Caldwell County
North Carolina
Board of Commissioners Meeting

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

DRAFT

MINUTES

Attendance

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

Call to Order

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

Public Comment Period

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

Invocation

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

Pledge of Allegiance

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

Agenda Amendments from the Board, Manager & Public Agenda Items

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

Vote:

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

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

Agenda Items

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

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

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

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

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

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

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

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

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

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

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

3. 2026 - 2027 Budget Presentation

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

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

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

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

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

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

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

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

4. 2026 - 2027 Budget Public Hearing

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

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

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

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

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

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

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

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

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

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

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

5. 2026 - 2027 Budget Ordinance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Resolution 2026 - 2027 Fee Schedule

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

Consent

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

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

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

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

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

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

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

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

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and collection.

14. Appointments to the Library Board of Trustees

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

15. Appointments to the Economic Development Advisory Committee

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

16. Local Water Supply Plan Resolutions

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

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

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

18. North Caldwell EMS Response Contract with Watauga County

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

19. Gamewell Fire Department Housing Contract

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

20. Athletic Postseason Travel Grant Pool Policy

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

21. Caldwell County Local Team Report for 2025

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

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22. Tri-County Motor Speedway - Fireworks Application

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

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

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

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

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

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

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

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

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

Closed Session

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

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

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

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

Adjourn

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

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

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

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

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

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

RESOLUTION

12-2026

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

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

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

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

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

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

Adopted this 22nd day of June 2026

Randy T. Church, Chairman
Caldwell County Board of Commissioners

Attest:

Tasha Brown, Clerk to the Board

34

BK 2168 PG 1161 - 1161 (1)
This document presented and filed:
06/24/2026 10:23:51 AM

Fee $0.00

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

PROCLAMATION

08-2026

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

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

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

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

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

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

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

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

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

Adopted this 22rd day of June, 2026.

Randy Church, Chairman
Caldwell County Board of Commissioners

Attest:

Tasha Brown
Clerk to the Board

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

A RESOLUTION BY THE COUNTY OF CALDWELL

TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS

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

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

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

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

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

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

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

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

Fee $0.00
10120252
Caldwell County North Carolina
Wayne L. Rash, Register of Deeds

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

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

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

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

g. Provider: Caldwell County PORT.

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

Adopted this the 22nd day of June 2026.

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

ATTEST:

Tasha Brown, County Clerk

CALDWELL COUNTY 18 41 NORTH CAROLINA

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

Fee $0.00
10120245

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

RESOLUTION

8-2026

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

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

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

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

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

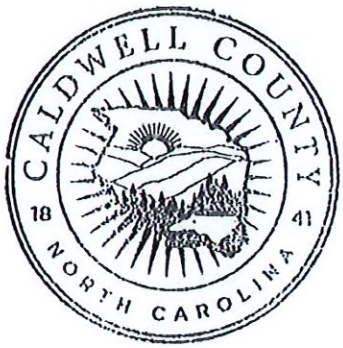
BE IT FURTHER RESOLVED THAT THE CALDWELL COUNTY BOARD OF COMMISSIONERS INTENDS THAT THIS PLAN SHALL BE REVISED TO REFLECT CHANGES IN RELEVANT DATA AND PROJECTIONS AT LEAST ONCE EVERY FIVE YEARS OR AS OTHERWISE REQUESTED BY THE DEPARTMENT, IN ACCORDANCE WITH THE STATUTE AND SOUND PLANNING PRACTICE, WITH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

Adopted This The 22nd Day of June, 2026

Randy T. Church, Chairman

ATTEST:

Tasha Brown, Clerk to the Board



BK 2168 PG 1143 - 1148 (6)
This document presented and filed:
06/24/2026 10:23:15 AM

Fee $0.00
10120246
Caldwell County North Carolina
Wayne L. Rash, Register of Deeds

RESOLUTION

9-2026

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

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

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

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

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

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

Adopted This The 22nd Day of June, 2026

Randy T. Church, Chairman

ATTEST:

Tasha Brown, Clerk to the Board

CALDWELL COUNTY 18 41 NORTH CAROLINA

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

Fee $0.00
10120247

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

RESOLUTION

10-2026

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

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

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

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

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

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

Adopted This The 22nd Day of June, 2026

Randy T. Church, Chairman

ATTEST:

Tasha Brown, Clerk to the Board

CALDWELL COUNTY 18 41 NORTH CAROLINA

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

RESOLUTION

11-2026

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

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

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

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

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

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

Adopted This The 22nd Day of June, 2026

Randy T. Church, Chairman

ATTEST:

Tasha Brown, Clerk to the Board

CALDWELL COUNTY 18 41 NORTH CAROLINA

INTERLOCAL AGREEMENT

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

FOR REGIONAL ADULT TREATMENT COURT COORDINATION SERVICES

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

I. PURPOSE

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

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

II. AUTHORITY

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

III. TERM

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

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

IV. SCOPE OF COLLABORATION

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

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

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

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

V. STAFFING STRUCTURE

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

The Treatment Court Coordinator shall:

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

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

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

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

VI. FUNDING AND PAYMENT

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

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

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

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

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

VII. GOVERNANCE AND COORDINATION

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

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

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

VIII. RECORDS, REPORTING, AND DATA SHARING

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

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

IX. LIABILITY AND INDEMNIFICATION

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

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

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

X. TERMINATION

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

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

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

XI. AMENDMENTS

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

XII. ENTIRE AGREEMENT

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

SIGNATURES

BURKE COUNTY, NORTH CAROLINA

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

CALDWELL COUNTY, NORTH CAROLINA

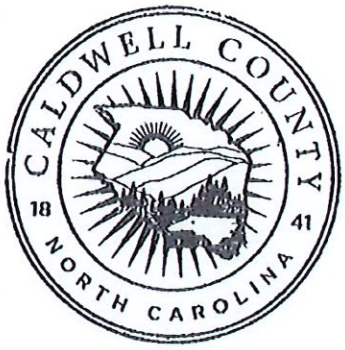
By: _____

Name: Randy Church

Title: Chairman, Board of Commissioners

Date: 6-22-2026

Attest: Tasha Brown



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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CALDWELL COUNTY

By: Randy T. Church, Chairman

Attest:

Clerk, Caldwell County Board of Commissioners

WATAUGA COUNTY

By: Braxton Eggers, Chairman

Attest:

Clerk, Watauga County Board of Commissioners

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

Caldwell County Finance Officer

Watauga County Finance Officer

STATE OF NORTH CAROLINA
CALDWELL COUNTY

AGREEMENT FOR HOUSING CALDWELL COUNTY AMBULANCE CREW

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

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

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

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

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

II. **GENERAL RESPONSIBILITIES**.

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

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

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

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

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

III. **RESPONSIBILITIES OF CALDWELL COUNTY.**

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

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

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

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

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

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

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

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

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

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

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

IV. RESPONSIBILITIES OF GAMEWELL FIRE DEPARTMENT.

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

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

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

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

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

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

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

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

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

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

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

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

V. INSURANCE COVERAGE

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

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

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

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

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

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

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

C. Non-Waiver of Subrogation: Caldwell County does not waive its rights to subrogation against Gamewell Fire Department.

VI. **HEALTH AND SAFETY**. Gamewell Fire Department shall be responsible for initiating and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing services under this Agreement.

VII. **LIABILITY FOR DAMAGE TO PROPERTY AND INDEMNIFICATION**. Each party shall be responsible for, and shall promptly repair or reimburse the other party for, any damage to the other party's real or personal property caused by the negligent or wrongful acts or omissions of such party, its employees, agents, volunteers, or invitees in connection with this Agreement. The responsible party's insurance (including its Commercial General Liability and Umbrella policies) shall respond to the extent coverage is available. In addition, each party shall indemnify, defend, and hold harmless the other party, its officers, employees, and agents from and against any and all third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from the negligent or wrongful acts or omissions of the indemnifying party or its employees, agents, or volunteers under this Agreement, except to the extent caused by the gross negligence or willful misconduct of the indemnified party.

VIII. **NON-DISCRIMINATION IN EMPLOYMENT**. All parties to this agreement shall not discriminate against any employee or applicant for employment because of age, race, creed, national origin, or disability.

IX. **GOVERNING LAW**. This agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this agreement shall be brought in the General Court of Justice in the County of Caldwell and the State of North Carolina.

X. **TERMINATION OF AGREEMENT**.

a. This Agreement may be terminated, without cause, by either party upon a ninety (90) day written notice to the other party. The termination notice period shall begin upon receipt of the notice of termination.

b. This Agreement may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of the Agreement, if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be

entitled to such additional rights and remedies as may be allowed by relevant law.

c. Termination of this Agreement, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party. Upon termination, all county equipment, including but not limited to vehicles paid for or reimbursed by Caldwell County shall be returned to Caldwell County, unless otherwise agreed in writing.

d. Non-Appropriation. Notwithstanding any term of the Agreement, The obligations of Caldwell County under this Agreement are contingent upon the appropriation of sufficient funds by the Caldwell County Board of Commissioners in each fiscal year. If, in any fiscal year, the Caldwell County Board of Commissioners fails to appropriate or otherwise make available sufficient funds to fulfill Caldwell County's obligations under this Agreement, Caldwell County may terminate this Agreement effective upon thirty (30) days' prior written notice to Gamewell Fire Department. In the event of such termination, Caldwell County shall have no further liability or obligation to Gamewell Fire Department under this Agreement, and Gamewell Fire Department shall have no claim against Caldwell County for damages or compensation arising from such termination. This clause shall not affect any obligations of either party that have accrued prior to the effective date of termination or any obligations for which funds have already been appropriated.

XI. **SUCCESSORS** AND ASSIGNS. Neither party may assign its interest in this Agreement without the written consent of the other party. Neither party has the authority to enter into contracts on behalf of the other party.

XII. **NOTICES.** All notices which may be required by this Agreement shall be effective when received by certified mail sent to the following respective addresses:

CALDWELL COUNTY EMS DEPARTMENT
P.O. BOX2200
LENOIR, NORTH CAROLINA 28645

GAMEWELL FIRE DEPARTMENT
2806 MORGANTON BLVD.
LENOIR, NORTH CAROLINA 28645

XIII. **RESPONSIBILITY FOR EXPENSES**. Neither party shall be liable to the other party for any expenses paid or incurred by the other party unless otherwise agreed in writing.

XIV. **ENTIRE AGREEMENT**. This Agreement, as well as The Caldwell County Franchise Ordinance shall constitute the entire understanding between Caldwell County and Gamewell Fire Department and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

XV. **HEADINGS**. The subject headings of the paragraphs are included for the purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

IN TESTIMONY WHEREOF, Caldwell County has caused this instrument to be executed by the Chairman of Board of County Commissioners and attested by the Clerk of the Board of County Commissioners, and The Gamewell Fire Department has caused this instrument to be signed in its name by its President, attested by its Secretary, and its corporate seal hereto affixed, all by authorization of its Board of Directors duly given.

CALDWELL COUNTY

By: _____

Name: Randy Church

Title: Chairman, Board of Commissioners

Date: _____

Attest:

_____

Clerk to the Board

(SEAL)

THE GAMEWELL VOLUNTEER FIRE DEPARTMENT, INC.

BY: _____,President

DATE: _____

BY: _____,Chief

DATE: _____

_____
Secretary/Clerk

(SEAL)

Policy for Board of Commissioners Action on Caldwell County Schools Athletic Postseason Travel Grants

Effective Date: July 1, 2026

Purpose: To establish a structured annual grant process that funds travel, lodging, and meal costs exclusively for Caldwell County School System athletic teams and individual student-athletes advancing to state championship opportunities, while delegating all allocation authority entirely to the school system.

1. Policy Statement
The Caldwell County Board of Commissioners recognizes the unique and often unpredictable financial burden placed on student-athletes, families, and schools when teams or individual competitors qualify for postseason play. To support these achievements, the Board will fund an annual **Athletic Postseason Travel Grant Pool**. This pool is strictly reserved for travel needs resulting from state championship opportunities outside of regular season events. The Caldwell County School System will maintain 100% autonomy and final authority over how these funds are distributed and spent among its qualifying schools, teams, and individual athletes.

2. Funding Mechanism and Grant Pool
- **Annual Appropriation:** The Board of Commissioners will allocate a lump sum to the Athletic Postseason Travel Grant Pool once per fiscal year.
- **Budget Integration:** The specific dollar amount of the grant pool will be determined each year by the Board as part of the county's standard annual budget process.
- **Direct Transfer:** The entire approved annual grant pool will be transferred directly to the Caldwell County School System finance department as a single allocation.

3. Strict Limitation on Use (Postseason Only)
- **Postseason Intent:** Funds must be used exclusively for full teams, partial squads, or individual student-athletes (along with their coaching staff) who advance to regional or state-level championship opportunities.
- **Regular Season Exclusion:** This grant pool **cannot** be used to fund regular-season travel, standard conference games, regular tournament events, or routine transportation needs.
- **Eligible Expenses:** For qualifying postseason events, funds are limited to:
    - **Transportation:** Charter buses, activity buses, and fuel costs for buses
    - **Lodging:** Hotel rooms and accommodations for overnight championship events.

- **Meals:** Food, per diems, or tournament meal allowances for participating student-athletes, individual qualifiers, and coaches.

- **General Exclusions:** Funds **cannot** be used for athletic equipment, uniforms, facility upgrades, salaries, or booster club operations.

4. Absolute School System Autonomy

- **Allocation Control:** The Caldwell County School System has 100% authority to determine which schools, athletic programs, specific qualifying postseason teams, or individual athletes receive funding from the pool.
- **Decision Criteria:** The school system will establish its own internal criteria to prioritize funding among advancing teams and individuals (e.g., travel distance, roster/qualifier size, financial need).
- **No County Oversight on Selection:** The Board of Commissioners will play no role in selecting recipient teams or individuals, approving individual postseason trips, or resolving internal school funding disputes.

5. Procurement and Administrative Compliance

- **School Procurement Rules:** All expenditures, bookings, and vendor selections made with these funds must follow the official procurement and purchasing policies of the Caldwell County School System.
- **Fund Roll-Over:** Any unspent monies remaining in the grant pool at the end of a fiscal year will not revert to the County. The school system will roll these funds over into the next fiscal year to accumulate and offset future postseason travel spikes.
- **Financial Reporting:** At the close of each fiscal year, the School System will provide a brief summary report to the County Manager showing the starting balance, expenditures (listed by qualifying team/individual and travel category), and the roll-over balance to ensure transparency for county taxpayers.

Adopted this 22nd day of June, 2026.

Randy Church, Chairman
Caldwell County Board of Commissioners

Attest:

Tasha Brown, Clerk to the Board

NORTH CAROLINA
CALDWELL COUNTY

MEMORANDUM OF AGREEMENT
CALDWELL COUNTY, NORTH CAROLINA
EMERGENCY SERVICES RESPONSE
FOR CALDWELL COUNTY
Between
CALDWELL COUNTY AND THE TOWN OF SAWMILLS

I. SUBJECT AND PURPOSE

This Local Government Assistance Agreement is entered into by and between Caldwell County, North Carolina, a political subdivision of the State of North Carolina (referred to as COUNTY), and the Town of Sawmills, a North Carolina Municipal Corporation (TOWN). The parties through this agreement intend to improve fire, rescue and pre-hospital medical care for all of Sawmills Rural Fire District. The purpose of this agreement is to establish a clear understanding of the obligations of all parties that have executed this agreement.

II. PARTIES

The parties to this agreement are: Caldwell County (COUNTY) and Town of Sawmills (TOWN).

III. BACKGROUND AND AUTHORITY

The COUNTY under G.S 69-25.5, G.S. 153A-233; G.S. 153A-250 and G.S. 143-517 has the authority to contract for fire-fighting or prevention services with one or more incorporated volunteer fire departments and/or municipalities; and may for these purposes appropriate funds not otherwise limited as to use by law. Secondly having the authority to regulate and control emergency medical and rescue services within its political and geographical boundaries.

IV. DUTIES AND RESPONSIBILITIES OF CALDWELL COUNTY (COUNTY)

CALDWELL COUNTY agrees to:

- Collect all applicable fire and rescue taxes in Sawmills Rural Fire District and agrees to return the funds to the Town monthly.
- Provide Advance Life Support ambulance coverage for all of Caldwell County and mutual aid to surrounding counties when adequately staffed..
- Caldwell County EMS agrees to replace medical supplies used on scene as long as patient care is not compromised. Any supplies used and not replaced at the scene shall be requested to the EMS Logistics Chief or designee with appropriate paperwork. Supplies with an expiration date can be swapped out no later than 3 months prior to the expiration date. Supplies will be picked up at the Logistics Warehouse upon appointment.

- All FIRE/RESCUE agencies within Caldwell County will operate under the Caldwell County EMS system plan and the Caldwell County Medical Director.
- Any FIRE/RESCUE agency personnel shall be a Caldwell County EMS employee to function at the ALS level in the Caldwell County EMS system plan.

V. CONTRACT CATEGORIES

(Check all that apply)

__☒__ **Provide Fire Suppression and Fire Prevention:** including but not limited to the following guidelines.

- During the term of this contract, the TOWN agrees to maintain and equip the department located at 4068 Highway 321-A, Granite Falls, NC 28630 and used as the department for Sawmills Rural Fire District.
- TOWN agrees to provide fire suppression and fire prevention within the boundaries of the Sawmills Rural Fire District.
- TOWN agrees to expend all tax district funds received pursuant to this contract in the performance of this furtherance of providing Fire Protection, Fire Prevention, Rescue Services and Emergency Medical Care within the boundaries of the Sawmills Rural Fire District.
- A fire department shall have a minimum of 20 personnel with 18 designated as firefighters and 2 as traffic personnel or show through documentation that averages of 12 firefighters have responded to each of the previous 20 structure fires.
- All firefighter members shall comply with the training requirements set forth in G.S. 58-86-25.
- Whenever a fire department responds to a fire, the chief of that department shall complete or cause to be completed a fire incident report, which report shall be on form prescribed by the Department of Insurance. When such report is made without fraud, bad faith, or actual malice, the person making the report is not subject to liability for libel or slander. The department shall forward a copy of the completed report to the fire marshal of the county in which the fire occurred. If there is no fire marshal a copy should be forwarded to the county commissioners. All bodies that receive a copy of the said report shall maintain a copy for five years, under G.S. 58-79-45.

__☒__ **Provide First Responder Services:** which includes the following guidelines.

- No personnel other than members designated as a First Responder who holds an active North Carolina certification of Medical Responder or higher will answer First Responder calls.
- All First Responders are required to maintain training hours as set forth by NCOEMS and the Caldwell County EMS System Plan.
- Each First Responder Unit should have proper identification or agency seal in sight.

- The TOWN shall maintain an active and updated roster of EMS Certified Personnel on the Fire/Rescue Agency's Continuum Account.
- The TOWN shall provide a list of 4 personnel (officers or senior members) that are EVD certified to be screened for clean license check by Human Resource department before operating a county ambulance.

Provide Rescue Services: (Check area that applies)

_____ **Light Rescue:**
- Provide Light Rescue for your designated district
- Must meet all requirements set forth by the North Carolina Association of Rescue and Emergency Medical Services Light rescue certification.

_____ **Medium Rescue:**
- Provide Medium Rescue for your designated district
- Must meet all requirements set forth by the North Carolina Association of Rescue and Emergency Medical Services Medium rescue certification.

__☒__ **Heavy Rescue:**
- Provide Heavy rescue for your designated district
- Must meet all requirements set forth by the North Carolina Association of Rescue and Emergency Medical Services Heavy rescue certification.

VI. INSURANCE REQUIREMENTS

- Workers Compensation: Caldwell County shall at its own expense provide workers compensation coverage for all paid Caldwell County EMS employees as required by law. Town shall at its own expense maintain workers compensation coverage for its paid and volunteer members as required by law.

- Town shall at its own expense procure and continuously maintain during the term of this Agreement the minimum insurance coverages set forth below, with insurers authorized to do business in North Carolina. Caldwell County shall be named as an additional insured on all liability policies with respect to Town's operations, use of facilities, or performance under this Agreement. Certificates of insurance shall be provided to the County prior to commencement of this Agreement. In addition, the Certificate of Insurance should note that the policies of the Town are written on a primary and noncontributory basis. A Certificate of Insurance noting the Additional Insured status shall be issued on an annual basis. All policies shall provide Caldwell County at least thirty (30) days' prior written notice of cancellation or material change.

- Commercial General Liability, Medical Professional Liability, Employment Practices Liability and Errors and Omissions: Coverage with minimum limits of $1,000,000 per occurrence and $2,000,000 general aggregate. Coverage shall be primary and non-contributory to any insurance carried by Caldwell County.

- Business Auto Coverage: Coverage with minimum of $1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired non-owned vehicles, and employee non-owned vehicles.
- Management or Directors and Officers liability: Coverage with minimum limits of $1,000,000 per claim and $2,000,000 aggregate
- Umbrella Liability: Coverage minimum limits of $1,000,000 per occurrence and aggregate, providing coverage in excess of the underlying Commercial General Liability, Business Automobile Liability, and Employers' Liability policies.
- The TOWN shall furnish proof of compliance with the insurance coverage requirements of this contract upon request of Caldwell County.

VIII. TERM OF AGREEMENT.

1) The term of this Agreement shall be JULY 1, 2026 to JUNE 30, 2030, fulfilling the original term of the agreement between the County and SVFR.

   The parties acknowledge County currently has an agreement with Sawmills Volunteer Fire & Rescue, Inc. ("SVFR"), whereby SVFR provides the services set forth within this Agreement between Town and County, and whereby County is contractually obligated to collect the applicable fire and rescue taxes before returning them to SVFR each month. SVFR is currently in the process of dissolution and is conveying its assets to Town. As evidenced by the signature from SVFR on this document and their written notification to the County, SVFR has given adequate written notice of its termination of its agreement with County.

2) The parties previously entered into an agreement whereby County agreed to provide tax administration services for Town, including the listing, assessment and collection of Town's municipal ad valorem property taxes by County (the "Tax Administration Agreement"). The initial term of the Tax Administration Agreement was from July 1, 2006 until June 30, 2008, and thereafter renewed automatically each fiscal year. The parties acknowledge that Town will collect Town's own ad valorem property taxes, including those for fire/rescue, beginning with the start of the 2027 fiscal year which begins July 1, 2027. The parties agree this provision constitutes County's adequate termination in writing of the Tax Administration Agreement, and that the Tax Administration Agreement shall have no force or effect beginning with the 2027 fiscal year which begins July 1, 2027.

IX. TERMINATION

Either party may terminate this agreement for any reason and at any time, Provided that the terminating party provides at least 60 day prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail return receipt requested.

X. MODIFICATION OF THIS AGREEMENT
The said TOWN will not assign this contract without obtaining prior written permission from Caldwell County. Modification of this agreement must be in writing and duly executed by both parties.

XI. COMMUNICATIONS
To provide consistent and effective communications between Caldwell County and said TOWN agency, each party shall appoint Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this agreement.

XII. Execution
This agreement will become effective upon execution of all parties to the agreement. The date of execution shall be the date of the last signature, which shall be that of the last official signature.

IN TESTIMONY WHEREOF, Caldwell County has caused this instrument to be executed by the Chairman of Board of County Commissioners and attested by the Clerk of the Board of County Commissioners, and The Town of Sawmills has caused this instrument to be executed by the Mayor of the Sawmills Town Council and attested by the Clerk of the Sawmills Town Council.

(Signatures Appear on the Following Pages)

CALDWELL COUNTY NORTH CAROLINA

By: _____ DATE: 06/25/26
Chairman, Caldwell County Board of Commissioners

ATTEST:

By: Tasha Brown DATE: 06/25/26
Caldwell County Clerk

By: _____ DATE: 06/25/2026
Trevor Key, Director
Caldwell County Emergency Services

APPROVED By: _____ DATE: 06/25/26
Dr. Garrett Snyder, Medical Director

TOWN OF SAWMILLS

By: _____ DATE: 07/01/2026
Keith Warren, Sawmills Mayor

ATTEST:

By: _____ DATE: 07/01/2026
Abigail Rich, Sawmills Town Clerk

By: _____ DATE: 07/01/2026
Sawmills Fire / Rescue Chief

571086.1

CONCURRENCE FROM SAWMILLS VOLUNTEER FIRE AND RESCUE, INC.

ATTEST:

By: Greg Wilson DATE: 07/01/2026
Greg Wilson, President of the Board of Directors.

571086.1