (ii) RECIPIENT shall use best efforts and take all reasonable steps to obtain alternative funds that cover the losses or needs for which the loan proceeds are being provided, including funds from insurance policies in effect, available federal aid, and private donations. RECIPIENT understands and agrees that the loan proceeds paid to RECIPIENT pursuant to this Agreement are in excess of any funds received by RECIPIENT from any of the following: (a) settlement of a claim for loss or damage covered under RECIPIENT's applicable insurance policy in effect; (b) federal aid; or (c) private donations.

   (iii) If RECIPIENT obtains alternative funds pursuant to subdivision (ii) of this subsection g., RECIPIENT shall promptly remit such funds to NCDST. Notwithstanding the preceding sentence,

RECIPIENT shall not be required to repay to NCDST any amount in excess over the amount of loan proceeds provided under this Agreement.

4. AGREEMENT ADMINISTRATORS:

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

For NCDST	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Jeffrey A. Poley Director of Disaster Services and Rural Economic Development Office of the State Treasurer 3200 Atlantic Avenue Raleigh, North Carolina 27604 Phone: (919) 500-0855 Email: helenecashflowloans@nctreasurer.com	Jeffrey A. Poley Director of Disaster Services and Rural Economic Development Office of the State Treasurer 3200 Atlantic Avenue Raleigh, North Carolina 27604 Phone: (919) 500-0855 Email: helenecashflowloans@nctreasurer.com

For RECIPIENT	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name **Title** **Address** **Email** **Phone**	**Name** **Title** **Address** **Email** **Phone**

5. MONITORING AND AUDITING:

RECIPIENT acknowledges and agrees that, commencing on the Effective Date of this Agreement and for a period of three (3) years following this Agreement's termination, RECIPIENT's books, records, documents and facilities with respect to the loan funds shall be open to NCDST for auditing, inspection and monitoring at all times during such period. Further, upon a request for access by NCDST (whether in writing or otherwise), RECIPIENT shall make all such books, records, documents, and facilities open to NCDST for inspection. To that end, RECIPIENT agrees to provide NCDST staff, any authorized agent or other designee of NCDST, and

staff of the Office of State Auditor, as applicable, with access to financial and accounting records to support internal audit, financial reporting and related requirements.

RECIPIENT acknowledges and agrees that, with regard to the Loan funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S. § 159-34 (Annual independent audit; rules and regulations) within the Local Government Budget and Fiscal Control Act. Such audit and reporting requirements may vary depending upon the amount and source of Loan funding received by RECIPIENT and are subject to change.

RECIPIENT acknowledges and agrees that, with regard to the loan funds, it will be subject to the reporting requirements of both NCDST and the North Carolina Office of Budget and Management, as mandated by those agencies from time to time, as applicable.

6. SITUS AND EXCLUSIVE VENUE:

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

7. COMPLIANCE WITH LAW:

RECIPIENT shall be wholly responsible for the loan terms and RECIPIENT's responsibilities described in this Agreement. RECIPIENT shall be responsible for supervision of any of its employees and contractors funded under this Agreement, and compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of their loan performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction. RECIPIENT is reminded that all funds are subject to the requirements of the Local Government Budget and Fiscal Control Act, including but not limited to all budgeting and pre-audit requirements.

8. CLAW-BACK; OFFSET:

a. NCDST may also demand repayment of previously expended funds, and RECIPIENT must comply with such a demand, in the event NCDST determines that RECIPIENT has not spent loan funds on eligible uses set forth in the FEMA project worksheets used to determine the Loan Round Amount, or if NCDST determines that RECIPIENT has not materially complied with any other requirements set forth in this Agreement concerning the loan funds (generally, "Non-Compliance"). Before making a formal demand for repayment as provided in this subsection, NCDST will provide RECIPIENT thirty (30) days' written notice to cure such Non-Compliance, and the Parties will make every reasonable effort to resolve the problem informally.

b. In the event the Parties are unable to resolve RECIPIENT's Non-Compliance as provided in subsection a. above, RECIPIENT understands and agrees that, pursuant to N.C. Gen. Stat. § 147-71, the State Treasurer is authorized to demand, sue for, collect and receive all money and property of the State not held by some person under authority of law. In addition, RECIPIENT understands and agrees that NCDST shall have the right to recoup any funds for which repayment has been demanded through the Setoff Debt Collection Act (Chapter 105A of the North Carolina General Statutes) and any other provision of State law providing for setoff debt collection, as applicable.

9. TERMINATION OF AGREEMENT:

Subject to Section 15, this Agreement may be terminated:

a. By mutual written consent of the Parties;
b. By NCDST for cause, if: (i) RECIPIENT violates the terms of this Agreement and RECIPIENT fails to correct the violation(s) within thirty (30) days of written notice of violation from NCDST; (ii) NCDST determines RECIPIENT has made a misrepresentation in connection with this loan; or (iii) RECIPIENT

abandons or otherwise ceases to make reasonable progress towards completion of the disaster response activities funded by this Agreement; or

c. In the event that RECIPIENT repays the loan amount in full prior to the fifth anniversary of the Loan Date.

In the event of termination, NCDST may require the return of unspent funds. NCDST may, in its sole discretion, allow RECIPIENT to retain or be reimbursed for costs reasonably incurred prior to termination that were not made in anticipation of termination and cannot be canceled, provided that said costs meet the provisions of this Agreement.

10. AMENDMENTS:

Subject to all applicable laws, this Agreement may be amended in writing, executed by both NCDST and RECIPIENT. If RECIPIENT requests revisions of Agreement terms, it shall provide to NCDST for review and approval a detailed written request that includes documented financial management reason(s) for amending the terms of this Agreement.

11. E-VERIFY:

If this Agreement is subject to N.C. Gen. Stat. § 143-133.3, RECIPIENT shall impose the obligations of Article 2 of Chapter 64 of the General Statutes on any contractor and its subcontractors funded by this Agreement.

12. LIMITATION OF LIABILITY; CONTRACTUAL RIGHTS:

RECIPIENT will hold NCDST harmless from any loss(es) or damage(s) arising in connection with the performance of this Agreement to the extent permitted by law, including the North Carolina Tort Claims Act (Article 31 of Chapter 143 of the North Carolina General Statutes). This Agreement is intended for the sole and exclusive benefit of the Parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

13. SEVERABILITY:

a. Generally. Nothing in this Agreement is intended to conflict with any law, or regulation, or rule of the United States, or the State of North Carolina, or NCDST. The Parties agree that if a term of this Agreement cannot be interpreted in a way to be consistent with such authority, then that term shall be deemed invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

b. Federal Reimbursement. The Parties expressly agree that they intend for this Agreement to constitute and be construed as a loan agreement, toward the end that all loan proceeds provided to RECIPIENT hereunder would remain eligible for reimbursement under the FEMA Public Assistance Program, National Flood Insurance Program, or other federal reimbursement program (generally, for purposes of this subsection, the "Federal Funding Programs"). The Parties further agree that: (i) no provision of this Agreement shall be construed as creating or contemplating a current or future condition or circumstance that would in any way alleviate RECIPIENT of the repayment obligations set forth in this Agreement, or in the related Promissory Note; and (ii) to the extent that any word, phrase, clause, sentence, or term of this Agreement is deemed incongruous with any relevant provision(s) of federal law pertaining to RECIPIENT's eligibility for reimbursement under the Federal Funding Program(s), then such word, phrase, clause, sentence or term shall be modified, deleted, or interpreted in such a manner as to make the loan funds provided to RECIPIENT hereunder fully reimbursable under the Federal Funding Program(s), or else reimbursable to the maximum extent allowable under such program(s).

14. ENTIRE AGREEMENT:

This Agreement and any annexes, exhibits, and amendments appended hereto, and any documents incorporated specifically by reference, represent the entire Agreement between the Parties and supersede all prior oral and written statements or Agreements.

15. SURVIVAL:

The following sections shall survive termination of this Agreement: 3.c., 5, 6, 7, 8, 12 and 13.

16. EXECUTION AND EFFECTIVE DATE:

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. One or more counterparts of this Agreement may be delivered by facsimile or in Adobe Portable Document Format (PDF) sent by electronic mail, with such delivery having the same effect as delivery of an original counterpart. Signatures provided by facsimile transmission, in PDF sent by electronic mail, or by electronic signature such as DocuSign, shall be deemed to be original signatures.

This Agreement shall become effective upon the Effective Date and NCDST's loan obligations shall commence upon NCDST's receipt of the items set forth in 3.a. above.

[signature page follows]

19. AUTHORIZED SIGNATURE WARRANTY:

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

In Witness Whereof, RECIPIENT and the State of North Carolina, acting by and through the NCDST have executed this Agreement in duplicate originals, with one original being retained by each party.

COUNTY OF CALDWELL, NORTH CAROLINA

AUTHORIZING OFFICIAL Date

Printed Name Title

STATE OF NORTH CAROLINA, by:

NORTH CAROLINA DEPARTMENT OF STATE TREASURER

AUTHORIZING OFFICIAL Date

Jeffrey A. Poley **Director of Disaster Services and Rural Economic Development**

ATTACHMENT A

RESOLUTION TO APPROVE NORTH CAROLINA CASHFLOW LOAN AGREEMENT AND PROMISSORY NOTE

WITNESSETH:

WHEREAS, in connection with the State of North Carolina cashflow loan program (Loan Program) authorized by the Disaster Recovery Act of 2024, Session Law 2024-53 (as amended by Session Law 2024-57), the North Carolina Department of State Treasurer has been working with the North Carolina Department of Public Safety-Division of Emergency Management (NCEM), the North Carolina Association of County Commissioners (NCACC), and the North Carolina League of Municipalities (NCLM) to formulate a working plan for the disbursement of cashflow loans aimed at assisting local governments affected by Hurricane Helene; and

WHEREAS, local governments wishing to participate in the Loan Program are required to execute a Cashflow Loan Agreement and Promissory Note with the State of North Carolina, by and through the North Carolina Department of the State Treasurer; and

NOW, THEREFORE BE IT RESOLVED BY THE COUNTY OF CALDWELL, NORTH CAROLINA:

1. That the Cashflow Loan Agreement and Promissory Note provided by the North Carolina Department of the State Treasurer are hereby approved.

2. That the Manager, Clerk, or Authorized Representative of a Tribal Government is authorized to execute the attached agreements (or those substantially equivalent thereto) and such other agreements and actions as necessary to receive disaster recovery loan funding from the State of North Carolina.

Adopted, this the _____ day of _____

COUNTY OF CALDWELL, NORTH CAROLINA

By: _____
Mayor/Commissioner/Authorized Representative

Name: _____

Title: _____

ATTEST:

_____
Town Clerk/Authorized Representative

Name: _____

Title: _____

ATTACHMENT B

This Promissory Note has been pre-audited as required by the Local Government Budget and Fiscal Control Act

_____

Finance Officer

PROMISSORY NOTE

Date: _____

Loan Number: **Helene5113R1000000000**

Loan Amount: **$1,146,530.45**

The **County of Caldwell, North Carolina** ("BORROWER") DOES HEREBY unconditionally promise to pay to the STATE OF NORTH CAROLINA (by and through the North Carolina Department of State Treasurer) ("State") the following Loan Amount: **$1,146,530.45** The promissory note is made in accordance with the related Loan Agreement, dated as the date hereof (the "Agreement"), between the State and the BORROWER. As set forth in the Agreement, the BORROWER hereby promises to pay the Loan Amount in accordance to the following schedule:

- **$1 the first anniversary of the Loan Date**
- **10% of the Loan Round Amount on June 30, 2027**
- **20% of the Loan Round Amount on June 30, 2028**
- **30% of the Loan Round Amount on June 30, 2029**
- **40% (less $1) of the Loan Round Amount on the earlier of the fifth anniversary of the Loan Date recited in the Agreement or June 30, 2030.**

Payment instructions will follow from the State or its agent.

This Promissory Note and the Agreement were duly authorized by action of the BORROWER's governing body at a meeting duly held on _____.

COUNTY OF CALDWELL, NORTH CAROLINA

_____

Signature

_____

[Name and Title]

[SEAL]

Attest:

_____

Signature

_____

[Name and Title—should be clerk]

ATTACHMENT C



NORTH CAROLINA
DEPARTMENT OF STATE TREASURER

FINANCIAL OPERATIONS DIVISION

BRADFORD B. BRINER
STATE TREASURER OF NORTH CAROLINA

Hurricane Helene Cash Flow Loan Program Wire Form

Questions concerning the completion of this form should be directed to 919-814-3902.

RECIPIENT INFORMATION
Recipient/Account Holder's Name:
Recipient's Address, City, State, Zip:
Information for the Recipient (optional):
BENEFICIARY BANK INFORMATION
Beneficiary Bank Name:
Beneficiary Bank Routing Transit Number (RTN):
Beneficiary Bank Account Number:
Bank's Address, City, State, Zip:
Information for the Beneficiary Bank, if applicable:

I certify the recipient information and beneficiary bank information provided above is true and correct. and I am authorized to act in the capacity indicated and to transact business on the account listed above. Only original signatures accepted; no electronic signatures.

Recipient Official's Printed Name	**Signature**
Phone #	**Date**

FOR INTERNAL USE ONLY	
Financial Operations Division	
US Dollar Wire Amount: **$1,146,530.45**	Contract/Reference #: **Helene5113R1000000000**
Date Wire Processed:	

3200 Atlantic Avenue • Raleigh, North Carolina 27604
Courier #56-20-45 • Telephone: (919) 814-4000 •
Fax: (919) 855-5809 www.NCTreasurer.com

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:
This revision sets up the budget for the NC cash flow loan for helene mitigation

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
41.4726.330000.10206	Cash Flow Loan	I	$ 1,146,530.45	41.4726.444100.10206	Contractual		$ 1,146,530.45
Total			**1,146,530.45**	**Total**			**1,146,530.45**

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
			06/11/25		

Board of Commissioners Meeting

Agenda Item Summary

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

AGENDA ITEM # 9

Communications- Purchase of Computers

BACKGROUND

This budget revision allows for the purchase of new equipment at the 911 Communications Center.

RECOMMENDED MOTION

Approve Budget Revision

BUDGET IMPACT

$23,000 is 911 eligible. The rest is from the general fund.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Budget Revision- Communications Computer Purchase

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:

This budget revision allows the county to purchase new computers for the 911 call center. $23,000 of this purchase is 911 fund eligible but the remaining $2,180 is not and is paid out of the general fund.

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
13.3000.397000	Fund Balance App	I	$	23,000.00	13.4309.451000	Equipment	I	$	23,000.00
10.9800.397000	Fund Balance App	I	$	2,180.00	10.4603.451000	Equipment	I	$	2,180.00
Total				**25,180.00**	**Total**				**25,180.00**

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
			06/30/25		

MarketSpace Solutions, Inc.

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

QUOTE

Date	Quote #
06/11/25	MSSQ54315

Sold To: Caldwell County E911
Brandon Price
905 West Avenue NW
Lenoir, NC 28645

Phone: (828) 757-1355
Fax:

Ship To: Caldwell County E911
Brandon Price
905 West Avenue NW
Lenoir, NC 28645

Phone: (828) 757-1355
Fax:

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

Qty	Part Number	Description	Unit Price	Ext. Price
10	210-BKWL	Dell Pro Tower Plus Desktop: Intel Core Ultra 7 265 vPro (20 cores, up to 5.3GHz) Processor Windows 11 Pro, English, Brazilian Portuguese, French, Spanish 32GB: 1 x 32GB, DDR5 512GB TLC Solid State Drive Intel Intregrated Graphics (3 Display Ports) Supports 3 Monitors NVIDIA GeForce RTX 4060, 8GB GDDR6, Full Height, 3 DP, 1 HDMI 8x DVD-ROM 9.5mm Optical Disk Drive CyberLink Media Suite Essentials Dell Pro Tower QBT1250 with 360W PSU Dell Pro Wireless Keyboard and Mouse - KM5221W Trusted Platform Module Internal Speaker Gigabit Ethernet Port Quick Start Guide, Dell Pro Tower Plus 4 Year Parts and Labor Warranty with 4 Year Onsite Service	$2,518.00	$25,180.00
1	FRT	No Freight Charge	$0.00	$0.00

SubTotal	$25,180.00
Estimated Sales Tax	$1,699.65
Shipping	$0.00
Total	**$26,879.65**

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 14, 2025	Emergency Services	

AGENDA ITEM # 10

Emergency Services- Wilson Creek Visitor Center Storm Repairs Project

BACKGROUND

This visitor center at Wilson Creek suffered significant storm damage to its parking area and activity area adjacent to the water. FEMA has approved funding for this project to repair the damage. This budget revision appropriates funds to cover the cost of the design fees associated with the project.

RECOMMENDED MOTION

Approve Project Ordinance, Budget Revision and Agreement.

BUDGET IMPACT

Funded by FEMA grant funds

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Budget Revision/Project Ordinance Wilson Creek Visitor Center Storm Repairs
2. Wilson Creek/Withers Ravenel Agreement 2025

ESTABLISHMENT OF THE WILSON CREEK VISITOR CENTER STORM REPAIRS PROJECT ORDINANCE

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

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

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

Section 1. The governing board hereby creates a project fund for the purpose of repairing storm damage at the Wilson Creek Visitor Center

FEMA Grants	$253,650
Design Fees	$253,650

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

Section 3. The project shall be effective July 14, 2025.

Adopted July 14, 2025

ATTEST:

Abby Rich
Clerk to the Board

Randy Church
Chairman

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

Caldwell County Board of Commissioners

BUDGET REVISION

Board Meeting _____

Subject: Engineering Services for Wilson Creek Visitors Center Parking and Auxillary Parking Areas

Background and explanation for the Budget Revision:

Hurrican Helene heavily damaged the parking area and the adjacent field (auxillary parking) at the Wilson Creek Visitors Center. The attached agreement, from WithersRavenel, for engineering and design services of this repair includes required permitting and oversight for $253,650. This funding has been approved and obligated by FEMA under Helene Recovery.

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

SUPPLEMENTAL APPROPRIATION

Revenues: Increase / Decrease (Circle One)			**Expenditures: Increase / Decrease (Circle One)**		
Line Item #	Title	Amount	Line Item #	Title	Amount
41.4726.330000.10208	Other Grants	253,650.00	41.4726.459702.10208	Design Fees	253,650.00
Total		**$253,650**	**Total**		**253,650.00**

Attachments (Yes or No): Yes
Public Hearing (Yes or No): 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
			7/3/25		

July 1, 2025

Jimmy Harrison, Deputy County Manager
Caldwell County
905 West Ave. NW
Lenoir, NC 28645

RE: **Agreement for Professional Services**
Caldwell County Engineering Services for Wilson Creek Visitors Center
Collettsville, North Carolina
WithersRavenel Project No. 25-0220

Dear Ms. Harrison,

WithersRavenel is pleased to provide this Agreement for Professional Services for the Wilson Creek Visitors Center project.

We look forward to collaborating with you on this project. Please feel free to contact me with any questions and/or to discuss any aspect of the attached agreement. My contact information is below.

Sincerely,
WithersRavenel

Joel Lenk, P.G.
Senior Project Manager, Stormwater
jlenk@withersravenel.com
Ph. 828-255-0313 | Direct. 828-280-8375

Caldwell County
Caldwell County Engineering Services for Wilson Creek Visitors Center
Collettsville, North Carolina
Agreement for Professional Services

A. Project Description

This fee agreement is intended to provide the scope of services and associated fees to provide consulting services per request of Caldwell County and formalize an agreement for the implementation and logistics for these services.

This agreement is based on the project site located at southeast of 7805 Brown Mountain Beach Road in Caldwell County, Collettsville, North Carolina.

Listed below is a summary of several key aspects of the project based on our discussions, preliminary research, and Exhibit III. Refer to the Scope of Services and Additional Services/Exclusions for further detailed information.

The Project has been assigned the following FEMA Project Number: [801498] and can generally be described as: repair and mitigation of the Wilson Creek Visitors Center property located southeast of 7805 Brown Mountain Beach Road, Collettsville, Caldwell County, North Carolina 28611. Wilson Creek Visitors Center is a gateway, information center, and emergency response base for the Wilson Creek Wilderness Area located within the Grandfather District of the Pisgah National Forest. Wilson Creek, a Congressionally Designated Wild & Scenic River and is also classified as Class B, Trout Water, and Outstanding Resource Water by North Carolina Division of Environmental Quality (NC DEQ)-Division of Water Resources (NC DWR). The Wilson Creek Visitors Center suffered substantial damage because of unprecedented flooding caused by Tropical Storm Helene (Helene) throughout western North Carolina. Helene resulted in damage to the Visitor Cener site to include the Parking Area, Public Use Area, Medical Evacuation Area, Tributary to Wilson Creek (Tributary), and the Wilson Creek streambank and riparian zone (Project Area).



For the purposes of this agreement and any subsequent agreements the following references shall apply:

- Caldwell County shall be known as the “Client”; WithersRavenel shall be known as the “Consultant”; The property and overall project shall be known as the “Project”; Collettsville shall be known as "City"; Caldwell County shall be known as “County”; The executed agreement shall be known as the “Agreement”.
- Federal Management Emergency Agency shall be known as “FEMA.”
- North Carolina Department of Transportation shall be known as “NCDOT.”
- US Army Corps of Engineers shall be known as “USACE.”
- North Carolina Department of Environmental Quality shall be known as “NCDEQ.”

B. Timeline for Services

WithersRavenel will begin work upon receipt of this executed Agreement and written notice to proceed from the Client. Estimated timeframe(s) for the basis of the services described in the Scope of Services are shown below.

- Existing Conditions Topographic & Partial Boundary Survey: Estimated 2 Months total;
- Repair and Mitigation Design: Estimated 10 Months total;
- Permitting: Estimated 2 Months total;
- Bidding Services: Estimated 4 Months total;
- Services During Construction: Estimated 6 Months total;
- Total Construction: Estimated 6 Months.

The above estimated timeframe(s) may be impacted by, among other things:

- Timeliness and additional permit and/or plan reviews of review agencies;

- Timeliness and accuracy of information provided by the Client, Architect, and other Client consultants.

Timeframe through construction will vary based on:

- The Client's schedule and phasing;
- Contractor's progress and adherence to completion date;
- Client and/or Agencies requesting additional work.

From the above and factoring in variability in the approval process, we estimate the total project timeframe for the Scope of Services to be 24 Months.

If available, opportunities to adjust these estimated timeframes can be discussed. Implementation of agreed-upon adjustments may result in adjustments to WithersRavenel fees.

Certain tasks, such as reviews and approvals, are performed by third parties, including governmental agencies, over which neither Client nor WithersRavenel have control or responsibility. As such, neither party is responsible for delays or the resulting cost impacts caused by third parties.

C. Scope of Services

WithersRavenel shall provide the services identified under each task below as its "Basic Services" under the Agreement:

Task 1. Project Management

The Consultant will manage the project in a manner that will ensure the quality of deliverables as well as coordination and communication with the Client. This will include managing and updating project schedule tracking as well as administrative support of other project documentation. Consultant shall manage the project by:

1. Keeping the Client regularly informed of progress, providing oversight of the production tasks and managing the monthly billing and invoicing for the project.
2. Consultant will keep the Client advised of the progress of the project activities. This includes scheduling and attending monthly meetings/workshops and consultations with the Client and submitting monthly progress report.
3. Maintain monthly project progress meetings, meeting minutes, as well as periodic project presentations for the Client.

Task 2. Existing Conditions Topographic & Partial Boundary Survey

Conduct an existing conditions topographic survey of the County owned parcel (approximately 5 acres PIN: 1881351285). The survey will also include limited boundary survey at the northeast and southwest property corners and lines with adjoining properties. Survey data will be used as a base for design of repair and mitigation of the Project Area.

- Horizontal control will be based on NC State Grid, NAD'83 (2011);
- Vertical control will be based on NAVD '88;
- Adjacent lot lines will be mapped based on current plats of record and corner monumentation.
- Locate visible and obvious site improvements such as roadways, drives, walkways, signs, parking spaces, roadway markings, floodplain and environmental aspects, etc.

- Sanitary sewer and storm structures including culverts will be located to include top and invert elevations, flow lines (curb inlets), and pipe sizes and types where such determinations are possible;
- Locate streetscape ornamental trees, if any, and tree lines of wooded areas. Does not include the location of individual trees within wooded areas;
- Contours to be mapped to a 1' (one-foot) interval;

Task 3. Repair and Mitigation Design

Public Parking Area

The Parking Area was flooded during Helene and aggregate material and base that made up the parking surface was eroded and washed away. Debris and soil on the parcel and this material is proposed to be tested for common contaminants including Total Petroleum Hydrocarbons, Fecal and Total Coliform, volatile organic compounds, semi-volatile organic compounds, metals, pesticides, herbicides, poly chlorinated biphenyls (PCBs) and other suspected contaminants before classifying the material and recommending methods for transport and disposal to a permitted facility, if required. Withers Ravenel proposes to sample the soil and debris stockpile area using NC DEQ-Division of Waste Management (NC DWM) and FEMA guidance for composite sampling of stockpiles and classification of unknown waste.

WithersRavenel understands that the parking surface is to remain aggregate, however mitigation for the parking area could include designs of a geo-grid style or similar, permeable gravel paving solution that will provide greater resistance to flooding and erosion.

To further minimize stormwater impacts, low-density stormwater control measures (SCMs) are proposed to be designed for the downslope side(s) of the parking area. Low density SCMs would provide additional runoff volume reduction and mitigate temperature, sediment, and potential chemical impacts to adjacent high-quality streams.

Public Use Area & Medical Evacuation Area

Repair and mitigation design for The Public Use Area and Medical Evacuation Area (Med Evac Area) will include specification for sediment reuse and removal (if necessary). Design and specifications will be provided for clean engineered fill to repair eroded areas, scarps, and scour holes resulting from Helene within the Project Area. Once the land surface is returned to pre-Helene conditions an ecologically engineered landscape and revegetation plan will be developed to revegetate these areas with primarily native riparian grasses and herbaceous plants, suitable for the existing uses. Native plants will provide greater soil and bank stabilization, storm resilience, healthy ecology, and reduced maintenance. WithersRavenel understands that the County does not desire for additional woody shrub and tree vegetation to be established in Public and Med Evac Areas. Soils in these areas will be amended to pre-Helene conditions capable of supporting a hearty stand of native herbaceous vegetation appropriate for the intended uses. Soil amendments will be based on standard agronomic soil tests conducted by the local Extension Service or private laboratory.

The Med Evac Area will be seeded with a specialized mix of perennial, low growing, hearty, durable, native and hybrid grass species.

The Public Use Area revegetation plan will incorporate a combination of low growing native grasses for picnic areas and access paths to the fishing and wading area along the Wilson Creek point bar. Other areas within the public use area will be seeded with a native riparian mix including taller herbaceous plants consisting of a variety of grasses, sedges, rushes, and perennial wildflowers capable of blooming throughout most of the year. The design for the Public Use and Med Evac areas will extend from Brown Mountain Beach Road (BMBR) to within approximately 50 feet of the Ordinary High-Water Mark (Bankfull Elevation) for Wilson Creek. The repair for Public and Med Evac Areas will include specifications for repair and/or

replacement of approximately 720 linear feet of damaged, wooden spit rail fence, one metal pedestrian gate/entrance, and one 20-feet width, metal double panel emergency vehicle entrance.

Tributary to Wilson Creek

An unnamed tributary (Tributary) to Wilson Creek flows through a culvert beneath BMBR and on to the Project Area. The Tributary was severely eroded by Helene and culverts providing access from the parking area were filled and damaged with sediment and debris and their headwalls and cover were eroded by tropical storm flows and flooding.

WithersRavenel will develop a repair and mitigation plan for the Tributary that incorporates repair and/or replacement of existing culverts based on Hydrologic and Hydraulic (H & H) modeling to determine appropriate culvert size. Natural channel design techniques will be used in the mitigation design that will reduce streambank slope, establish an accessible floodplain, incorporate native deep-rooted riparian vegetation, and provide a durable, resilient, and regenerative stream that does not require substantial maintenance by County staff.

Wilson Creek & Riparian Buffer

Wilson Creek and its riparian buffer were decimated by Helene. Unprecedented stream flow washed away riparian vegetation and simultaneously scoured some areas while depositing sediment and debris in others. WithersRavenel understands that the County desires to return the Wilson Creek streambank to a naturalized, resilient condition that supports wildlife, habitat, and the recreational uses that it provided pre-Helene. These goals will be accomplished by completing a stream condition assessment and designing a mitigation/restoration plan for the river-right streambank of Wilson Creek and an approximately 50-feet width riparian zone adjacent to the stream. Current natural design techniques will be used for this area that will promote ecological function, resilience, and a regenerative site while accommodating pre-Helene social access and uses.

Deliverables

The following documents are anticipated to be provided at various milestones for the Project Area Design:

- Basis of Design Engineering Report (ER) to document the methodologies, calculations, assumptions, standards, results and other relevant information.
- Design Drawings from schematic design to construction drawings, as applicable, prepared in AutoCAD Civil 3D at scales appropriate for the drawing intent.
- Project Manual as defined in the Engineers Joint Contract Document Committee (EJCDC) "EJCDC®C-700, Standard General Conditions of the Construction Contract."
- Opinion of Probable Construction Cost (OPCC).

The above deliverables are anticipated at the following milestones:

- Schematic Design (SD) to include ER, Design Drawings, and OPCC to support the development of a Project Worksheet (PW)/Scope of Work (SOW) for FEMA's approval. Up to three versions (initial and two revisions) are included in this scope of services.
- Design Development (DD) to include ER, Design Drawings, technical Specifications of the Project Manual, and OPCC for review/use by Client, FEMA, and permitting agencies. Up to two versions are included in this scope of services.

- Construction Documents (CD) to include ER, Design Drawings, Project Manual, and OPCC following approval of permitting agencies. Minimal comments are anticipated at this stage that will be addressed with the Bidding Package Submittal.
- Bidding Package submittal to include signed and sealed Construction Drawings and Project Manual for bidding.

Task 4. Environmental Permitting

- 401/404 permits as required for any impacts to jurisdictions waters.
- Threatened and Endangered Species Act requirements in support of FEMA submittals.
- The Consultant will conduct a delineation of the project area to identify jurisdiction wetlands, streams and/or surface waters in the vicinity of the Project Area. Features will be delineated using appropriate guidance from the USACE and NC DEQ DWR.
- The Consultant will review available data from the US Fish and Wildlife (USFWS), NC Wildlife Resource Commission (NCWRC) and NC Natural Heritage Program (NC NHP) to identify federally listed threatened and endangered species that could potentially occur within the Project Area. A pedestrian survey will be conducted to assess and map vegetative communities to identify potential habitat for federally listed species. A presence/absence survey will be conducted within potential habitat areas. The results of the survey will be included in the 404/401 application to facilitate the USACE consultation with the US FWS during the permit application review.
- The Consultant will prepare a 404/401 Preconstruction Notification (PCN) for the US Army Corps of Engineers (USACE) and supporting documentation for these submittals. This scope of work assumes the following permits and approvals will be required: USACE Nationwide Permit (NWP) and NCDWQ 401 Water Quality General Certification.
- Communicate with permit and resource agencies during the review period to identify comments/questions regarding site design, avoidance and minimization and mitigation requirements.
- Prepare and submit one (1) formal response to a request for additional information by either agency to facilitate issuance of the NWP.
- The Consultant will attend up to two (2) virtual meetings with Client and/or the design team, with each meeting lasting up to one (1) hour.
- If an NCDWR 401 application fee is required, the Consultant will make payment for the application fee and online payment convenience fee, which will be billed to the Client as a reimbursable expense.

Task 5. Floodplain Permitting

The Project Area is partially located within the regulated floodplain of Wilson Creek. WithersRavenel will prepare and submit a local floodplain development permit with supporting No-Rise documentation. At this

stage, it cannot be known if a CLOMR/LOMR would be required from FEMA. Therefore CLOMR/LOMR are excluded from this scope.

Task 6. Erosion Control Permitting

Erosion and sedimentation control measures will be designed, specified, and included in the Drawings to meet applicable regulatory requirements. Design will be in accordance with the requirements of the NCDEQ, NC Erosion and Sediment Control Planning and Design Manual, and applicable regulations.

Prepare and submit an erosion control application for erosion control permitting. Permitting fees are based on the disturbed area and will be billed to the Client as a reimbursable expense.

Task 7. Bidding Services

Upon receipt of written authorization from the Client, Consultant will perform the bidding services that include the following sub-tasks. This Task assumes two bidding cycles and a reevaluation of design for value engineering based on the first bidding cycle.

- Bid Advertisement
    - Assist the Client in advertising the Project for competitive formal bids. This will include preparing the "Advertisement" for use by the Client for advertising in local newspapers, plan rooms, and the Client's website.
    - Provide Client electronic copies of construction documents for advertisement and bidding.
- Pre-Bid Meeting
    - Conduct a Pre-Bid Meeting In-Person with Client, NCDWI, prospective bidders, and material suppliers. Consultant will prepare the agenda, take notes, and prepare a summary report of the meeting for distribution.
    - Manage the project addendums. After the Pre-Bid meeting, Consultant will issue an Addendum with the Pre-Bid Meeting Summary. During the bidding phase, Consultant will issue additional addenda as deemed necessary by Consultant and/or the Client.
- Bid Opening, Tabulation and
    - Attend the bid opening (Virtual and In-Person), prepare the bid tabulation documents, open bids and read into record as well as discuss the bid results with the Client.
    - Tabulate the bids and issue an opinion to the Client as to the lowest responsive responsible bidder for the project.
- Provide one additional re-bid services if warranted.

Deliverables

- Advertisement
- Construction Documents
- Pre-Bid Meeting and Addendums
- Bid Opening
- Bid Tabulation and Recommendation of Award

Task 8. Construction Administration

As construction administration and review services are requested by the Client, Client agrees that such administration, review, or interpretation of construction work or documents by Consultant shall not relieve any contractor from liability in regard to its duty to comply with the engineering standards for the Project and shall not give rise to a claim against a contractor's failure to hold in accordance with the applicable plans, specifications or standards.

- Execution of the Construction Contract
    - Assemble the contract documents for and assist the Client with the execution process between the Contractor and the Client.
- Pre-Construction Conference
    - Conduct a Pre-Construction Conference (Virtual and In-Person). At the pre-construction conference, procedural guidelines and specific Project requirements will be discussed with the Contractor. Among the items to be addressed are correspondence distribution, shop drawing and scheduling procedures, Notice-to-Proceed date, critical schedule requirements, payment procedures, staging areas, emergency procedures, survey control requirements, quality control procedures and requirements, and coordination with quality assurance testing. Consultant will prepare and provide a meeting summary to the Client and the Contractor. The Contractor shall be responsible for providing its Sub-Contractors with the meeting notes.
- Construction Contract Administration. Consultant will act on behalf of the Client and act as its representative for the estimated construction period. Consultant will provide contract administration required for the Project, including:
    - Carry out the duties and responsibilities as Consultant as stated in the General Conditions and Supplemental Conditions of the construction contract.
    - Administer the construction contract, respond to Contractor correspondence, issue instructions from the Client, and maintain a complete document file for the Project.
    - Maintain documents including but are not limited to correspondence, quality control procedures, daily observation records, shop drawing schedule, shop drawing and submittal log, change orders, scheduling, Project meetings, costs and disbursement data, and progress reports.
    - Supervise and manage the work performed by the Resident Project Representative (RPR) during construction.
- Progress Meetings/Site Visits
    - During the estimated construction period, Consultant will hold monthly progress meetings (Virtual and In-Person) from Notice-to-Proceed through Substantial Completion. In these meetings, the Client, Consultant, and the Contractor will address such items including but not limited to schedules, coordination problems, design issues, construction issues, pending

change orders, outstanding shop drawings and other submittals, procurement delays, material or construction issues, and other issues related to completion of the Project. This is assumed to be monthly site visits/construction progress visits, assuming two (2) hours on site plus travel time for each visit for the estimated construction period.

  - Based on on-site observations by Consultant and RPR, Consultant will keep the Client informed of the progress of the work and may recommend to the Client to disapprove or reject work that does not conform to the Contract Documents.

- Shop Drawings and Submittals Review
  - Consultant will review and respond to Shop Drawings and submittals which the Contractor is required to submit for conformance with the design concept and compliance with the information given in the Contract Documents; Consultant will transmit one copy (Hardcopy or Digital) of shop drawings to the Client with written comments. Included in the shop drawing review is the assessment of alternates proposed by the Contractor. Alternate requests will be reviewed for conformance with the Contract Specifications. This subtask assumes the review and response to up to ten (10) sets of Shop Drawings and up to two (2) reviews and responses to other submittals.
- Review Pay Requests
  - Based on the on-site observations, information provided by the RPR, and review of the applications for payment and the accompanying data and schedules, Consultant will assess the percentage of Project completion by the Contractor and recommend payments to the Contractor in the appropriate amount. This subtask assumes the review and approval of monthly pay applications for the estimated construction period.
  - By recommending payment, Consultant shall not thereby be deemed to have represented those observations made by Consultant to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or have involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. Neither Consultant's review of Contractor's Work for the purposes of recommending payments nor Consultant's recommendation of any payment including final payment will impose on Consultant's responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- Change Orders and Time Extensions
  - Consultant will provide contract administration services in connection with changes to the construction contract that reflect minor changes or deletions requested by the Client,

Consultant, or the Contractor. The consultant will maintain a listing of additional costs and credits as a result of change orders. The client agrees to review change orders prepared by Consultant and issue a directive on its opinion of the change order in writing. Larger changes or claims asserted by the Contractor and/or redesigns, analyses, or evaluation that are beyond the scope of this Scope of Services or required through no fault of Consultant, requested by the Client or Contractor, shall be considered Additional Services. This subtask assumes the review and approval of up to five (5) change orders.

- Final Walk-Through and Certification
    - Consultant will conduct a walk-through review with the Contractor and the RPR to determine if the Project has reached substantial completion and prepare a punch list of work items needed to meet final completion. After the Contractor has addressed the items in the punch list, Consultant will conduct one final walk-through review to determine if the work is acceptable and is in substantial conformance with the drawings and specifications to the best of Consultant's knowledge. Once Consultant and Client deem the work to be acceptable and in substantial conformance with the drawings and specifications (to the best of Consultant's knowledge), Consultant can provide written notice of such to the Client. Additionally, Consultant can recommend final payment to Contractor as appropriate. Additionally, Consultant can certify that the Project was built within substantial conformance with the drawings and specifications (to the best of Consultant's knowledge), but only if:
        - Consultant has been allowed to observe construction activities, startup, and testing which he deems appropriate.
        - Consultant determines that his observations support that the construction was carried out satisfactorily.
        - Known nonconforming construction has been satisfactorily corrected.
- Standards of Performance
    - Consultant shall not at any time supervise, direct, control, or have authority over any Contractor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. Consultant shall not be responsible for the acts or omissions of any Contractor.
    - Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Construction Contract Documents. Consultant shall not be responsible for any

decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Consultant or its Consultants.

Task 9. Construction Observation (Hourly)

Consultant can provide Resident Project Representative (RPR) as an optional service to the Client for the estimated construction period. The duties are as follows:

- Observe if the construction is proceeding according to the Drawings and Specifications.
- Document the work in daily field observation reports.
- Document weather conditions as well as the ability of the Contractor to perform the work.
- The task assumes that part time observation of approximately sixteen (16) hours per week for the estimated construction period at the current rate will be required during most of the project and for critical stages. Non-critical stages of construction that include activities such as clearing, stripping, erosion and sediment control, miscellaneous grading, and seeding, when only periodic observation may be warranted.

Consultant has no control over inclement weather, the sequence, productivity, and, most importantly, the timing with which the Contractor will complete the work, and thus the number of field observation hours may differ from the hours estimated. Consultant will only be paid for the actual number of RPR hours worked. A day-by-day log will be kept of RPR hours so that the Client can track the expenditure of these hours. If conditions of the Contract or the scope of the work defined in the Contract between the Contractor and the Client is modified, such that the contract time is extended, then Consultant reserves the right to negotiate an increase in the budget for this task.

If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services is impaired, or Consultant's services are delayed or suspended, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.

Task 10. Project Close-out

Consultant can provide Resident Project Representative (RPR) as an optional service to the Client.

- Prepare Record Drawings. Using redline drawings, construction survey, and other information prepared by the Contractor, Consultant will prepare Record Drawings for the Project and submit one (1) copy (Hardcopy or Digital) to Client. Redline and as-built data will be compared to RPR information. WithersRavenel will contact the contractor to resolve inconsistencies between provided data and RPR information.
- Assist Client with documentation for FEMA Project Close-out.

D. Exclusions/Additional Services

Services that are not included in Section C or are specifically excluded from this Agreement (see below) shall be considered Additional Services if those services can be performed by WithersRavenel and its agents if requested in writing by the Client and accepted by WithersRavenel. The following list is not all inclusive and the Scope of Services defines the services to be provided by WithersRavenel for this project. Additional

services shall be paid by the Client in accordance with the Fee & Expense Schedule outlined in Exhibit II. The exclusions are described below but are not limited to the following:

General

- All plan submittal, review, or permitting fees;
- Any work previously provided in other proposals;
- Any other services not specifically listed within Section C;
- Additionally required debris sampling and analytical costs;
- Changes in 404, 401, and FEMA permitting requirement or consultation with regulatory agencies, commissions or services;
- Any Value Engineering evaluation following bidding;
- Any work previously provided in other agreements;

E. Client Responsibilities

The following items will be provided by the Client and WithersRavenel will rely upon the accuracy and completeness of this information:

- General:
  - Provide representative for communications and decisions;
  - Coordination and designation of a primary contact for architect, contractor, and other consultants engaged by the Client;
  - Preferred media platforms for communications with the Client;
  - Provide in writing, any information as to Client's requirements for design;
  - Provide any information needed to complete the Project not specifically addressed in the Scope of Services;
  - Provide all available information pertinent to the Project, including any GIS information, reports, maps, drawings, and any other data relative to the Project;
  - Examine all agreements, reports, sketches, estimates and other documents presented by the Consultant and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of the Consultant;
  - Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project or the services of Consultant;
  - Attend Town or City meetings as required/needed;
  - Provide access to property for Consultant and subconsultants;
  - Discussions/negotiations with adjacent landowners;
  - Acquire all off-site utility and/or construction easements required for this Project;
  - Manage and coordinate the work of any subconsultants/subcontractors that are not directly subcontracted through the Consultant;
  - All submittal, review, or permitting fees associated with the Project;
  - Any legal representation requiring an attorney at law.
- Project Specific:
  - Funding administration with FEMA.
- Construction Specific:
  - Arrange a pre-construction conference with the contractor, Client, Consultant, and other design professionals for the final Project coordination prior to the commencement of construction;
  - Provide direction and payments to contractors;

- Coordination with contractor on scheduling or fulfillment of its responsibilities;
- Distribution of approved plans and permits to contractor.

F. Compensation for Services

WithersRavenel proposes to provide the Basic Services outlined in Section C on a lump sum or hourly basis with budgets as shown below plus reimbursable expenses in accordance with Exhibit II. The amounts set forth below have been determined based on the nature, scope and complexity of the Project as represented in the information provided to WithersRavenel by Client prior to submittal of this agreement; subsequent changes thereto may result in additional fees.

Task No.	Task Name	Fee
Task 2	Project Management	$20,450
Task 1	Existing Conditions Topographic & Partial Boundary Survey	$14,900
Task 2	Repair and Mitigation Design	$74,200
Task 3	Environmental Permitting	$36,300
Task 4	Floodplain Permitting	$18,200
Task 5	Erosion Control Permitting	$13,300
Task 6	Bidding Services	$12,100
Task 7	Construction Administration	$28,600
Task 8	Construction Observation (Hourly)	$16,800
Task 9	Project Close-out	$16,800
EXPEN	Reimbursable Expenses (As-needed)	$2,000
	Total	$253,650

(Hourly) Denotes hourly tasks. The fee budgets represented with hourly tasks are good faith estimates of what can be reasonably expected during the performance of this contract.

Invoices will be issued monthly, based on the percentage of completion for each lump sum task and the hourly rate for WithersRavenel personnel in accordance with Exhibit II for hourly tasks, as accomplished during the billing period. Payment is due upon receipt of invoice.

The above fees are based on the estimated timelines noted in Section B. Any adjustments to those timelines may result in additional fees.

Consultant may alter the distribution of compensation between individual Tasks noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Client.

The attached Exhibit II, Fee & Expense Schedule, is based on Consultant's rates as of the date of this agreement and may be subject to change for hourly tasks and any Additional Services that occur after any adjustments to such rates go into effect.

G. Acceptance

This agreement is valid 60 days from the date it is transmitted to Client. Receipt of an executed copy of this agreement will serve as the written Agreement between WithersRavenel and Caldwell County. All Exhibits identified after the signature blocks below, including the Standard Terms and Conditions (Exhibit I) and the Fee & Expense Schedule (Exhibit II), are incorporated herein and are integral parts of the Agreement.

OFFERED BY:

WithersRavenel



June 27, 2025
Signature Date

Joel Lenk, P.G.
Name

Senior Project Manager
Title

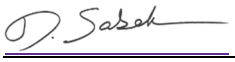
ACCEPTED BY:

Caldwell County

Signature Date

Jimmy Harrison
Name

Deputy County Manager
Title



June 27, 2025
Signature Date

Dori Sabeh, PE, GISP
Name

Director of Stormwater
Title

PREAUDIT STATEMENT: *This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act (NC G.S. 159-28(a)).*

Signature of Finance Officer: _____

Printed Name: _____

Date: _____

Attachments:

Exhibit I- Standard Terms and Conditions
Exhibit II- Fee & Expense Schedule
Exhibit A- FEMA Provisions

Exhibit I
Standard Terms and Conditions

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions, which form an integral part of the Agreement. By accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. **Payment:**

   a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.

   b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement. If Consultant initiates legal proceedings to collect the fees owed, Consultant shall also be entitled to recover the reasonable expenses of collection including attorney's fees.

2. **Notification of Breach or Default:** The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission, or inconsistency arising out of CONSULTANT's services or any other alleged breach of contract or negligence by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency, or breach, shall constitute a waiver by CLIENT of all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency, or breach. Emails shall be considered adequate written notice for purposes of this Agreement.

3. **Standard of Care:** CONSULTANT shall perform its services in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the Project. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

4. **Waiver of Consequential Damages/Limitation of Liability:** CLIENT agrees that CONSULTANT's aggregate liability for all claims that may be asserted by CLIENT is limited to $50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

5. **Representations of CLIENT:** CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

6. **Ownership of Instruments of Service:** All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all plans and specifications.

7. **Change Orders: CONSULTANT** will treat as a proposed change order any written or oral order (including directions, instructions, interpretations, or determinations) from CLIENT which requests changes in the Agreement or CONSULTANT's Scope of Services. If CONSULTANT accepts the proposed change order, CONSULTANT will give CLIENT written notice within ten (10) days of acceptance of any resulting increase in CONSULTANT's fees.

8. **Opinion of Cost/Cost Estimates:** Since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of CONSULTANT'S experience and qualifications and represent its reasonable judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes assurances as to the amount of any costs, CLIENT shall employ an independent cost estimator to make such determination.

9. **Assignment and Third Parties:** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other, which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

10. **Project Site:** Should CLIENT not be owner of the Project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend, and hold harmless CONSULTANT against any claims by the CLIENT, the owner of the site, or persons having possession of the site which are related to such alteration or damage.

11. **Access to Site:** CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out its services.

12. **Survival:** All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations of liability, and CONSULTANT's rights and remedies with respect thereto, shall survive completion, expiration or termination of this Agreement.

13. **Termination:** Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

14. **Severability:** If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by applicable law.

15. **No Waiver:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be

construed as a waiver of any future default, whether like or different in character.

16. **Merger, Amendment:** This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all negotiations, written and oral understandings between the parties are integrated and merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

17. **Unforeseen Occurrences:** If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18. **Force Majeure:** Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, pandemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19. **Safety:** CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT'S own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents, or employees.

20. **Dispute Resolution/Arbitration:** Any claim or other dispute arising out of or related to this Agreement shall first be subject to non-binding mediation in accordance with the then-current Construction Industry Mediation Procedures of the American Arbitration Association ("AAA"). If mediation is unsuccessful, such claim or other dispute shall be subject to arbitration in accordance with the AAA's then-current Construction Industry Arbitration Rules. Any demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. CLIENT agrees to the inclusion in such arbitration (whether by initial filing, by joinder or by consolidation) of any other parties and of any other claims arising out of or relating to the Project or to the transaction or occurrence giving rise to the claim or other dispute between CLIENT and CONSULTANT.

21. **Independent Contractor:** In carrying out its obligations, CONSULTANT shall always be acting as an independent contractor and not an employee, agent, partner, or joint venture of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees, or agents to perform their work properly or correctly.

22. **Hazardous Substances:** CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project site or the person in charge of the Project site or undertake responsibility for reporting to any federal, state, or local public agencies, any conditions at the Project site that may present a potential danger to the public, health, safety, or environment except where required of CONSULTANT by applicable law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site. Except to the extent that CONSULTANT has negligently caused such pollution or contamination, CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of services under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination if the fault (as defined in N.C.G.S. 22B-1(f)(7)) of CLIENT or its derivative parties (as defined in N.C.G.S. 22B-1(f)(3)) is a proximate cause of such claim or liability.

23. **Choice of Law:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

24. **Construction Services:** If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the applicable plans, specifications, and standards for the Project, and shall not give rise to a claim against CONSULTANT for contractor's failure to perform in accordance with the applicable plans, specifications or standards.

25. **Field Representative:** If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees, or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

26. **Submittals:** CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques, or procedures of construction, including but not limited to, safety requirements.

WithersRavenel
Our People. Your Success.

Exhibit II
Fee & Expense Schedule

Description	Rate
Engineering, Landscape Architecture & Planning	
Construction Project Professional	$ 160
Construction Manager I	$ 165
Construction Manager II	$ 180
Senior Construction Manager	$ 205
CAD Technician I	$ 110
CAD Technician II	$ 125
Senior CAD Technician	$ 150
Designer I	$ 140
Designer II	$ 160
Senior Designer	$ 180
Landscape Architect I	$ 160
Landscape Architect II	$ 185
Landscape Architect III	$ 205
Senior Landscape Architect	$ 230
Landscape Designer I	$ 140
Landscape Designer II	$ 150
Landscape Designer III	$ 155
Planning Technician	$ 125
Planner I	$ 135
Planner II	$ 155
Planner III	$ 180
Senior Planner	$ 190
Project Engineer I	$ 180
Project Engineer II	$ 190
Project Engineer III	$ 210
Senior Project Engineer	$ 245
Assistant Project Manager	$ 190
Project Manager I	$ 210
Senior Project Manager	$ 230
Resident Project Representative I	$ 110
Resident Project Representative II	$ 130
Resident Project Representative III	$ 145
Senior Resident Project Representative	$ 155
Staff Professional I	$ 95
Staff Professional II	$ 150
Staff Professional III	$ 165
Senior Technical Consultant	$ 270
Client Experience Manager	$ 245
Director	$ 265
Principal	$ 280
Zoning Specialist	$ 360
Project Coordinators	
Project Coordinator I	$ 100
Project Coordinator II	$ 120
Project Coordinator III	$ 130
Senior Project Coordinator	$ 140
Lead Project Coordinator	$ 150
Other	
Implementation Consultant	$ 160
Senior Implementation Consultant	$ 170

Description	Rate
Funding & Asset Management	
GIS Senior Specialist	$ 180
GIS Specialist	$ 160
GIS Technician	$ 105
GIS Analyst I	$ 130
GIS Analyst II	$ 145
GIS Project Manager	$ 180
F&AM Assistant Project Manager	$ 175
Intern I	$ 70
Intern II	$ 95
F&AM Project Consultant I	$ 130
F&AM Project Consultant II	$ 140
F&AM Project Consultant III	$ 145
F&AM Project Consultant IV	$ 150
F&AM Senior Project Consultant I	$ 160
F&AM Senior Project Consultant II	$ 165
F&AM Project Manager	$ 180
F&AM Principal	$ 280
F&AM Director	$ 250
F&AM Staff Professional I	$ 75
F&AM Staff Professional II	$ 125
F&AM Staff Professional III	$ 165
F&AM Staff Professional IV	$ 205
F&AM Senior Project Manager	$ 230
F&AM Senior Technical Consultant	$ 265
Geomatics	
Geomatics CAD I	$ 110
Geomatics CAD II	$ 130
Geomatics CAD III	$ 145
GIS Survey Technician I	$ 85
GIS Survey Technician II	$ 110
GIS Survey Technician III	$ 130
GIS Survey Lead	$ 145
Geomatics Project Manager I	$ 180
Geomatics Project Manager II	$ 190
Geomatics Project Manager III	$ 220
Geomatics Project Professional I	$ 160
Geomatics Project Professional II	$ 185
Geomatics Principal	$ 260
Geomatics Remote Sensing Crew I	$ 230
Geomatics Remote Sensing Crew II	$ 325
Geomatics Survey Crew I	$ 165
Geomatics Survey Crew II (2 Man)	$ 195
Geomatics Survey Crew III (3 Man)	$ 245
Geomatics Senior Manager	$ 230
Geomatics Survey Tech I	$ 65
Geomatics Survey Tech II	$ 100
Geomatics Survey Tech III	$ 130
Geomatics Survey Tech IV	$ 140
Geomatics Sr. Technical Consultant	$ 235
Geomatics SUE Crew 1	$ 195
Geomatics SUE Crew 2	$ 275

Description	Rate
Environmental	
Environmental Technician I	$ 90
Environmental Technician II	$ 105
Environmental Technician III	$ 110
Environmental Senior Technician	$ 125
Environmental Project Geologist I	$ 160
Environmental Project Geologist II	$ 175
Environmental Project Geologist III	$ 200
Environmental Senior Project Geologist	$ 220
Environmental Assistant Project Manager	$ 175
Environmental Project Manager	$ 200
Environmental Senior Project Manager	$ 220
Environmental Director	$ 250
Environmental Project Engineer I	$ 160
Environmental Project Engineer II	$ 175
Environmental Project Engineer III	$ 200
Environmental Senior Project Engineer	$ 220
Environmental Principal	$ 280
Environmental Project Scientist I	$ 160
Environmental Project Scientist II	$ 175
Environmental Project Scientist III	$ 200
Environmental Senior Project Scientist	$ 220
Environmental Scientist I	$ 115
Environmental Scientist II	$ 140
Environmental Scientist III	$ 150
Environmental Geologist I	$ 115
Environmental Geologist II	$ 140
Environmental Geologist III	$ 150
Environmental Professional I	$ 115
Environmental Professional II	$ 140
Environmental Professional III	$ 150
Environmental Senior Technical Consultant	$ 245
Administrative	
Administrative Assistant	$ 70
Administrative Assistant I	$ 90
Administrative Assistant II	$ 100
Administrative Assistant III	$ 110
Marketing Administration I	$ 100
Marketing Administration II	$ 130
Director of Marketing	$ 160
Office Administration	$ 75
Office Administrator I	$ 130
Office Administrator II	$ 135
Office Administrator III	$ 140
Expenses	
Bond Prints (Per Sheet)	$ 1.75
Mylar Prints (Per Sheet)	$ 11.00
Mileage	Per IRS
Delivery – Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 14, 2025	Emergency Services	

AGENDA ITEM # 11

Purchase of First Watch Software

BACKGROUND

This budget revision allows for the purchase of First Watch software for EMS

RECOMMENDED MOTION

Approve Budget Revision

BUDGET IMPACT

Paid from fund balance in the general fund and opioid fund.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Budget Revision- First Watch Software Purchase

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:
This budget revision allows for the purchase of the First Watch software for EMS, Opioid fund and Comms.

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
45.4650.397000	Fund Balance App	I	$	96,675.00	45.4650.451000	Equipment	I	$	96,675.00
10.9800.397000	Fund Balance App	I	$	41,260.00	10.9000.451000.4600	Equipment	I	$	40,260.00
					10.9000.451000.4603	Equipment	I	$	1,000.00
Total				**137,935.00**	**Total**				**137,935.00**

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

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

Staff Recommendation:

Board Action:

Department Head	Date	Finance Director	Date	County Manager	Date
			07/03/25		

Anthony (Tony) Helton

From: Trevor Key
Sent: Wednesday, July 2, 2025 5:22 PM
To: Anthony (Tony) Helton
Subject: FirstWatch Budget Revision
Attachments: Caldwell County Emer Svcs_2DS(CS CAD, ESO ePCR), Tgrs, P+, IDV, AA to FW, FirstPass, Rpt Dev Hrs_030725.pdf

FirstWatch is a CAD & ePCR Data Monitoring, Alerting, Situational Awareness and Quality Improvement System that will benefit EMS, Communications, Public Health & Law Enforcement.

FirstWatch turns raw data into meaningful information, helping agencies improve situational awareness, operational performance and clinical patient outcomes. The system does this by securely capturing, translating and transmitting information about their 9-1-1 callers, patients and systems via FirstWatch triggers all in real-time.

It has two payment options, I assume we would do all at once. The breakdown is listed in the email below. We can pay the bulk from opioid funds, however if we get into the details, the appropriate way would be to break it down as noted below as the $40,260 Clinical QI Module and $1000 Academy Analytics for Communications would not be relevant to opioid funds.

Breakdown as projected in Budget-
Opioid- $96,674.50
EMS- $40,260.00
Comms- $1,000

Annual Support (Next Budget Year & Beyond)
$22,794.98 + 5% annual Increase
Opioid- $15,034.98
EMS- $7,260
Comms- $500

Trevor C. Key
Emergency Services Director
Caldwell County Emergency Services
P.O. Box 2200
Lenoir, NC 28645
o(828)757-1328
m(828)260-6659
tkey@caldwellcountync.org

CAD & ePCR Data Monitoring, Alerting, Situational Awareness and Quality Improvement System

FIRST WATCH
Helping the Helpers

FirstWatch Solutions, Inc.
2035 Corte Del Nogal, Suite 101
Carlsbad, California 92011 USA
Phone: 760-943-9123 Fax: 760-268-0922
Atten: Phil Davis, Regional Manager (727.432.2312)

New System Quote

Customer Information:

Name: **Trevor Key, Emergency Services Director**
Organization: **Caldwell County Emergency Services**
Address: **P.O. Box 2200**
City, ST Zip: **Lenoir, NC 28645**
Phone: **(828)260-6659**
Email: **tkey@caldwellcountync.org**

Quote Information:

Date: 3/7/2025
Expiration Date: 9/3/2025

EMS Call Volume: 14,000
Population: 80,500

Qty	Description	Unit Price	Item Total
	FirstWatch System (FW) w/ Primary Data Source 1 (DS1) - ESO ePCR		
1	(DS1) System License - ePCR	$18,736.00	**$18,736.00**
1	(DS1) Annual Support & Maintenance	$4,121.92	**$4,121.92**
1	Installation / Configuration	$3,500.00	**$3,500.00**
1	(DS1) Data Source Integration	$7,500.00	**$7,500.00**
1	(DS1) Training / Trigger Consultation	$5,500.00	**$5,500.00**
1	(DS1) Project Management	$5,500.00	**$5,500.00**
		Sub-total	**$44,857.92**
	Data Source 2 (DS2) - Central Square ?? CAD		
1	(DS2) System License - CAD	$14,989.00	**$14,989.00**
1	(DS2) Annual Support & Maintenance	$3,297.58	**$3,297.58**
1	(DS2) Data Source Integration	$7,500.00	**$7,500.00**
		Sub-total	**$25,786.58**
	Triggers & Report Development		
20	Standard FirstWatch Triggers (Included with new system)	$0	**$0**
20	Standard FirstWatch Triggers	$400.00	**$8,000.00**
20	Standard FirstWatch Triggers Annual Support & Maintenance	$200.00	**$4,000.00**
40	Customized FirstWatch Reports Development	$225.00	**$9,000.00**
40	Customized FirstWatch Reports Annual Support & Maintenance	$49.50	**$1,980.00**
		Sub-total	**$22,980.00**
	Interactive Data Visualization Module (IDV)		
1	IDV Module (Included with new system)	$0	**$0**
1	IDV add-on (Requires a Trigger - either new or existing)	$2,500.00	**$2,500.00**
1	IDV Annual Support & Maintenance	$550.00	**$550.00**
		Sub-total	**$3,050.00**
	Performance Plus Module (PP)		
1	Performance Plus Module (Included with new system)	$0	**$0**
		Sub-total	**$0.00**
	Academy Analytics - (Purchased separately via contract w/PDC)		
1	Academy Analytics to FirstWatch Data Integration	$1,000.00	**$1,000.00**
1	Academy Analytics to FirstWatch Data Integration Annual Support & Maint	$500.00	**$500.00**
		Sub-total	**$1,500.00**
	FirstPass Clinical QI Module (FP)		
1	FirstPass Module - Standard - Single ePCR & Agency OR Multi-Agency	$33,000.00	**$33,000.00**
1	FirstPass Module Annual Support & Maintenance	$7,260.00	**$7,260.00**
0	Custom Protocol (beyond the basic bundle)	$1,500.00	**$0.00**
0	Custom Protocol Annual Support & Maintenance	$330.00	**$0.00**
		Sub-total	**$40,260.00**
		Total of Items Above (in USD)	**$138,434.50**

FirstWatch offers the following payment option choices for your consideration

Option #1 - 'Software as a Service' Payments

New System 'Software as a Service' Start-up Services & 1st Month Subscription Fee - Total:	**$47,330.46**
Monthly Subscription Fee:	**$3,497.13**

- OR -

Option #2 - Payment of All Year One Fees

New System (Payment of All Year One Fees) - Total:	**$138,434.50**

Estimated Annual Support & Maintenance beyond Year 1 (not applicable to Software as a Service option above)

Estimated Annual Support & Maintenance for Year 2 (based on a 5% annual increase):	**$22,794.98**
Estimated Annual Support & Maintenance for Year 3 (based on a 5% annual increase):	**$23,934.72**

Important Project Notes

NOTE: If Customer's data from CAD, ePCR, RMS (or other system(s)) is to be provided to FirstWatch via another Vendors Hosted Environment, fees payable to that Vendor (not reflected/included in this project quote) may be required. FirstWatch recommends that the Customer learn about options and costs associated with their Hosted Vendors approach & process - as fees will likely be required by Vendor to establish data feed/connection into FirstWatch.

If customer plans to switch Vendor for CAD, ePCR or RMS (other data system) from existing data interface feeding into FirstWatch, in addition to the Data Source Interface fee of $7,500, additional work & fees will be required to convert specialized system enhancement modules such as FirstPass, OCU as well as Complex Triggers & Customized Reports, all of which can be Price upon Request (in advance). Also, when Customer selects a new Vendor (for CAD, ePCR or RMS (other data system)), FirstWatch highly recommends a minimum of 90-day advanced notice so as to provide quote for work required, as well as to allow FirstWatch enough lead time to plan conversion work prior to new system cut-over. Additional Details about Proposed Project and Data Source Interfaces and Changes are outlined on Page 2. All Fees Quoted are in US Dollars (USD).

NOTE: Academy Analytics Dashboard is 'powered by FirstWatch' - but quoted and sold by Priority Dispatch Corp (PDC). Please contact your PDC Rep (or let FW know & we'll assist with making that connection) in order to request a quote for Academy Analytics. Once AA is LIVE, the FW to AA interface (quoted above) can be enabled to bring your ProQA/AA data into FirstWatch / FirstWatch Triggers (data analysis / data visualizations) and also be used as include/exclude data filter criteria for analysis and automated alerts via FirstWatch.

Please see Page 2 for Additional Information

Thank you for the opportunity to present this quote.

To authorize FirstWatch to proceed with proposed enhancements, please send PO or signed copy (all pages) back to:
Fax - Sales @ (760) 268-0922 or Email - pdavis@firstwatch.net

Accepted: _____

Title: _____

Date: _____

Caldwell County Emergency Services
'New System Quote' - 03/07/2025 - Additional Information

General Project Information

FirstWatch has worked diligently to keep pricing 'fair and reasonable,' as well as in developing a REMOTE approach to FirstWatch software sales, presentation, deployment, installation, data interface, system configuration and training; as such we have NOT included any fees for travel associated with this project. If travel is requested / required by customer, customer will be asked to pay for all travel-related expenses (e.g., transportation, accommodations, food) incurred by FirstWatch at the request of customer and approved by customer in advance, for Software-related services such as on-site installation, training, customization, integration, support and maintenance.

This quotation is valid for 180 days from creation as noted on the top of page 1. For additional information or questions please contact the FirstWatch Representative also noted on the top of page 1.

Payment Option - New System Standard Purchase

This traditional software license payment program option includes all Year 1 project fees, with a typical project payment breakdown based upon the following project milestones: 50% of all Year 1 project fees payable at software license execution; 40% payable at system installation & Go Live of the Base FirstWatch System (typically DS1 & All Calls Trigger for DS1) and remaining balance (10%) payable at Acceptance of Base System functionality.

Payment Option - Software as a Service (Monthly Subscription)

Software as a Service (SaaS) / Monthly Subscription Fee acquisition option offers a flexible, (pay-over-time style) payment program which offers a lower upfront investment requirement and is designed to help "operationalize" FirstWatch deployment costs over a number of years (not just Year 1). This SaaS payment program requires one initial payment which includes (all fees to install, configure, train and project manage the quoted products and services) and offers a monthly payment plan going forward. The fixed, ongoing monthly subscription payment includes all FirstWatch fees (including recurring annual support and maintenance).

FirstWatch - Primary Data Source #1 (ESO ePCR)

Preliminary project pricing (in US Dollars, which does not include taxes or externally imposed fees), as outlined on page 1, is for a single FirstWatch remote-client system installed on client provided PC / Server / Virtual Server (configured to FirstWatch specifications and integrated with Data Source's outlined on page 1) using ODBC or client provided data push configuration to move data to the FirstWatch Data Centers. Preliminary pricing is based on customer provided annual call volume / annual patient encounters noted on page 1 (plus/minus 20%).

Primary FirstWatch System Data Source (DS1) is the first data source integration/interface to be made, regardless of type (CAD, ePCR, RMS, etc.). All Data Source Interfaces proposed on page 1 (DS1, DS2, DS3, etc.) are priced based on data availability via the same network and using the standard FirstWatch approach. Configurations outside standard FirstWatch approach (as outlined above) may require additional costs and may not include all functionality. All Data Analysis (including GIS mapping) is done within the FirstWatch Data Centers and is based on analyzing a subset of data elements present within client's database and will likely not contain every available data element. Interface will commonly include information related to location, times, symptoms, treatment and responses, but may include other available elements.

Unless quoted differently, this FirstWatch thin-client deployment includes: Twenty (20) Regular FirstWatch Triggers. Default FirstWatch thin-client deployment also includes access for (50) Simultaneous users. Additional Triggers or Simultaneous User accounts may be purchased at anytime. Trigger and Simultaneous User account fees recur annually and will be billed as separate line item on Annual Maintenance and Support invoice.

FirstWatch Training & Trigger Consultation includes up to 10 hours of Remote (online) FirstWatch Training & Trigger Configuration / System Orientation sessions.

FirstWatch Enhancement Modules are NOT included with Standard FirstWatch and instead are priced separately (if needed) based upon customer request. FirstWatch Enhancement Modules require Standard FirstWatch deployment be in place first. FirstWatch Enhancement Modules may require additional Triggers (like Online Compliance Utility - OCU) and Triggers for FirstWatch Enhancement Modules will appear as a separate line item in the Additional Options & Enhancement Modules Section of Worksheet on Page 1, or elsewhere on FirstWatch System Enhancement Quotes. At this time, the following FirstWatch Enhancement Modules are offered as System Enhancements / Upgrades (and require additional fees initially and annually recurring support fees): Performance PLUS, FW FTP Data Mover, Online Compliance Utility (OCU), FirstPass (FP), Demand Analysis, EMS Transport / Hospital Status Dashboard tool, Patient Transfer of Care (TOC) tool, Resource Planner, Fire Operations & Accreditation Module (FOAM), Interactive Data Visualization (IDV), Billing Analytics Module (BAM) and Upgraded SQL Reporting Services tools, features, assistance or automated report distribution functionality.

This quote does not include allowance for any potential costs / fees (directly) payable to ESO in order for them to provide FirstWatch with a full and comprehensive data set which is required for FirstWatch to perform the quality monitoring expected from this ePCR Data Source. FirstWatch recommends that you discuss this project and any potential associated fees directly with ESO to fully understand their potential cost of this Data Source interface and ongoing process.

FirstWatch - Data Source #2 (Central Square ?? CAD)

This Data Source has a minimum prerequisite of a base FirstWatch system that includes Data Source #1. Should additional Triggers or customized Reports be needed for this Data Source or you need additional information, please notify the FirstWatch representative shown at the top of page 1.

FirstWatch - Standard Triggers

Standard FirstWatch triggers are defined as: existing (commercially available) FirstWatch trigger technology that does not require any custom programming. Regular triggers are based on existing functionality, related to existing data sources and data structures. Triggers requiring custom programming are considered non-standard or custom triggers and may have additional cost associated, which will be based on the estimated development efforts. Regular triggers are generally based on Syndromic Surveillance, Operational/Performance, or Situational Awareness monitoring. Details available upon request...or see Regular Trigger definition document for more details.

FirstWatch - Report Development

FirstWatch has used its best effort in estimating the number of Report Development hours required for this project. Depending upon the complexity of actually developing & testing the aforementioned report, additional report development hours may be required (at additional cost) above & beyond estimated hours provided on this quote. If cancellation of Report occurs after customer's authorization to begin (by signing and returning this quote sheet or issuing a P.O. to FirstWatch), customer will be responsible for all costs associated with actual work completed prior to cancellation notification to FirstWatch. Again, please note that ALL Report Development hours quoted are are actually always ESTIMATED based on best effort of FW team, along with customer input and accurate description of report needs/objectives (purpose).

When customer has FirstWatch Customized Reports and switches to new CAD, ePCR, RMS (or other data system); a quote will be provided for the required Report Re-Configuration. This is in addition to a $7,500 fee for each new Data Source Interface required (one each for new CAD, ePCR, RMS, etc.). Report Re-Configuration and data mapping, testing & validation is needed to confirm that all FirstWatch Report generation processes are functioning correctly against all new data sources.

FirstPass- w/ Standard Protocol, Clinical Triggers and Reports Bundle

FirstWatch System Enhancement: ADDING FirstPass ('FP') enhancement module to existing FirstWatch Base System. Please NOTE: the FirstPass enhancement module requires a data source interface into ePCR data system. FirstPass is a smart queue based QA/QI tool which includes a Recommended Base Bundle of (6) Standardized FirstPass Protocols (included with enhancement module) for: STEMI, Stroke, Cardiac, Trauma, Airway and Universal. These protocols are designed to provide measures against predefined, evidence based quality metrics. While the initial 6 protocols included in the bundle are preconfigured, the customer agency will also have the ability to add or vary unique metrics specific to their locality. Report Development Hours for Standardized/Base FirstPass Reports are included in the Bundle pricing; and will be based upon the above Standardized/Base FirstPass Protocols. Future Reports may offer simple overviews on; Protocol Deviation within the context of overall system (or individual) performance, Benchmarking and Paramedic Scorecards – all developed against the Standardized Protocols in the Bundle. Additional FirstPass Protocols, Reports and Clinical Triggers can be added (at additional cost initially/annually) and will be priced upon request. Please see Regional Manager for additional information.

When customer has FirstWatch FirstPass enhancement module LIVE and switches to new ePCR system; a FirstPass Re-Configuration Fee of up to $12,000 will be required to modify and validate FirstPass protocol tests and automated queue-based processes and FirstPass reports against customers new ePCR system data. This is in addition to a $7,500 new Data Source Interface fee (for total of $19,500).

Annual Support & Maintenance (ASM)

Annual Support recurs annually and includes: system enhancements, updates and patches, 24/7 urgent technical support, business hour support for routine issues and guidance with configuration of your FirstWatch System. Support fees increase annually. Annual Support fee increase is projected (for budget purposes) at 5% per year.

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 14, 2025	Administration	

AGENDA ITEM # 12

Sheriff's Office- Kids Camp Funding

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Budget Revision- Sheriff's Kids Camp

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:

This budget revision adds $2,500 to the budget for the sheriff's office to help with funding the Kids Camp.

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

SUPPLEMENTAL APPROPRIATION

Line Item #	Title	I/D		Amount	Line Item #	Title	I/D		Amount
10.9800.397000	Fund Balance App	I	$	2,500.00	10.4318.426000	Supplies	I	$	2,500.00
Total				**2,500.00**	**Total**				**2,500.00**

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
			07/08/25		

Board of Commissioners Meeting
Agenda Item Summary

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

AGENDA ITEM # 13

Veteran's Services- Grant Funding Roll Over

BACKGROUND

The County received a grant payment in late June for Veteran's services. The money could not be spent prior to the end of the fiscal year. This budget revision appropriates those grant funds in the new fiscal year.

RECOMMENDED MOTION

Approve Budget Revision

BUDGET IMPACT

100% grant funds with no local match

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Budget Revision- Veterans Services Grant

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:

Veteran's Services department received a grant that was paid out in late June. The money was not able to be spent before the end of the fiscal year. This budget revision appropriates those funds so they can be spent in the new year.

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

SUPPLEMENTAL APPROPRIATION

Line Item #	Title	I/D		Amount
10.9800.397000	Fund Balance App	I	$	18,288.00
Total				**18,288.00**

Line Item #	Title	I/D		Amount
10.4191.426000.10207	Supplies	I	$	15,000.00
10.4191.431200.10207	Travel and Training	I	$	3,288.00
Total				**18,288.00**

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
			07/01/25		

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 14, 2025	Economic Development	

AGENDA ITEM # 14

Golden LEAF SITE Development Grant Application Approval

BACKGROUND

Golden LEAF's mission is to increase economic opportunity in North Carolina's rural, tobacco-dependent, and economically distressed communities. Golden LEAF recognizes that rural communities must have sites available for development to attract new businesses and create opportunities for existing businesses to expand. To address this need, Golden LEAF created the SITE Program. Through this program, they will support communities in identifying industrial sites, completing due diligence, extending public utilities, and conducting grading and clearing of industrial sites. Priority is given to counties that have been persistently economically distressed (as demonstrated by County Tier status determined by the N.C. Department of Commerce).

Staff request approval to apply for Golden LEAF SITE Development funds, which specifically will be used for the clearing and grading of the first identified site at the Evergreen Industrial Park. The maximum award in the SITE Development program is $1.5 million. This is a non-matching grant, meaning the county is not required to provide a match. The only cost associated with the grant would be paying the Western Piedmont Council of Governments for grant administration (5% not to exceed $75,000, paid from Sales-Tax Funds). Staff anticipate the project cost to be approximately $850,000, with a grant administration fee of $42,500.

RECOMMENDED MOTION

BUDGET IMPACT

5% grant administration fee paid for from Sales-Tax Fund. Already budgeted for FY 2025-2026.

APPROVED FOR BUDGET YEAR

Yes

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 14, 2025	Administration	

AGENDA ITEM # 15

Amendment of Board of Elections 2025-2026 Fee Schedule

BACKGROUND

The Board of Elections Fee Schedule needs to be amended to include filing fees that were not included in the original draft.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Resolution Amending BOE Fees 2025

RESOLUTION

17-2025

RESOLUTION AMENDING FY 2025-2026
BOARD OF ELECTION FEES

WHEREAS, by resolution, the Caldwell County Board of Commissioners can amend the County's schedule of fees adopted each fiscal year; and

WHEREAS, Caldwell County Board of Elections has requested to amend its schedule of fees to include a filing fee of $907.71 for Sheriff and $1,234.88 for Clerk of Court.

NOW, THEREFORE, BE IT RESOLVED, that the Caldwell County Board of Commissioners approves the requested amendments to be made to the Fiscal Year 2025-2026 Schedule of Fees.

Adopted this 14 day of July 2025.

_____
Randy T. Church, Chairman

_____
Abigail Rich, County Clerk

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 14, 2025	Administration	

AGENDA ITEM # 16

Amendment to Emergency Services Fee Schedule

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Resolution Amending EMS Fees 2025

RESOLUTION

18-2025

RESOLUTION AMENDING FY 2025-2026
EMERGENCY SERVICES FEES

WHEREAS, by resolution, the Caldwell County Board of Commissioners can amend the County's schedule of fees adopted each fiscal year; and

WHEREAS, Caldwell County Emergency Services has requested to amend its schedule of fees to include a Public Assist fee in the amount of $50.00.

NOW, THEREFORE, BE IT RESOLVED, that the Caldwell County Board of Commissioners approves the requested amendments to be made to the Fiscal Year 2025-2026 Schedule of Fees.

Adopted this 14 day of July 2025.

_____
Randy T. Church, Chairman

_____
Abigail Rich, County Clerk

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 14, 2025	Emergency Services	

AGENDA ITEM # 17

Opioid Settlement Funding for Recovery Court Coordinator

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Resolution for 25-26 FY Spending of Opioid Funds

RESOLUTION

20-2025

TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS

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

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

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

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

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

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

1. First strategy authorized
    a. Name of strategy: Post-Overdose Response Team
    b. Strategy is included in Exhibit: A
    c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: Exhibit A, Strategy 8
    d. Amount authorized for this strategy: $658,795.00
    e. Period of time during which expenditure may take place:
        Start date July 01, 2025, through End date June 30, 2026
    f. Description of the program, project, or activity: Provide services as a PORT, outlined by the NCDHHS PORT Toolkit. The Caldwell County RESTART PORT will

actively connect persons who have experienced non-fatal drug overdoses to addiction/mental health treatment, recovery support, harm reduction services, primary healthcare, and/or other services or supports needed to improve the overall health or well-being.

g. Provider: Caldwell County RESTART

2. Second strategy authorized
    a. Name of strategy: Evidence-based Addiction Treatment
    b. Strategy is included in Exhibit A
    c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: Exhibit A, Strategy 2
    d. Amount authorized for this strategy: $5,000.00
    e. Period of time during which expenditure may take place:
        Start date July 01, 2025, through End date June 30, 2026
    f. Description of the program, project, or activity: Support evidence-based addiction treatment consistent with the American Society of Addiction Medicine's national practice guidelines for the treatment of opioid use disorder – specifically Medication-Assisted Treatment (MAT) with any medication approved for this purpose by the U.S. Food and Drug Administration – through Opioid Treatment Programs, qualified providers of Office-Based Opioid Treatment, Federally Qualified Health Centers, treatment offered in conjunction with justice system programs, or other community-based programs offering evidence based addiction treatment.
    g. Provider: Caldwell County RESTART.

3. Third authorized strategy
    a. Name of strategy: Naloxone Distribution
    b. Strategy is included in Exhibit A
    c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: Exhibit A, Strategy 7
    d. Amount authorized for this strategy: $ 20,000
    e. Period of time during which expenditure may take place:
        Start date July 01, 2025, through End date June 30, 2026
    f. Description of the program, project, or activity: Distribute naloxone to persons at risk of overdose or their social networks, through our post-overdose response team, program that provides naloxone to persons upon release from jail. Distribute naloxone to emergency medical service providers to provide naloxone to persons at risk of overdose, or other community-based organizations that provide services to people who use drugs.
    g. Provider: Caldwell County RESTART.

4. Fourth authorized strategy
    a. Name of strategy: Recovery Support Services
    b. Strategy is included in Exhibit A
    c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: Exhibit A, Strategy 3
    d. Amount authorized for this strategy: $ 82,000.00

e. Period of time during which expenditure may take place:
   Start date April 01, 2025, through End date June 30, 2026
f. Description of the program, project, or activity: Fund a Recovery/Treatment Court Coordinator position. Position is responsible for overall administration of the Recovery/Treatment Court Program, including conducting screening/assessment of potential Program candidates and presenting cases for consideration at Team meetings. Reviewing with participants and potential participants the Participation Contract and the Participant Handbook, monitoring collection of Program evaluation information, progress reports as required by the Recovery/Treatment Court, coordination of Staffing Team meetings, sharing of information among and providing resources to Team members as needed.
g. Provider: Caldwell County RESTART.

The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategies is $765,795.00

Adopted this the _____ day of _____, 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
July 14, 2025	Sheriff's Office	

AGENDA ITEM # 18

Conveyance of Surplus Vehicle by Private Sale

BACKGROUND

A private sale has been negotiated for a 2019 Ford Explorer, VIN: 1FM5K8AR7KGA28721, for the sum of $4,000.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Resolution- Private Sale of Surplus Vehicle 2025

RESOLUTION

19-2025

DISPOSAL OF COUNTY-OWNED PROPERTY
BY PRIVATE SALE

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

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

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

NOW THEREFORE, BE IT RESOLVED the Caldwell County Board of Commissioners authorizes the negotiated sale of a 2019 Ford Explorer, VIN: 1FM5K8AR7KGA28721, for the sum of $4,000 and the County Clerk shall publish a notice summarizing this resolution, and no sale may be executed pursuant to this resolution until at least 10 days after the day the notice is published.

Adopted this the 14 day of July, 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
July 14, 2025	Administration	

AGENDA ITEM # 19

Reappointment of Bruce Roberts to Foothills Regional Airport Authority

BACKGROUND

Bruce Roberts is Requesting Reappointment to the Foothills Regional Airport Authority.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 14, 2025	Administration	

AGENDA ITEM # 20

Appointment of Chris Bumgarner to Board of Social Services

BACKGROUND

The Board of Social Services is recommending Chris Bumgarner be appointed to serve.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 14, 2025	Economic Development	

AGENDA ITEM # 21

Appointments to the Caldwell Railroad Commission

BACKGROUND

Caldwell County Government has two seats on the Caldwell Railroad Commission board and also appoints industrial representatives to the board. The following are suggested for appointment for a two-year term ending December 31, 2026.

- Mike LaBrose, Commissioner
- Jeff Branch, Commissioner
- Wayne Cable, Harmony Timberworks & US Timber - Industrial Rail Customer

RECOMMENDED MOTION

I move to approve the appointments as presented.

BUDGET IMPACT

None. N/A.

APPROVED FOR BUDGET YEAR

Yes

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 14, 2025	Administration	

AGENDA ITEM # 22

Reappointment of JCPC Members

BACKGROUND

Beth Hinshaw, Chad Lackey, Courtney Covey, Denise Fleming, and Ed Richards are requesting reappointment to the JCPC.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 14, 2025	Administration	

AGENDA ITEM # 23

Appointment of Library Board Members

BACKGROUND

There are 3 vacancies on the Library Board. Lauren Greer and Kristy Money are requesting reappointment to the Library Board. Additionally, there is an application from Katy Abrams, Hannah Brown, and Jennifer Baker.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 14, 2025	Administration	

AGENDA ITEM # 24

Approval of April 28, 2025, Meeting Minutes

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. April 28 2025 Meeting Minutes

Official Minutes
April 28, 2025
Board of Commissioners Meeting

Attendance:

Randy Church, Chairman
Mike LaBrose, Vice Chairman
Jeff Branch, Commissioner
Donnie Potter, Commissioner
Wayne Rash, Interim County Manager
Tony Helton, Chief Financial Officer
Abby Rich, County Clerk

Chairman Chuch called the meeting to order at 4:04 PM.

Economic Development was the first department to present. Director Ashley Bolick began by showing a video in partnership with Caldwell county Schools. Mrs. Bolick then reviewed the strategic plan with the Board. The key changes of the budget were reviewed including an increase in occupancy tax collected. Commissioner Potter expressed concern with Economic Development's intent to have an outside agency produce videos for the department. The presentation continued with Mrs. Bolick reviewing other budget increases and projects totaling for an increase of $108,000. CFO Helton asked if any of these projects could be funded with Sales Tax Reinvestment Funding and Ms. Bolick said no.

Commissioner Potter stepped out from 4:31 to 4:35.

There was a discussion about the railroad and Chairman Church noted that the railroad is not a top priority at this time.

Animal Care Enforcement was the next to present. Director Gilliland said there is salary increases due to new certifications, merit pay, and the salary study increase. Additionally, an increase of electric funds will be needed due to the emergency heat. The Board and Director Gilliland discussed possible solutions to keeping the kennels at the mandated temperature in the colder months.

DSS was the next department to present. Overall DSS is asking for less than a 5% increased in the budget. The largest increase is in salaries and benefits due to merit increases and pay adjustments. It was noted that DSS is asking for an additional $5,000 in supplies to purchase scanners and mobile scanners to assist with the mandated transition into ECourts. DSS also asked the Board for 10 new cell phones for field employees. The last request was the reclassification of a position to move it from an area of lesser need to a position where the employee could be better utilized.

Health was the next department to present. Director Cook said the overall budget decreased by 14% and noted the decreases.

Vice Chairman LaBrose stepped out from 5:57 to 6:00.

Commissioner Potter stepped out from 5:59 to 6:00.

Public Information was the next department to present. PIO Paige Counts told the Board the departmental budget decreased 30%. PIO Counts reviewed the major accomplishments of the department.

The last department to present was Facilities Services. Director Isaac Bush noted a request to bring mowing services in-house. With this change, two new positions would be hired, but there would be a funding decrease of 4% with this change. Other topics included reclassifications of positions and the purchase of a new vehicle to replace one to be surplus.

Commissioner Branch made the motion to adjourn at 7:10 PM.

The motion carried unanimously.

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 14, 2025	Administration	

AGENDA ITEM # 25

Approval of April 29, 2025, Meeting Minutes

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. April 29, 2025, Meeting Minutes

Official Minutes
April 29, 2025
Board of Commissioners Meeting

Attendance:

Randy Church, Chairman
Mike LaBrose, Vice Chairman
Jeff Branch, Commissioner
Donnie Potter, Commissioner
Patrick Starnes, Commissioner
Wayne Rash, Interim County Manager
Tony Helton, Chief Financial Officer
Abby Rich, County Clerk

Chairman Church called the meeting to order at

The Caldwell County Sheriff's Office was the first to present budgetary requests to the Board. The Sheriff's Office began by detailing the capital outlay requests that could be removed from the budget request. Those items were the tower at the range, SWAT helmets, updates to the evidence room, radios and cameras. These cuts are roughly $100,000. It was noted that the Sheriff's Office really would like to have the vehicles that are requested if possible. This includes 15 new patrol cars, a jail van, and 2 detective vehicles.

There was a discussion held regarding the involuntary commitment transports the Sheriff's Office is required to do.

Brandy Ellis reviewed the remaining changes to the budget.

There was a lengthy discussion regarding Communications pay. CFO Helton noted that it is difficult to adjust the starting pay of one department and not of others.

Soil and Water was the next to present. The department's only notable request is for cell phones.

The Planning Department was the next to present. There were no changes made while they are in a period with no Planning Director. There was a discussion held regarding legal fees relating to the revisions made to the Unified Development Ordinance.

Human Resources was the last department to present. HR Director Beth Brown noted EAP services would be moving to on day a week on site with additional off site visits allowed. HR cut its overall budget and is asking for a hybrid position to serve both HR and Administration as a HR Technician/Deputy Clerk to the Board.

Commissioner Potter was out of the room from 6:42 to 6:43.

Commissioner Branch was out of the room from 6:46 to 6:48.

The Board discussed the LaMA program as well as the potential for the Munis software and payroll.

With there being no more business to attend to, Commissioner Branch made the motion to adjourn at 7:17 PM.

The motion carried unanimously.

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
July 14, 2025	Administration	

AGENDA ITEM # 26

Approval of April 30, 2025, Meeting Minutes

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. April 30, 2025 Meeting Minutes

Official Minutes
April 30, 2025
Board of Commissioners Meeting

Attendance:

Randy T. Church, Chairman
Mike Labrose, Vice Chairman
Patrick Starnes, Commissioner
Wayne Rash, Interim County Manager
Abby Rich, County Clerk

Chairman Church called the April 30, 2025, Budget Work Session to order at 4:11 PM.

Caldwell County Schools Superintendent, Dr. Don Phipps and CFO/Assistant Superintendent for Finance, David Johnson, were in attendance to present budgetary requests. The Commissioners and Caldwell Schools representatives discussed the State funding cuts and how this would impact the school system. With all allocations received, the school system receives about $7,000 per student. The topic of discussion turned to the School Resource Officers and the grants provided for these officers decreasing. Other discussion topics included facility needs, the bus garage, and importance of CTE classes.

The Caldwell County Schools representatives left at 4:54 PM.

The Board recessed briefly for dinner.

Returning to the meeting, County Clerk, Abby Rich, informed the Board that the only major request from Administration was $2,000 in additional funding for postal service needs.

Interim County Manager, Wayne Rash, informed the Board the only notable changes to the Register of Deeds budget is the increase in the salaries and expenses line items.

CFO, Tony Helton, informed the Board that the Finance Department is requesting funding for additional Munis software to assist with payroll. Additionally, and increase was requested for employees of the Finance Department for their roles and contributions.

Representatives for CCC&TI arrived at 6:15 to review budgetary requests. Those representatives were CCC&TI President, Dr. Mark Poarch, CCC&TI Board of Trustees Chairman, Jerry Church, and CFO, Rachelle Penley. Dr. Poarch reviewed the overall budget and how these funds are broken down. There was a slight decrease in funding to due Covid funding no longer being provided. Dr. Poarch showed this year's request and next year's planned requests. Dr. Poarch noted CCC&TI has held flat in its requests the past three budget cycles. There was a discussion held concerning the large insurance costs increase. Vice Chairman LaBrose asked Dr. Poarch what the money from the County funds. Dr. Poarch noted it funds facilities, building maintenance, and ground maintenance, per statutory requirements. After reviewing the requests, Dr. Poarch showed the Board and update rendering of the new building coming to the CCC&TI campus.

The representatives with CCC&TI left at 7:16 PM.

The last of the discussion by the Board were in reference to non-profits requesting funding, Blue Ridge Community Action, funding to assist Collettsville Park with Hurricane Helene related damages, and the school system requests.

With there being no more business to attend to, Commissioner Starnes made the motion to adjourn at 8:12 PM.

The motion carried unanimously.

Caldwell County
North Carolina
Board of Commissioners Meeting

June 9, 2025 at 6:00 PM
City-County Chambers
905 West Avenue NW, Lenoir

MINUTES

Attendance:

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

Call to Order
Chairman Church called the June 9, 2025, Board of Commissioners Meeting to order at 6:04 PM.

Public Comment Period
Patrick Aritzia was the first to come to the podium. He discussed that he and his family operate "His Helping Hands". He claimed the Caldwell County Emergency Services took donations for Hurricane Helene victims that were meant for his organization.

Tyler Sanders was the next individual to come to the podium. Mr. Sanders spoke with the Board about the tax rate for Caldwell County. Mr. Sanders said 47 cent is revenue neutral. He also spoke about inflation be a financial burden. Mr. Sanders continued by saying there are people on fixed income and even a small increase in property tax amounts can be burden to those individuals. Mr. Sanders indicated that he would like for the tax rate to be revenue neutral. He concluded his comments by noting that it's becoming increasingly hard for people to buy housing.

Invocation
Chairman Church resumed regular session at 6:16 PM.

Dr. Marty Jacumin with Mountain Grove Baptist Church led the invocation for those in attendance.

Pledge of Allegiance
Commissioner Donnie Potter 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 two amendments to the agenda. The first was the addition of Item 36- One Time Funding Allocation to CCC&TI. The second was Item 37- Termination of MOU with ICGH.

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

Agenda Items

1. Supporting Involuntary Commitment Transportation with Foothills Medical Transit

Tommy Fite came to the podium to present an agreement between Caldwell County and Foothills Medical Transit for transportation of IVC patients.

Commissioner Potter made the motion to approve the agreement contingent upon the County Manager and County Attorney's review.
The motion carried unanimously.

2. Contract Extension with HDR

Emily McNeil, Deputy Director of the Water Department came to the podium. Ms. McNeil told the Board this extension is to cover the remainder of the project. Phoenix, the company constructing the tank, is behind schedule because of Hurricane Helene related issues. Ms. McNeil said there is going to be a recoup of the cost at a per diem of $500 per day. The new projected completion date is in August and the original set date was May 4th.

Commissioner Starnes made the motion to extend the contract with HDR until completion of the tank.
The motion carried unanimously.

3. 2025-2026 Fiscal Year Budget

Interim County Manager Wayne Rash provided highlights of the 2025-2026 Fiscal Year budget. These highlight included increased funding for public safety, investment in education, a tax rate reduction to $0.4975, lower vehicle taxes, continuation of the employee merit program, $2,000,000 in capital investments, new ambulances, new patrol cars, new poll machines, a fund for landfill costs, and continued funding for economic development efforts.

4. 2025-2026 Fiscal Year Budget

Chairman Church declared the public hearing open.

There was only one individual signed up for public comment. Mr. Patrick Aritizia came to the podium. Mr. Patrick expressed concern with the increase of taxes even with a lowered tax rate, potential contaminated debris being taken to the County landfill, and the purchasing of new patrol cars.

With there being no more individuals signed up to speak, the public hearing was declared closed.

5. 2025-2026 Fiscal Year Budget

Chairman Church read a statement he wrote noting the extensive amount of effort put forth by all staff in preparing the proposed budget.

Commissioner Starnes noted that the budget has been reviewed thoroughly and there have been cuts made where it was possible. Commissioner Starnes also said he does not want to cut service to the citizens by cutting items from the budget.

Commissioner Starnes made the motion to set the tax rate at $0.4975.

Vice Chairman LaBrose said he believes this is a good budget, that addresses a lot of needs, and he is pleased with lower vehicle taxes. Vice Chairman said, although there is good, he believes the Board could propose a better tax rate.

Commissioner Potter discussed employee salaries and noted that he believes implementing a COLA would assist in wage discrepancies when compared to other agencies. Commissioner Potter also noted that he would be voting against the budget because he believes the tax rate could be lower.

Commissioner Starnes' motion passed by a vote of 3 to 2 with Vice Chairman LaBrose and Commissioner Potter voting in opposition.

6. 2025-2026 Fiscal Year Fee Schedule

Chairman Church made the motion to approve the Fee Schedule as presented. The motion carried unanimously.

Consent

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

7. Establish Capital Project Ordinance for Landfill Gas Revenue

This project ordinance sets aside the revenue generated by the conversion of landfill gas to electricity to be used for future landfill-related needs.

8. Fire Department Revenues

This budget revision increases the flow through line items for the fire departments that have collections totals greater than anticipated for the current fiscal year. The estimated increase amounts are as follows:

Gamewell Fire: $15,000
North Catawba Fire: $50,000
Valmead Fire: $50,000
Sawmills Fire: $20,000
Grace Chapel Fire: $30,000
Collettsville Fire: $15,000

Actual amounts paid to the fire departments will be based on actual collection totals.

9. Foothills Regional Airport Property Taxes

The amount of property taxes collected on aircraft stored at the Foothills Regional Airport was higher than initially anticipated. The amount of this revision is $23,184.00.

10. Communications- Salary, Overtime, and Fringe Benefits

A budget revision in the amount of $228,000 is needed to prevent this line from overdrawing.

11. Medical Examiner Funding

Due to several expensive cases, additional funds in the amount of $30,000 were needed for Medical Examiner funding.

~~12. Emergency Services- Overtime Funding~~

This item, originally Item 12, was removed from the Consent Agenda and relocated to a regular agenda item.

13. Facilities Services- Mowing Equipment Purchase

Facilities Services is transferring $40,490 from contractual expenses to equipment to purchase new mowers in order to bring mowing services in-house.

14. Sheriff's Office- Inmate Medical Expense

Inmate medical expenses were greater than anticipated for the year. A budget revision of $150,000 is needed to prevent this line from overdrawing.

15. Sheriff's Office- UC Vehicle Trade- In

The Sheriff's Office is trading in a compromised undercover vehicle. $5,500 of asset seizure funds will be used to cover the remainder of the cost not covered by the trade-in.

16. Veteran's Services- Salaries

This budget revision in the amount of $9,112 is needed to cover costs associated with raises given out this year.

17. Sheriff's Office- Approval to Apply for GCC Edward Byrne Grant

The Sheriff's Office is requesting approval to submit an application for the GCC Edward Byrne Grant.

18. SMART Program Debris Removal Agreement

Emegency Services is requesting the approval of the SMART Program agreement for debris removal.

19. Debris Removal

This budget revision in the amount of $4,058,700 assists with additional costs related to debris removal post Hurricane Helene. These funds should be reimbursed to the County by FEMA.

20. Revised MOU for Opioid Settlement Funds

This resolution authorizes spending to pay the salary of the Recovery Court Coordinator out of Opioid Settlement Funds.

21. Economic Development Advisory Committee Appointments

The EDAC Committee has requested to reappoint Ronnie Setzer, Jimmy Harrison, Mark Transou, Janet Aiken, and Jon Blair. In addition, they have requested to appoint Charles Shell and Jason Wingate as industry representatives.

22. Lift Hiring Freeze
A Resolution was presented to lift the hiring freeze.

23. Approval to Sell 2 EZ-Carts to Watauga County Board of Elections
The Board of Elections requested to sell two EZ carts to Watagua County.

24. Approval to Advertise Water Department Vacant Positions
The Water Department requested permission to advertise vacant positions.

25. Approval to Advertise Full-Time and Part-Time Library Positions
The Library requested permission to advertise vacant positions.

26. Approval to Fill Vacant Full-Time Paramedic Positions
Emergency Services requested permission to advertise vacant positions.

27. Approval of Village of Cedar Rock Fireworks Display
The Village of Cedar Rock requested permission for a fireworks display.

28. Approval of Town of Rhodhiss Fireworks Display
The Town of Rhodhiss requested permission for a fireworks display.

29. Approval of Tri County Fireworks Display
Tri-County Motor Speedway requested permission for a fireworks display.

30. Approval of Meeting Minutes from April 14, 2025
Approval of the April 14, 2025, Meeting Minutes is requested.

31. Approval of Meeting Minutes from April 16, 2025
Approval of the April 16, 2025, Meeting Minutes is requested.

32. Approval of Meeting Minutes from April 17, 2025
Approval of the April 17, 2025, Meeting Minutes is requested.

33. Approval of Meeting Minutes from May 12, 2025
Approval of the May 12, 2025, Meeting Minutes is requested.

34. Reappointment of Felicia Wood to Regional Aging Advisory Committee
Felicia Wood is requesting reappointment to the Regional Aging Advisory Committee.

35. Appointment of Mike LaBrose as NCACC Voting Delegate
Vice Chairman Mike LaBrose has offered to be the voting delegate for the NCACC.

36. One Time Funding Allocation to CCC&TI
A one-time funding allocation in the amount of $150,000 will be provided to CCC&TI.

37. Termination of MOU with ICGH.
Due to a lack of service from ICGH, the Board of Commissioners will be terminating the

agreement.

After Manager Rash concluded the summarization of the Consent Agenda, Commissioner Branch expressed discontent with the overtime expenditures with Emergency Services and concerns regarding the department's management of the budget.

Commissioner Branch made the motion to remove $300,000 out of the Emergency Services budget and make Emergency Services Director Trevor Key only oversee Emergency Medical Services.

There was a brief discussion about separating these two items into individual motions.

Chairman Church made the motion to remove Item 12- Emergency Services Overtime Funding from consent agenda and approve the remainder of the consent agenda. The motion carried unanimously.

Item 12- Emergency Services- Overtime Funding

Commissioner Branch restated his motion to remove $300,000 from the EMS budget for this fiscal year.

After a question posed by Vice Chairman LaBrose, the Interim County Manager provided remarks expressing his willingness to work with all departments in assuring there are no large overages compared to overtime budgetary requests in the future.

CFO Tony Helton came to the podium to state that if this budget revision is not approved, the County will overspend as this overtime expense is related to the current budget year. A conversation between the CFO and the County Attorney regarding whether or not a budget could be amended this soon after adoption.

Commissioner Potter expressed concerns about taking funds away, which would cause trucks to have to come out of service.

CFO Helton provided the Board with some factors which were attributed to the overtime spending being high. He also noted the Emergency Services budget was created by the previous director.

Commissioner Starnes expressed that he not personally upset with any individuals regarding this matter, but he does feel this is an issue that needs to be addressed.

Commissioner Branch expressed concerns with Director Key managing all of Emergency Services.

Chairman Church echoed concerns about the amount of money for overtime spending and said it may benefit Director Key more to only be over EMS.

There was a discussion about putting some administrative policies in place to reduce the overtime accumulations.

Chairman Church made the motion to approve Item 12 from the consent agenda in the amount of $425,000 for the overtime funding.
The motion carried unanimously.

There was a discussion about the structure of Emergency Services and if a change to this structure would need to be made at the Board level or if it could be handled by the Manager.

Dr. Garrett Snyder, Medical Director for Caldwell County came to the podium to express concerns with taking money from the Emergency Services budget.

Logistics Chief Jeff Cardwell came to the podium to provide some information from an Emergency Services standpoint. He suggested for the Board to reinstate the EMS Director position to relieve some of the work load from Director Key.

There was continued lengthy discussion between the Board, CFO Helton, Chief Cardwell, and Dr. Snyder.

Commissioner Potter said he does not want to cut the budget, instead, he would like for Director Key and others to come back to the Board in September or sooner with a plan to reduce overtime.

There was a discussion about forming a committee to oversee EMS and collaborate together for solutions to issues. This committee would be composed of administrative staff, EMS staff, and two Commissioners.

Commissioner Branch amended his motion to remove $300,000 from the EMS budget, but reinstate these funds if deemed necessary.
The motion carried by a vote of 4 to 1 with Commissioner Potter voting in opposition.

Closed Session-Pursuant to § 143-318.11.a(5)
Chairman Church made the motion to enter into closed session pursuant to § 143-318.11.a(5) to discuss a matter relating to the acquisition of real property.
The motion carried unanimously.

Adjourn

With there being no more business to attend to, Commissioner Starnes made the motion to adjourn at 9:05 PM.

The motion carried unanimously.