Caldwell County
North Carolina
Board of Commissioners Meeting

July 8, 2024 at 6:00 PM
City-County Chambers
905 West Avenue NW, Lenoir

MINUTES

Call to Order
Chairman Church called the July 8th, 2024, Board of Commissioners meeting to order at 6:02 PM.

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

Invocation
Priest Ric Smith provided the invocation for those in attendance.

Pledge of Allegiance
Commissioner Robbie Wilkie led the Pledge of Allegiance for those in attendance.

Agenda Amendments from the Board, Manager & Public
The County Manager informed the Board of three amendments to the agenda. The first was the removal of the original Item 1, a presentation from VAYA Health. The second was to swap Item 5 and Item 6. The third was the addition of a Firework Application for Cedar Rock to be the new Item 17.
Vice Chairman LaBrose made the motion to approve the agenda as the County Manager had presented.
The motion carried unanimously.

Agenda Items

1. **Naming of Unnamed Road- Gringer Lane**
   GIS Administrator Micah Kelly came to the podium to present the item for the naming of Gringer Lane. Chairman Church opened the public hearing and with there being no individuals signed up to speak, the public hearing was closed.

   Commissioner Branch made the motion to name the road Gringer Lane.
   The motion carried unanimously.

2. **2023 Tax Collectors Settlement and 2024 Charge to the Tax Collector**

Tax Administrator Josh Angle came to the podium to present. Mr. Angle provided the total outstanding 2023 real and personal property taxes is $1,122,269.67 This settlement is 2.36% of the original levy and leaves a collection rate of 97.64% for the 2023 tax bills. Mr. Angle requested this settlement to be accepted and for the 2023 taxes to be recharged to the tax collector. In addition, Mr. Angle, requested permission to collect the 2024 taxes.

Chairman Church made the motion to approve what the Tax Administrator had presented as Item 1, the collection of the 2023 taxes at $1,122,269.67 and the second request for the authorization to collect the 2024 taxes.
The motion carried unanimously.

3. Quasi-Judicial Hearing- Special Use Permit Request 2024-1

Chairman Church turned the meeting to County Attorney, David Lackey.

County Clerk, Abby Rich, swore in Frank Longest, Jonathan Yates, Robin Clement, and Danny Cassavaugh, and Shelley Stevens.

The County Attorney asked Ms. Stevens to begin by introducing herself and providing a background of her experience in land use planning law. Ms. Stevens provided that she has a brief experience in the private sector, about two years of experience with the Western Piedmont Council of Governments, and nine years of work with Caldwell County as the Planning Director. Ms. Stevens then provided that her degree is in Public Policy from the University of North Carolina at Chapel Hill and she has a Masters in Urban Planning from UIUC. To begin her presentation, Ms. Stevens told the Board the applicant is Jonathan Yates. He is an attorney working for TowerCom whom is working for Verizon. Ms. Stevens said the 35 acre site is owned by John Daniel Cassavaugh. The applicant would like to have a 10,000 sq. ft. leased area on the site, 100 feet by 100 feet, which is the standard for the industry. The site is located in southwestern Caldwell County at 3341 Clarks Chapel Rd. The site is wooded and has grass and a field. There are no structures on the property other than an unusable shed. The site also sits in the watershed protected area of the County, but it does not sit in a flood hazard area. The elevation of the site is 1,258 feet. The zoning for the property is RA-20 and the surrounding properties are zoned the same. Ms. Stevens showed the Comprehensive Plan future land use map and the Comprehensive Plan does include cell towers as a possible land use in this area. Ms. Stevens noted that cell towers are legally allowed in every zoning district of our zoning ordinance with a special use permit. Ms. Stevens showed a photo that indicated where the cell tower would be on the property. The property will have a 30 foot utility easement that leads to the site from Clark's Chapel Rd and there will be 12 feet of gravel in this easement that would be maintained. The applicant has already applied for and received the NCDOT permit as required. The permit referenced by Ms. Stevens is for the entrance to the site. Ms. Stevens continued by stating that this request is for a 195-foot tower, in a monopole style, and there would be room for 3 co-locators below Verizon. Ms. Stevens also said the applicant would buffer the tower as required by the zoning ordinance. Ms. Stevens told the Board that it is her professional opinion that the applicant has met all the requirements for the zoning ordinance at this time and noted that the applicant would have to meet any conditions that are added at this meeting by the Board of Commissioners. Ms. Stevens indicated that prior to the Planning Board meeting the applicant had items that needed to be added to their application and the applicant revised their application to include these. These items were reviewed by Ms. Stevens and the County Attorney for accuracy and compliance with the zoning ordinance, and these items did meet

the requirements of the zoning ordinance. These items related to the maintenance and removal agreement, the maintenance and removal language, and the lease in the bond. Ms. Stevens also provided that the applicants were asked to use one address for better clarity. Continuing with her testimony, Ms. Stevens told the Board that a neighbor of the sight asked for the property to be resurveyed. This survey was completed and the surveyor of the applicant and neighbor came to an agreeance on a slightly different property line 18 feet from the original property line. It was noted that this was the northern property line only. Ms. Stevens told the Board that the tower itself would move 21 feet south and Ms. Stevens and the County Attorney did review these changes and they do not relate to the zoning ordinance requirements and therefore it is okay for the applicant to move forward in the process. Ms. Stevens then showed the Board photographs of the proposed tower site and noted the landscape of the property. The next image shown was a rendition of the tower itself and Ms. Stevens provided information about the buffer surrounding the tower. Ms. Stevens told the Board that the Planning Board's recommendation is approval contingent upon receipt of completed and correct required documents. These documents have been submitted and are complete and correct. The County Attorney asked Mr. Yates and the members of the Board if they had any questions for Ms. Stevens. Neither the Board nor Mr. Yates had any questions.

Mr. Longest, having been sworn in by the County Clerk, came to the podium. The County Attorney asked that he identify himself. Mr. Frank Longest introduced himself and told the Board he is a North Carolina licensed attorney and his firm acts as North Carolina Council for the applicant. Mr. Longest indicated that he was present for two purposes. The first of these being that this is a quasi-judicial hearing and he is here in the event the applicant needs assistance. The second of these being to introduce Jonathan Yates, an attorney from Charleston, South Carolina. Mr. Yates is the attorney for the applicant and Mr. Longest noted that Mr. Yates has done hundreds of cell phone tower locations and special use permits in Virginia, North Carolina, South Carolina, and Georgia. As a side note, Mr. Longest told the Board that it is always a pleasure to travel on Highway 18 and see the beauty of the area. The County Attorney asked if any members of the Board had any questions for Mr. Longest. There were no questions for Mr. Longest.

Mr. Yates, having been sworn in by the County Clerk, came to the podium. Mr. Yates started by saying that he has been doing this work since the mid-90s and he has worked with a lot of jurisdictions. Mr. Yates noted that Ms. Stevens is incredible and he wanted to highlight her professionalism and also said you cannot sneak anything by her. He continued by saying that Ms. Stevens has professionalism, friendliness, and a depth of knowledge that makes his job easier. Mr. Yates thanked Ms. Stevens. Mr. Yates said that with him was Robin Clement of TowerCom and Danny Cassavaugh the landowner. Mr. Yates told the Board that they have seen this property before. In 2018 the company came and got a smaller tower at 110 feet approved and never built it. Mr. Yates noted that Mr. Cassavaugh said at the previous meeting when the first tower was approved, one of the commissioners had said they would approve the tower but asked if they could make the tower taller. Mr. Yates provided a background on the property saying that Mr. Cassavaugh bought the property in 2016 from Jack and Joann Price. The property is about 35 acres and Mr. Cassavaugh cuts hay from the front 12 acres. The tower will be on the back of the property in the 8 acre open field and the remaining 15 acres are trees. Mr. Yates said this is a perfect tower site and they are able to achieve an approximate 984 foot setback from the neighboring property. Mr. Yates told the Board that the tower would be a monopole that will be put up for Verizon, but is designed not only for Verizon but also for at least three additional broadband carriers. They are hopeful that others will follow Verizon to the area. There will be the tower itself, a 60 foot by 60 foot compound on the ground for all of Verizon's equipment and any potential co-locator equipment.

Surrounding the compound will be an 8 foot fence with privacy slats and on top of the fence there will be three strands of barbed wires and anti-climate device. Two rows of Leland Cyprus will also surround the compound. Mr. Yates said that if approved, it will take approximately 45 to 60 days to assemble. Much of this time is the foundation setting and then the tower can be constructed. Mr. Yates said Verizon will come out about once a month. This will be a singular truck and should not create any additional traffic on Clark's Chapel Rd. Mr. Yates told the Board that another important finding is that the FAA has reviewed this facility and it's located about 2.7 miles from Foothills Regional Airport. The FAA had two important findings. They found that there would be no hazard to air navigation and it does not have to be illuminated. Mr. Yates said if this is approved there will be a facility that does not create any noise, odor, lights, vibration, fumes, or glare. Mr. Yates said for the individuals that are in this area, the tower improves wireless voice, broadband, and 911 communications. Mr. Yates said they are hopeful that other carriers will follow Verizon.

The County Attorney asked a clarifying question to Mr. Yates. The County Attorney said that Mr. Yates was listed as the applicant as attorney for TowerCom. He asked Mr. Yates what the precise name of the entity to which the permit should be issued. Mr. Yates provided that this name is TowerCom I-B, LLC. The next question of the County Attorney was which state this LLC was organized in. The answer given was Delaware. The County Attorney asked if the Board issues the permit, if this company should be the permitee. The answer to this was yes. The County Attorney asked the Board if there were any questions for Mr. Yates or anyone that he brought with him. There were no questions from the Board.

Chairman Church closed the public hearing. Mr. Longest requested that the application presented and being approved and all of the exhibits be incorporated as part of the record. The Chairman said the Board would allow this in as part of the evidence as well as the testimony received.

Commissioner Potter made the motion to approve the special use permit request for the cell tower that's been presented.

Chairman Church thanked the group for following up and coming back to Caldwell County.

The motion carried unanimously.

4. Second Reading- Franchise Agreement with Miller Ambulance Services

The County Manager provided brief background information and informed the Board this would be a 3-year contract with Miller Ambulance Services.
Chairman Church asked if there were any questions. Commissioner Potter asked if Miller Ambulance Services would be taking over hospice transports with this agreement. It was clarified that they would not at this time. Commissioner Potter asked if this service would require a separate contract. The County Manager provided that it will.

Commissioner Potter made the motion to approve the franchise agreement with Miller Ambulance Services.
The motion carried unanimously.

5. Second Reading- Emergency Medical Services Ordinance Amendment

The County Manager provided a brief background outlining the amendments made to the Emergency Medical Services Ordinance.
Commissioner Wilkie made the motion to adopt the Emergency Medical Services Ordinance amendment.
The motion carried unanimously.

6. Second Reading- Racetrack and Dragstrips Ordinance Amendment

The County Manager provided a brief overview of the amendment to the Racetrack and Dragstrips Ordinance, noting that this amendment has a set term to last through the end of the track year in December 2024. Commissioner Potter said he met NASCAR driver Kevin Harvick a few weeks ago, and he was appreciative of the Board's efforts to provide more time and asked for those sentiments to be expressed to the Board.
Commissioner Branch made the motion to recommend the approval of the Racetrack and Dragstrips Ordinance amendment.
The motion passed by a vote of 4 to 1 with Commissioner Wilkie voting in opposition.

7. Approval of Nomination of Kevin Bean for Office of County Sheriff

Chairman Church provided that with the upcoming retirement of Sheriff Alan Jones, the Caldwell County Republican Party has nominated Chief Deputy, Kevin Bean, to be Caldwell County Sheriff for the remainder of the term after the retirement of Sheriff Jones. The County Manager said there is a requirement for the Board of Commissioners to receive a disclosure statement of any criminal records that may exist for the potential candidate. The County Manager read from the disclosure statement provided to the Board that Kevin Bean has had a criminal background check and there are no convictions on his record.

Chairman Church made the motion to approve the nomination of Kevin Bean for the Office of Caldwell County Sheriff to be effective upon his swearing in on August 30th. Chairman Church also noted that he appreciates that there is continuity in the Sheriff's Office to allow for an easy transition. The County Manager asked for Chairman Church to include in his motion that the Board has received the disclosure statement.

Chairman Church amended his motion to include that the Commissioners have received the disclosure statement as required by North Carolina General Statute.
All of the Board members provided words of appreciation for Sheriff Jones' service to Caldwell County.

The motion carried unanimously.

Chief Deputy Kevin Bean came up to the podium and thanked the Board for their vote of trust. He continued by saying he is dedicated to the protection of the citizens of Caldwell County and the protection of their property. Chief Deputy Bean said he looks forward to serving the citizens and noted that he wants to be the peoples' friend.

Sheriff Jones came to the podium to thank the Board. He said he appreciates the friendship and the support given to the Sheriff's Office.
Commissioner Branch noted that the Board has always wanted to be sure the Sheriff's Office was funded to the best of the County's ability.

8. America 250 NC Committee

Waste Management Education Specialist Mallory Keller came to the podium. Ms. Keller told the Board that the County did receive the America 250 NC grant that was applied for. Ms. Keller then read the resolution to the Board and those in attendance.

Commissioner Potter made the motion to approve the resolution.
The motion carried unanimously.

Consent

9. Opioid Settlement for Kroger
This resolution authorizes staff to execute all necessary agreements for this settlement.

10. Golden LEAF Grant - Foothills Regional Airport
Economic Development applied for a Golden LEAF Grant for Foothills Regional Airport. The local grant match is $14,500 for a $50,000 grant and will be funded by the sales tax revenue from Economic Development.

11. Lease Agreement for Industrial Property
The County is requesting to lease an industrial property.

12. Appointment of Reuben Chandler and Karen Cannon to Board of Health
Reuben Chandler and Karen Cannon are requesting appointment to the Board of Health.

13. Reappointment of Wayne Rash to Board of Health
Wayne Rash is requesting reappointment to the Board of Health.

14. Appointment of Sherri Kincaid to the Regional Aging Advisory Committee
Sherri Kincaid is requesting appointment to the Regional Aging Advisory Committee.

15. Appointment of NCACC Voting Delegate
Vice Chairman Mike LaBrose has offered to be the voting delegate at the NCACC Conference.

16. Approval of Minutes from June 10th Meeting
The approval of the June 10, 2024, minutes is requested.

17. Ratification of Firework Application for Cedar Rock

The Village of Cedar Rock submitted an application for a fireworks show on Saturday, July 6th. This ratifies the application.

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

Adjourn
With there being no more business to attend to, Commissioner Potter made the motion to adjourn at 7:00 PM.

The motion carried unanimously.

CHAPTER ___ EMERGENCY MEDICAL SERVICES

SECTION 1. AUTHORITY

Pursuant to NCGS 153A, and other applicable law, Caldwell County hereby establishes these Ordinances for the operation of emergency medical services within its jurisdiction.

SECTION 2. DEFINITIONS

The following words, terms, and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

Ambulance means any publicly or privately owned vehicle which is specifically designed, constructed, or modified, and equipped, and is intended to be used, maintained, or operated for, transportation, of people who are sick, injured, wounded, or otherwise incapacitated.

Ambulance Advisory Committee means a committee which consists of the Caldwell County Office of Emergency Services Director, by virtue of position, and four members, who are appointed by the Board: two members in the healthcare field, and two members with EMS knowledge.

Ambulance Service means any publicly or privately owned enterprise engaged in the transportation of patients of emergency and nonemergency status to medical facilities.

Backup Ambulance Service means the system periodically staffed with personnel and equipment meeting the same criteria as Ambulance Service, which may be dispatched when the Ambulance Service is unavailable to respond.

Board means the Caldwell County Board of Commissioners.

County means Caldwell County, North Carolina.

Department means the NC Office of Emergency Medical Services (OEMS), which is regulated by the health service regulation assistance, a division of the North Carolina Department of Health and Human Services.

Dispatcher means an emergency telecommunicator who has completed an educational and/or training program approved by the employing agency and is credentialed by the agency, who dispatches emergency services and advises the Caldwell County Sheriff's Office, emergency medical personnel, and some police and fire departments, of any existing or threatened emergencies. The Caldwell County 911 Communication Center serves as the primary Public-Safety Answering

Point (PSAP), Lenior Police Department serves as the backup, and Burke and Catawba Counties serve as secondary PSAPs.

Emergency Medical Services (EMS) means services rendered by emergency medical services personnel responding to improve the health and wellness of the community and addresses people's needs for emergency medical care within the scope of practice as defined by the North Carolina Medical Board, in accordance with State Law to prevent loss of life or further aggravation of physiological or psychological illness or injury.

Emergency Medical Technician (EMT) means an individual who is credentialed by the Department.

Emergency Medical Technician-Advanced (EMT-A) means an individual who has been credentialed as an Emergency Medical Technician-Advanced by the Department.

Emergency Medical Technician-Paramedic (EMT-P) means an individual who has been credentialed as an Emergency Medical Technician-Paramedic by the Department.

Emergency Services Personnel means Dispatcher, EMT, EMT-A, EMT-P, emergency medical services instructor, or Medical Responder.

EMS Provider means a firm, a corporation, or association which engages in Emergency Medical Services within the rules and regulations of the Department.

First Responder means the first dispatched medical or rescue aid to arrive at the scene and provide emergency medical assistance to stabilize a Patient while waiting for further medical aid and/or transport.

Franchise means a permit issued by the Board to a corporation or other legal entity for the operation of an Ambulance Service.

Franchisee means any corporation or other legal entity having been issued a franchise by the Board for the operation of an Ambulance Service.

License means any driver's license or permit to operate a motor vehicle issued under or granted by State Law.

Medical Responder means an individual who has been credentialed as a medical responder by the Department.

NCGS means the North Carolina General Statutes.

Nonemergency Transportation Service means the operation of an Ambulance for any purpose other than an emergency.

Office of Emergency Services means the County's office of emergency services. The emergency services director serves as the department director and the department's mission is to develop and maintain a comprehensive emergency management program to reduce or eliminate the vulnerability of citizens to natural and/or manmade hazards and respond quickly and appropriately to emergencies.

Operator means a person in actual physical control of an Ambulance in motion or has the engine running.

Owner means a person or legal entity, authorized to do business in the State by the Secretary of State or is a political subdivision of the State, which owns and operates an Ambulance Service.

Patient means an individual who is sick, injured, wounded, or otherwise incapacitated and needs medical assistance.

Person means any individual, firm, partnership, association, corporation, or organization of any kind, including any government agency other than the United States.

Rescue means situations where the victim cannot escape an area through the normal exit or under their own power.

State means the State of North Carolina.

State Law means the laws, regulations, and rules of North Carolina.

SECTION 3: INSPECTIONS TO ENSURE COMPLIANCE

The County may inspect a Franchisee's records, premises, and equipment at any time to ensure compliance with this Chapter and any Franchise granted under this Chapter. Any Franchisee shall also comply with any inspections requested by a state or federal agency.

SECTION 4: PERMITS, CERTIFICATIONS AND EXEMPTIONS

(a) No Person shall furnish, operate, conduct, maintain, advertise, or otherwise be engaged in or profess to be engaged in the business or service of emergency and/or nonemergency transportation of Patients within the County unless the Person holds a valid permit for each Ambulance used in such business or service issued by the Department and has been granted a Franchise for the operation of such business or service by the Board pursuant to this Chapter.

(b) No person shall drive an Ambulance, attend to a Patient in one, or permit one to be operated when transporting a Patient within the County unless they hold a current, valid certification issued by the State.

(c) No Franchise is required for:

1. An entity rendering assistance to a franchised Ambulance Service, upon request, when the services franchised by the Board are insufficient or unable to cope, in the event of a major catastrophe or emergency.

2. An entity operating from a location or headquarters outside the County which passes through the County for the purpose of transporting Patients from outside the County to facilities outside the County, or transporting Patients picked up outside the County to facilities within the County. No such entity shall pick up Patients within the County for transporting to locations within the County, or other locations, unless the entity is rendering County authorized assistance.

SECTION 5: APPLICATION

Application for a Franchise to operate an Ambulance Service in the County must be made upon County forms and shall include:

(a) The legal name and address of the applicant and the owner of the Ambulance Service, including registration, and authorization to do business in NC, as determined by the NC Secretary of State's office.

(b) The trade or other fictitious names, if any, under which the applicant does business, along with a certified copy, filed with the Caldwell County Register of Deed's Office, of an assumed name certificate.

(c) A resume of the training and experience of the applicant in the transportation and medical care of patients.

(d) A description and copy of state certification for each Ambulance owned and operated by the applicant.

(e) The location and description of the places from which the applicant intends to operate.

(f) An audited financial statement of the applicant as it pertains to the operations in the County, if requested by the County. The financial statement must include all details required by the County.

(g) A full description of the type and level of service to be provided, including the location of the places from where the applicant intends to operate, the process for obtaining assistance, and how the vehicles will be dispatched.

(h) Any other information the County deems necessary for a fair determination of the capability of the applicant to provide Ambulance Service in the County in accordance with State Law and this Chapter.

(i) A full description of how each component listed in the North Carolina Administrative Code is being accomplished.

SECTION 6: GRANTING

(a) Prior to accepting applications for the Franchise to operate Ambulances in the County, the Board may designate specific service areas of franchise districts. The districts will be established using criteria which include geographic size, road access, the location of existing medical transportation services, population, and response time. The Board has the authority to establish, rearrange, or dissolve districts at any time, at its discretion, in accordance with State Law.

(b) An applicant may apply for a Franchise to operate emergency transportation, nonemergency transportation, rescue, or first responder services. Each type of service requires a separate application. If more than one type of service is

to be provided, separate applications must be filed for each type. The Board has sole discretion to require an applicant to operate some or all the services, regardless of the services the applicant offered within the application.

(c) Upon receipt of an application for a Franchise, the Board will schedule a time and place for hearing the applicant(s).

(d) A Franchise may be granted if the Board finds:

1. Public convenience and necessity require the proposed Ambulance Service and a need exists for the proposed service to improve the level of Ambulance Service available to residents of the County, and the Franchise is a reasonable and cost-effective manner to meet the need.

2. Each Ambulance of the applicant is permitted by OEMS.

3. Only State credentialed EMTs, EMT-As, and EMT-Ps are employed to provide Ambulance Service.

SECTION 7: TERM SUSPENSION, REVOCATION OR TERMINATION

(a) A Franchise issued pursuant to this Chapter is valid for a term to be determined by the Board, provided either party, at its option, and without cause, may terminate the franchise upon six months prior written notice to the other party subject to the terms of a contract. After a notice of service termination is given, the Ambulance Service must reapply for a Franchise if continued service is desired.

(b) Upon suspension, revocation or termination of a Franchise granted pursuant to this Chapter, the franchised Ambulance Service shall immediately cease operations. Upon suspension, revocation, or termination of EMT, EMT-A, or EMT-P's credentials or driver's license, such person shall immediately cease to drive an Ambulance or provide medical care.

SECTION 8: STANDARDS GENERALLY

(a) Each franchised Ambulance Service shall always comply with the requirements of this Chapter, the terms of the Franchise agreement granted pursuant to this Chapter, the health, sanitation, safety, equipment and Ambulance design, and local and State Law.

(b) Assignment of a Franchise permit or agreement is prohibited unless approved by the Board in writing in advance of such assignment.

SECTION 9: STANDARDS FOR VEHICLES AND EQUIPMENT

At all times vehicles and equipment shall be maintained and in compliance as required by State Law and permitted by the Department.

SECTION 10: STANDARDS FOR COMMUNICATIONS

(a) Each Ambulance or rescue vehicle designed for on-road use must be equipped with an operational 2-way radio capable of establishing good quality voice communications from within the geographic confines of the County to each hospital(s) emergency department in the County in which the Ambulance is based, all hospital emergency departments to which transportation of patients is made on a regular or routine basis anywhere in the state, and to the emergency services dispatching agencies within the County.

(b) Each Franchisee must maintain current authorizations of FCC licenses for all frequencies, equipment, and radio transmitters it operates. Copies of all authorizations and licenses must be on display and available for inspection according to FCC rules and regulations.

(c) Each base of operations must have at least one telephone landline and telephone numbers registered with each law enforcement agency and communications center in the County.

(d) Nonemergency transportation service may be dispatched by the County dispatch center or in any manner approved by the Board.

SECTION 11: INSURANCE

(a) No Ambulance Franchise shall be issued under this Chapter, nor shall such Franchise be valid after issuance, nor shall any Ambulance be operated in the County unless there is, at all times, in full force and effect occurrence-based

insurance coverage issued by an insurance company licensed to do business in North Carolina, for each and every Ambulance owned and/or operated by or for the Ambulance Service providing for the payment of damages as follows:

1. Commercial general liability, medical professional liability, employment practices liability, and errors and omissions. For each respective policy, coverage shall extend to all EMTs, EMT-As, EMT-Ps, first responders, medical director(s), assistant medical directors, and all staff of the Ambulance Service franchise and include minimum limits of $1,000,000 per occurrence with a $2,000,000 annual policy aggregate.

2. Business auto coverage with a minimum limit of $1,000,000 with a combined single limit for bodily injury liability and property damage liability. This coverage shall include owned vehicles, hired non-owned vehicles, and employee non-owned vehicle.

3. Umbrella liability coverage shall include at least a minimum limit of $1,000,000 per occurrence. Coverage shall be in excess over the underlying business auto coverage, commercial general liability coverage, and employers' liability coverage.

4. Workers' compensation coverage shall extend to all paid and volunteer members as required by law, and in amounts required by State Law.

(b) A franchisee must annually supply a certificate of insurance for all requirements contained within this Section. Additionally, Franchisee must immediately notify the Board if Franchisee's insurance lapses, or is otherwise suspended, voided, canceled, or reduced in coverage or in limits for any reason.

(c) A franchisee shall indemnify, defend, and hold harmless the County for everything under this Chapter.

(d) A franchisee must name the County as an additional insured on a primary basis for all policies required in this Chapter. Waiver of Subrogation shall be issued in favor of the County with respect to all policies as required by this Chapter.

(e) A franchisee's insurance shall be considered primary for losses which occur as a direct result of actions attributable to Franchisee. Further, Franchisee's insurance shall cover the County for any liability arising out of the activities performed by or on behalf of Franchisee, including products or completed operations of Franchisee; or automobiles owned, leased, hired, or borrowed by Franchisee. This coverage cannot contain any special limitations as to the scope of the protection afforded to the County, its elected officials, officials, officers, employees, agents, or volunteers.

(f) Any insurance maintained by the County shall be in excess of the Franchisee's insurance.

(g) Failure to comply with any portion of this Section may result in immediate termination of the Franchise upon written notice to the Franchisee by the County.

SECTION 12: FRANCHISE RECORDS

Each Ambulance Franchisee shall maintain the following records:

(a) Record of dispatch. Records shall show the time a call was received, time personnel dispatched, time arrived on scene, time arrived at destination, time in service, and time returned to base.

(b) Trip record. The trip record must provide the Patient with a copy containing all required information. A copy of the trip record may serve as a receipt for any charges paid.

(c) Biweekly checklists. There shall be a minimum of biweekly driver and attendant checklists of contents and equipment of each vehicle and organization signed by the individuals verifying vehicle operation and equipment.

SECTION 13: RATES AND CHARGES

(a) Each Franchisee must submit a schedule of rates to the Board for approval and shall not charge more or less than the approved rates without prior written authorization of the Board.

(b) No Ambulance Service shall attempt to collect rates on calls for service until the Patient:

1. Has reached the point of destination, received medical attention and is in a condition, deemed by the physician, fit to consult with the Ambulance Service. The Ambulance Service may attempt to secure guarantee of payment with the Patient's family or guardian once the Patient is in the process of receiving medical attention; or

2. Refuses to be transported to a medical facility to receive additional medical attention after the Patient received medical attention from the Ambulance Service.

(c) A Patient may be required to pay for transportation to a nonemergency facility in advance of the Ambulance trip only for nonmedically necessary transports.

SECTION 14: EMERGENCY MEDICAL SERVICES MUTUAL AID

(a) To promote and improve safety, the County uses emergency medical services from other jurisdictions when possible.

(b) Nothing in this Section shall be construed to require the County or its departments or agents to be responsible for the payment or collection of emergency medical services provided within any other county other than the County, except a county requesting mutual aid in a disaster should make provisions to reimburse the County, expenses incurred, as a result of the disaster response.

(c) The County must authorize mutual aid to surrounding counties for the use of the County gas pumps for emergency vehicles coming through the County

when private gas stations are closed. The County shall be reimbursed for such costs.

SECTION 15: PENALTIES

Any Person violating a provision of this Chapter shall be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

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

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

"Section 3A, Test and Tune Events Temporarily Permitted

In addition to those times permitted by Section 3, above, the owner and/or operator of any raceway, racetrack, or drag strips may schedule and operate no more than four (4) "Test and Tune events" on weekdays (Monday through Friday) between the hours of 10:00 a.m. and 4:00 p.m. in each calendar month. "Test and Tune event" means a race team bringing a car to the track, running laps, adjusting settings on the car, and then running more laps, with no racing, no crowd, and no money taken at the gate."

"This Section 3A is effective immediately upon enactment and it expires automatically without further action on October 31, 2024."

Enacted this the 8 day of July, 2024.

Randy T. Church, Chairman

Attest:

Abby Rich, County Clerk

CALDWELL COUNTY 18 41 NORTH CAROLINA

RESOLUTION

09-2024

RECOGNIZING AND APPROVING OF THE CALDWELL COUNTY OFFICIAL AMERICA 250 NC COMMITTEE

A resolution of Caldwell County, North Carolina, supporting the America 250 NC committee for the United States semiquincentennial (AMERICA 250 NC).

WHEREAS, Roy Cooper, Governor of North Carolina created AMERICA 250 NC to plan, encourage, develop, and coordinate the commemoration of the 250th anniversary of the United States and North Carolina's integral role in that event and the role of its people on the nation's past, present, and future; and

WHEREAS, AMERICA 250 NC has a mission to engage ALL North Carolinians and ALL 100 counties through their many signatures and officially recognized programs, projects, and events over the commemoration by inspiring future leaders and celebrating North Carolina's contributions to the nation over the last 250 years; and

WHEREAS, by adoption of America 250 NC's mission, Caldwell County Committee is officially formed to achieve the goals of America 250 NC.

NOW, THEREFORE, BE IT RESOLVED, that the County of Caldwell hereby endorses AMERICA 250 NC and its mission; and

BE IT FURTHER RESOLVED, the County of Caldwell officially establishes an AMERICA 250 NC Committee made up of a diverse group of citizens to work with AMERICA 250 NC on any and all activities. The participants of the Caldwell County Committee will be strictly voluntary roles and there will be no compensation for participation.

IT IS FURTHER RESOLVED that a copy of this resolution be sent to the legislative delegation and the AMERICA 250 NC Committee.

Adopted this 8th day of July, 2024.

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

ATTEST:

Abby Rich, NCCCC
County Clerk

RESOLUTION

10-24

**RESOLUTION BY THE COUNTY OF CALDWELL
AUTHORIZING EXECUTION OF OPIOID SETTLEMENTS AND APPROVING THE
SECOND SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS**

WHEREAS, the opioid overdose epidemic has taken the lives of more than 37,000 North Carolinians since 2000; and

WHEREAS, the COVID-19 pandemic has compounded the opioid overdose crisis, increasing levels of drug misuse, addiction, and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total economic burden of prescription opioid misuse alone in the United States is $78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct; and

WHEREAS, a settlement has been reached in litigation against the Kroger Co. ("Kroger") as well as its subsidiaries, affiliates, officers, and directors named in the Kroger Settlement; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Second Supplemental Agreement for Additional Funds (SAAF-2) to provide for the equitable distribution of the proceeds of these settlements; and

WHEREAS, by joining the settlements and approving the SAAF-2, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments, including Caldwell County and its residents, to sign onto the settlements and SAAF-2 and demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds received both in the state and this county to help abate the harm; and

WHEREAS, the SAAF-2 directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners of Caldwell County hereby authorizes the County Manager to execute all documents necessary to enter into opioid settlement agreements with Kroger, to execute the SAAF-2, and to provide such documents to Rubris, the Implementation Administrator.

Adopted this the 8th day of July 2024.

Randy T. Church, Chairman
Caldwell County Board of Commissioners

ATTEST:

Abby Rich, NCCCC
County Clerk

SEAL

