MEMORANDUM

THRU: Shane Fox, County Manager

TO: Caldwell County Board of Commissioners

FROM: Josh Angle, Tax Administrator

SUBJECT: 2025 Tax Collectors Settlement and 2026 Charge to the Tax Collector

DATE: July 2, 2026

Requires Board Action

In accordance with NCGS 105-373 (a) settlement of 2025 taxes is hereby submitted for the Board's information, approval, and recharge to the tax collector for the collection of 2025 taxes indicated.

2025 Outstanding Taxes

2025 Real & Personal Taxes County Taxes Only Vehicle Taxes Listed Separately	$ 1,344,589.70
Total 2025 Outstanding	$ 1,344,589.70 = 2.48%

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

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

In accordance with NCGS 105-321 & 352 requests the attached tax receipt charge is authenticated by the Chairman of the Board of Commissioners for 2026 taxes.

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

Josh Angle, Tax Administrator

NORTH CAROLINA, CALDWELL COUNTY

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

Witness my hand and official seal, this the 2 day of July 2026.



Candace W McLean
Notary Public

My Commission Expires: September 22, 2030

STATE OF NORTH CAROLINA

COUNTY OF CALDWELL

To the Tax Collector of the County of Caldwell:

You are hereby authorized, empowered, and commanded to collect the taxes for 2026 set forth in the tax records filed in the office of the Caldwell County Tax Collector and in the tax, receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Caldwell, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this 27th day of July 2026

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

Attest:

Tasha Brown
Tasha Brown, Clerk to the Board

CALDWELL COUNTY
18 41
NORTH CAROLINA

Fee $0.00

BK 2171 PG 917 - 918 (2)

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10121419

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

CALDWELL COUNTY
NORTH CAROLINA

RESOLUTION CONFERRING UPON THE CALDWELL COUNTY BOARD OF COMMISSIONERS ALL POWERS, RESPONSIBILITIES, AND DUTIES OF THE CALDWELL COUNTY BOARD OF SOCIAL SERVICES AND THE CALDWELL COUNTY BOARD OF HEALTH PURSUANT TO N.C.G.S. § 153A-76 AND N.C.G.S. § 153A-77(a) AND ALSO PROVIDING FOR THE CREATION OF COUNTY SOCIAL SERVICES AND PUBLIC HEALTH ADVISORY BOARDS

WHEREAS, N.C.G.S. § 153A-76 and N.C.G.S. § 153A-77 set out the authority of county boards of commissioners over county commissions, boards, and agencies;

WHEREAS, N.C.G.S. § 153A-77(a) authorizes a county board of commissioners to assume direct control of any activities theretofore conducted by or through any commission, board, or agency, including the board of social services and the board of health, by the adoption of a resolution assuming and conferring upon the board of county commissioners all powers, responsibilities, and duties of such commission, board, or agency; and

WHEREAS, the Caldwell County Board of Commissioners (the "Board of Commissioners") hereby states its intention to assume and confer upon itself all powers, responsibilities, and duties of both the Caldwell County Board of Social Services and the Caldwell County Board of Health;

WHEREAS, the Board of Commissioners may exercise this power and authority after a public hearing held by the Board of Commissioners pursuant to at least a thirty (30) days' notice given in a newspaper having general circulation in Caldwell County;

WHEREAS, a notice of public hearing in these matters was published on June 27, 2026 in *The Lenoir News Topic*, a newspaper having general circulation in Caldwell County;

WHEREAS, said public hearing was held at a regular meeting of the Board of Commissioners on July 27, 2026;

WHEREAS, N.C.G.S. § 153A-76(a) further provides that the Board of Commissioners "may . . . appoint advisory boards, committees, councils and agencies composed of qualified and interested county residents to study, interpret and develop community support and cooperation in activities conducted by or under the authority of the board of commissioners…";

WHEREAS, the Board of Commissioners considers it critical to have the input of interested county residents on social services and public health matters; and

WHEREAS, the Caldwell County Board of Commissioners were convened in a regular meeting with a quorum present;

THEREFORE, the Board of Commissioners of Caldwell County resolves that:

1. The Board of Commissioners, pursuant to N.C.G.S. § 153A-76 and N.C.G.S. § 153A-77(a), does hereby assume and confer upon itself all powers, responsibilities, and duties of the Caldwell County Board of Social Services, effective as of the date hereof.

2. The Board of Commissioners, pursuant to N.C.G.S. § 153A-76 and N.C.G.S. § 153A-77(a), does hereby assume and confer upon itself all powers, responsibilities, and duties of the Caldwell County Board of Health, effective as of the date hereof.

3. The Board of Commissioners hereby creates the Caldwell County Social Services Advisory Board. This Board shall have the same membership and terms as the Caldwell County Board of Social Services immediately prior to the adoption of this resolution.

4. The Board of Commissioners hereby creates the Caldwell County Public Health Advisory Board ("Advisory Board"). The Advisory Board shall have the same membership and terms as the Caldwell County Board of Health immediately prior to the adoption of this resolution. Notwithstanding anything to the contrary, the Advisory Board shall be the "advisory committee" required by N.C.G.S. § 153A-77 and shall have a membership consistent with the membership described in N.C.G.S. § 130A-35. The Advisory Board is hereby charged with providing advice and recommendations to the Board of Commissioners, in the Board of Commissioners' capacity as the local board of health, on matters relating to public health as the Board of Commissioners or County Manager may from time to time request.

Adopted the 27th day of July 2026

Randy Church, Chairman
Caldwell County Board of Commissioners

ATTEST:

Tasha Brown
Clerk to the Board

CALDWELL COUNTY 18 NORTH CAROLINA 51

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Fee $0.00
10121420
Caldwell County North Carolina
Wayne L. Rash, Register of Deeds

RESOLUTION

16-2026

CALDWELL COUNTY
NORTH CAROLINA DEPARTMENT OF COMMERCE
FOOTHILLS REGIONAL AIRPORT INDUSTRIAL PARK SEWER EXTENSION PROJECT

BE IT RESOLVED, that a grant from the Department of Commerce through the County of Caldwell be made to assist the Foothills Regional Airport Industrial Park Sewer Extension Project.

BE IT FURTHER RESOLVED, that Caldwell County will administer this grant in accordance with the rules and regulations of the Department of Commerce.

BE IT FURTHER RESOLVED, that Caldwell County will administer this grant through the County Finance Office.

BE IT FURTHER RESOLVED, that the grant will be monitored quarterly to assure compliance with this proposal and the Department of Commerce regulations.

BE IT FURTHER RESOLVED, that the amount of the grant application will be $709,508.00.

ADOPTED this 27th day of July 2026.

Randy T. Church, Chairman
Caldwell County Board of Commissioners

Attest:

Tasha Brown, Clerk to the Board

BK 2171 PG 1324 - 1324 (1)
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07/29/2026 12:59:34 PM

Fee $0.00
10121486

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

RESOLUTION

13-2026

Resolution Approving Conveyance of Personal Property to a Governmental Entity in North Carolina Pursuant to G.S. 160A-280

WHEREAS, Caldwell County is the owner of a 2016 Ford Expedition with VIN number 1FMJU1JT4GEF27295; and

WHEREAS, this vehicle is currently in the Emergency Services fleet and has 172,624 miles on the odometer; and

WHEREAS, Caldwell County has determined that the personal property described above is surplus, obsolete, or unused; and

WHEREAS, North Carolina General statute, section 160A– 280 authorizes the County to make such a donation, if authorized by the Commissioners by Resolution adopted at a regular meeting of the Board.

WHEREAS, Caldwell County agrees to convey this personal property "AS IS" for the sum of $1.00 to Avery County, for the intended public use of this property in the service of all Avery County citizens; and

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

NOW THEREFORE, THE BOARD OF COMMISSONERS RESOLVE THAT:

1) The Caldwell County Emergency Services Department is authorized to donate the 2016 Ford Explorer aforementioned to Avery County for the sum of $1.00 for public service; and
2) The County Manager is authorized to execute all documents necessary to convey title to aforementioned personal property, with the caveat that any proceeds generated from sale be returned.

Adopted this the 27th. day of July 2026.

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

Cindy Turbyfill, County Manager
Avery County

ATTEST: Tasha Brown
Tasha Brown, Clerk to the Board

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07/29/2026 12:59:35 PM

Fee $0.00
10121487
Caldwell County North Carolina
Wayne L. Rash, Register of Deeds

RESOLUTION

14-2026

Resolution Approving Conveyance of Personal Property to a Governmental Entity in North Carolina Pursuant to G.S. 160A-280

WHEREAS, Caldwell County is the owner of a 2020 Ford F-150 with VIN number 1FTEW1P45LKD34326; and

WHEREAS, this vehicle is currently in the Emergency Services fleet and has 150,257 miles on the odometer; and

WHEREAS, Caldwell County has determined that the personal property described above is surplus, obsolete, or unused; and

WHEREAS, North Carolina General statute, section 160A– 280 authorizes the County to make such a donation, if authorized by the Commissioners by Resolution adopted at a regular meeting of the Board.

WHEREAS, Caldwell County agrees to convey this personal property "AS IS" for the sum of $1.00 to Kings Creek Fire Department, for the intended public use of this property in the service of Caldwell County citizens; and

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

NOW THEREFORE, THE CALDWELL COUNTY BOARD OF COMMISSONERS RESOLVE THAT:

1) The Caldwell County Emergency Services Department is authorized to donate the 2020 Ford F-150 aforementioned to Kings Creek Fire Department for the sum of $1.00 for public service; and
2) The County Manager is authorized to execute all documents necessary to convey title to aforementioned personal property, with the caveat that any proceeds generated from sale be returned.

Adopted this the 27th day of July 2026.

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

Christopher Burks, Chief
Kings Creek Fire Department

ATTEST:
Tasha Brown, Clerk to the Board

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State of North Carolina
County of Wake

North Carolina Department of Natural and Cultural Resources
NC Cardinal Memorandum of Agreement
Contract Number 3336

This Agreement is hereby made between the North Carolina Department of Natural and Cultural Resources, on behalf of the Library of North Carolina, 109 East Jones Street, Raleigh, NC (hereinafter referred to as the "Department") and the Caldwell County Public Library, 120 Hospital Ave Lenoir, NC 28645 (hereinafter referred to as "Library" and together, the "Parties").

WHEREAS, NC Cardinal is a project of the Library of North Carolina, conducted with North Carolina public libraries, whereby North Carolina public libraries share an online catalog and integrated library system ("ILS"), and share resources with other member libraries; and

WHEREAS, this collaboration leverages federal and local funds to achieve operational efficiencies and cost savings for public libraries and provide for more effective use of public resources; and

WHEREAS, the use of a single, shared online catalog expands resource sharing and cooperative services among public libraries and delivers faster access to a greater number and variety of resources for library patrons;

NOW, THEREFORE, the Parties hereto, desiring to further the goals of and access to NC Cardinal upon the terms set forth below, do hereby agree as follows:

I. **NC Cardinal Program Requirements**
While the Library retains autonomy over its local operations, participation in NC Cardinal requires collaboration in developing common policies and shared decision making. For acceptance into and continuing participation in NC Cardinal, the Library agrees to abide by the NC Cardinal Bylaws (Attachment A) and any subsequent amendments thereto, and adhere to the following terms and conditions:

A. General Terms and Conditions
The Library shall:
1) Comply with NC Cardinal policies, procedures, and protocols, including regulations approved by the Library of North Carolina and policies of the NC Cardinal Governance Committee;
2) Connect to the NC Cardinal network exclusively with equipment that is compatible with NC Cardinal;
3) Support the development and implementation of electronic and physical delivery of NC Cardinal materials and services to other members of NC Cardinal;
4) Provide in-person services to patrons of all NC Cardinal libraries in the same manner as to the Library's own patrons and local residents;
5) Refrain from making internal policy changes that would adversely affect other NC Cardinal libraries;
6) Provide Library representation at NC Cardinal General Membership meetings;
7) Provide Library representation and service to committees, task forces, and forums sponsored by the NC Cardinal Governance Committee;
8) Ensure Library personnel participate in appropriate training and continuing education programs;

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9) Allow use of the Library's name in NC Cardinal official documents and informational sites; and
10) Adhere to the NC Cardinal membership policies as defined in Appendix A: Bylaws, Section 2, Membership.

B. Data Terms and Conditions
The Library shall:
1) Input, maintain, and share bibliographic holdings with all NC Cardinal libraries;
2) Comply with the NC Cardinal Cataloging Best Practices and procedures for item and patron records prior to migrating data into NC Cardinal (found at https://nccardinalsupport.org);
3) Input newly acquired holdings according to the NC Cardinal Cataloging Best Practices ;
4) Input, maintain, share, and keep patron records confidential according to applicable federal and State laws, including N.C.G.S. § 125-19;
5) Restrict the ability to create data records and other catalog-related activity in NC Cardinal to authorized and NC Cardinal certified personnel;
6) Enter accurate information for all NC Cardinal transactions and statistics;
7) Agree to and adhere to the GNU General Public License for Evergreen software, a copy of which may be found at the following internet address: https://git.evergreen-ils.org/?p=Evergreen.git;a=blob;f=LICENSE.txt;hb=HEAD; and
8) Make no changes to the Evergreen software code other than alterations of bibliographic holdings data.

C. Lending and Resource Sharing Terms and Conditions
The Library shall:
1) Follow the NC Cardinal resource sharing policies and Cataloging Best Practices ;
2) Lend Library materials to patrons of NC Cardinal libraries in the same manner as to the Library's own patrons and local residents. (This does not preclude charging standard Interlibrary Loan ("ILL") fees if the loan is transacted through ILL rather than in person.); and
3) Begin sharing Library resources with other NC Cardinal libraries through the Resource Sharing mechanism within two (2) months of the Library's "go-live" date with NC Cardinal.

II. Governance Committee

A. The Governance Committee provides guidance to the Library of North Carolina in terms of communications, organizational structure, review of NC Cardinal Bylaws and Memoranda of Agreement, and the recommendation of cost sharing and common, consistent policies.

B. The Library of North Carolina has final decision-making authority for all matters pertaining to NC Cardinal and may override a recommendation of the Governance Committee that is determined to be:
1) detrimental to the majority of NC Cardinal libraries;
2) not cost-effective to implement;
3) adversely impacting NC Cardinal project management and support operations; or
4) negatively received by NC Cardinal's hosting vendor or the Evergreen Community at large.

III. Financial Responsibilities

A. NC Cardinal is a project of the Library of North Carolina, supported by grant funds from the Institute of Museum and Library Services under the provisions of the Federal Library Services and Technology Act ("LSTA"). As such, the Department retains final financial decision-making authority for all matters pertaining to the NC Cardinal ILS and its users.

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B. The Department shall fund the migration costs associated with migrating from the Library's current ILS into the NC Cardinal ILS. The Department shall also fund Branch Costs and Shared ILS Costs associated with the Base Level Access, as defined below, for the Library's participation in NC Cardinal during the State Fiscal Year (July 1 – June 30) of the Library's migration and one (1) additional State Fiscal Year. "Base Level Access" means access to and use of the NC Cardinal ILS software, hardware maintenance, hardware administration, database administration, Standard Internet Protocol ("SIP") services, software upgrades, second-level system support, integral components, and tools related to the statewide resource sharing distribution system.

C. Additionally, the Department shall fund and manage the following aspects of NC Cardinal:

1) project administration, including project oversight, project schedule development, vendor negotiations and contract administration, budget forecasting, migration management, development and maintenance of communications channels, and coordination of NC Cardinal Committees.

2) first-line software support, including maintaining a help ticket system, providing remote or onsite assistance, training, and facilitating communications with second-level vendor support.

3) resource sharing services, including delivery system administration, training, vendor communications, and problem resolution.

D. Beginning in the third fiscal year of the Library's participation in NC Cardinal, the Library shall be required to pay annual Branch Costs and Shared ILS Costs ("Annual Costs") for Base Level Access to the NC Cardinal ILS. The Library's Annual Costs shall be calculated as described in Attachment B – NC Cardinal Annual Costs by Library.

F. Non-optional third-party services may be required to support the NC Cardinal ILS and may incur additional annual costs to the Library. Non-optional third-party services must be agreed to by a two-thirds majority of all NC Cardinal libraries and approved by the Library of North Carolina's NC Cardinal Program Manager. Written notification of the implementation of non-optional third-party services shall be given to all NC Cardinal libraries on or before December 31 of each year. The new third-party service shall become effective July 1 of the following State Fiscal Year. The Library's annual third-party service costs shall be calculated based upon the following formula:

% of Active Items * Total Annual Service Cost.

G. The Library shall pay its Annual Costs and any third-party vendor service costs within thirty (30) days of receipt of the Library of North Carolina's annual invoice, as detailed in Attachment B.

H. Optional third-party services that do not directly support NC Cardinal ILS maintenance may be added in accordance with NC Cardinal's Third-Party Hardware and Software Policy. The Library shall not implement optional third-party services that may adversely affect other NC Cardinal libraries.

I. The Library shall comply with the provisions of subscription agreements made by the Department on behalf of NC Cardinal libraries and shall accept responsibility only for the actions of the Library's own employees related to those agreements.

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IV. Availability of Funds

All terms and conditions of this Agreement are dependent upon and subject to the allocation of funds for the purposes set forth and this Agreement may, in the Department's sole discretion, automatically terminate, if funds cease to be available. The Department will provide prompt written notice to the Library if the Agreement is terminated in accordance with this Section. Upon receipt of the notice of termination, the Library shall immediately proceed with the withdrawal process from NC Cardinal as outlined herein.

V. Term and Termination of Agreement

A. This Agreement shall be effective July 1, 2026, and shall terminate June 30, 2027, unless sooner terminated as set forth herein.

B. Upon the expiration of the term of this Agreement or receipt of notice of termination, the Library shall immediately proceed with withdrawal from NC Cardinal as outlined herein. Upon completion of withdrawal, this Agreement shall terminate.

VI. Default

A. A violation of any provision, policy, or requirement that is not corrected by the Library to the Department's satisfaction within sixty (60) days after written notice by the Department shall constitute default under the terms of this Agreement. If default occurs, the Department may, in its sole discretion, terminate the Library's participation in NC Cardinal by sending written notice of termination to the Library. The termination shall be effective at the end of this Agreement's term.

B. Upon receiving notice of termination from the Department, the Library shall proceed with withdrawal from NC Cardinal as outlined herein.

VII. Withdrawal from NC Cardinal

A. In accordance with Attachment A, the Library shall have the right to withdraw from NC Cardinal by giving written notice on or before December 31, 2026. The withdrawal shall be effective at the end of the Agreement's term, at which time this Agreement shall terminate.

B. If (1) a branch library chooses to separate from a Library that is a continuing member of NC Cardinal; or (2) a county library chooses to separate from a regional library system that is a continuing member of NC Cardinal, the separating library may withdraw from participation in NC Cardinal by giving written notice to the Department and the Library from which it is separating. Within two (2) months of receipt of written notice of separation, the separating library's first data extract will be provided. Within five (5) months of receipt of written notice of separation, the separating library's final data extract will be provided, completing withdrawal for that branch or county library.

C. In the event of the Library's withdrawal,
   1) the Library shall:
      a. lose all rights and benefits to NC Cardinal service delivery and governance;
      b. have their patrons withdrawn from NC Cardinal resource sharing, delivery systems, and cooperative fine and fee processes;
      c. have sole responsibility for replacement of all services provided through NC Cardinal and the Department's subscription agreements;
      d. have sole responsibility for notifying its third party software vendors of the Library's effective date of withdrawal from NC Cardinal;

e. pay the cost to remove the Library's complete policy set, circulation rules, hold policies, library settings, staff accounts, item records, and patron records from NC Cardinal at the current rate of its hosting vendor;
f. not be required to return LSTA grant monies so long as the Library is in full compliance of LSTA grant requirements; and
g. not receive a refund for any portion of annual Branch Costs and Shared ILS Costs or third-party vendor costs paid by the Library.

2) the Department shall:
   a. discontinue NC Cardinal funding and services for the Library on the designated termination date; and
   b. provide up to two (2) data export files of the Library's bibliographic, item, patron, and circulation data at no cost to the Library prior to the designated termination date.

VIII. Amendment

This Agreement may only be amended by a written, duly executed amendment by both Parties.

IX. Notices and Agreement Administrators

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving written notice to the other Party within thirty (30) calendar days of such change. The Library's Agreement Administrator shall be available by phone, facsimile, or e-mail, upon twenty-four (24) hours' notice during business hours.

Agreement Administrator for the Library

For All Day-To-Day Activities	For All Other Agreement Issues
Name: Janet Fore Title: Library Director Address: 120 Hospital Ave Lenoir, NC 28645 Telephone: 828-757-1288 Facsimile: E-mail: jfore@caldwellcountync.org	Name: Janet Fore Title: Library Director Address: 120 Hospital Ave Lenoir, NC 28645 Telephone: 828-757-1288 Facsimile: E-mail: jfore@caldwellcountync.org

Agreement Administrators for the Department

For All Day-To-Day Activities	For All Other Agreement Issues

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Benjamin Murphy Manager, NC Cardinal Program (USPS) 4640 Mail Service Center Raleigh, NC 27699-4600 (FedEx, UPS) 109 E. Jones Street Raleigh, NC 27601 Telephone: (919) 814-6797 Facsimile: (919) 733-8748 E-mail: benjamin.murphy@dncr.nc.gov	Cynthia Armes Director of Procurement and Contract Monitoring NC DNCR, Purchasing Office 109 E. Jones Street Raleigh NC 27601 Telephone: (919) 814-6728 Facsimile: (919) 733-6993 E-mail: cynthia.armes@dncr.nc.gov

X. Care of State Property

The Library agrees that it shall be responsible for the proper custody and care of any Department property furnished to the Library for use in connection with the performance of this Agreement or purchased by the Library for this Agreement and will reimburse the Department for loss of damage of such property. In the event of termination of this Agreement, the Library shall return all Department property furnished to it in connection with the performance of this Agreement by the effective date of termination.

XI. Access to Persons and Records

The State Auditor, DNCR Internal Auditors, the joint Legislative Commission on Governmental Operations (as well as applicable legislative employees), and any other authorized State entity shall have access to persons and records related to this Agreement to verify accounts and data affecting fees or performance under this Agreement, as such access is required under North Carolina law (including but not limited to N.C.G.S. §§ 143-49(9) & 147-64.7).

XII. Assignment

None of the Library's duties and responsibilities included herein may be assigned or delegated to a third party without prior written consent of the Department.

XIII. Compliance with Laws

All Parties to this Agreement shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to its conduct and to the administration of this Agreement.

XIV. Severability

In the event that a court of competent jurisdiction holds that a provision or requirement of this Agreement violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Agreement shall remain in full force and effect.

XV. Waiver

A failure of either Party to insist upon strict enforcement of any term or provision or to exercise any right, option, or remedy of this Agreement, or to require, at any time, performance of any provision hereof, shall not be construed as a waiver of any such term or provision. No waiver by either Party of any term or provision hereof shall be binding unless made in writing and signed by the other, approving party.

XVI. Agreement Documents

This Agreement shall consist of the following documents in order of highest to lowest precedence:

A. Amendments to this Agreement, if any;
B. This Agreement;
C. Attachment A: NC Cardinal Bylaws
D. Attachment B: NC Cardinal Annual Costs by Library

In the event of a conflict between or among the terms of the Agreement Documents, the Agreement Document with the highest precedence shall control.

XVII. Governing Law

This Agreement shall be governed by the laws of the State of North Carolina. The Parties agree that the proper venue of this Agreement, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement of this Agreement, shall be determined.

XVIII. Entire Agreement

This Agreement, any exhibits and attachments affixed hereto, and any documents specifically incorporated by reference represent the entire Agreement between the Parties and supersede all prior oral or written statements or agreements as to the subject matter discussed herein. There are no promises, terms, conditions, or obligations other than those contained in this Agreement, and this Agreement shall supersede all previous communications, representations, or agreements between the Parties as to the subject matter discussed herein.

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Library and the Department have each executed this Agreement in duplicate originals.

Caldwell County Public Library

Janet Fore — 6/19/26

Janet Fore
Library Director — Date

Randy T. Church — 7/27/26

Randy T. Church
Chairman, Caldwell County Board of Commissioners — Date

Library of North Carolina

DocuSigned by: Michelle Underhill D52F9EA9DE58441... — 8/6/2026

Michelle Underhill
State Librarian — Date

North Carolina Department of Natural and Cultural Resources

Signed by: Margrette K Thompson 1589801DB7244B5... — 8/6/2026

Margrette Thompson
Chief Deputy Secretary — Date

Approved as to the Availability of Funds

Budget Code: 4600 / 105132/ 4600487

Signed by: Brett Altman C0D2EABF94C0498... — 8/6/2026

Brett Altman
Chief Financial Officer — Date

Signed by: Cynthia Armes 8170D3994781411... — 8/6/2026

Cynthia Armes
Director of Procurement and Contract Monitoring — Date

Docusign Envelope ID: A3B47238-69A2-819D-83B2-B9EAF4C51628

Attachment A: NC Cardinal Bylaws

August 2019

Table of Contents

Section 1: Name and Mission 10

Section 2: Membership 10

- Section 2a: Application for Membership 10
  - Qualifications 10
  - Approval of Application 10
- Section 2b: Membership Activation 11
- Section 2c: Member Withdrawal 11
- Section 2d: Effective Date of Withdrawal 11
- Section 2e: Default 11
- Section 2f: Electronic Balloting 11

Section 3: Governance Committee 11

- Section 3a: Number and Composition 11
- Section 3b: Nomination 12
- Section 3c: Election 12
- Section 3d: Terms 12
- Section 3e: Vacancies 12
- Section 3f: Meetings of Governance Committee 12
- Section 3g: Attendance 13
- Section 3h: Powers and Authority 13
- Section 3i: Voting 13
- Section 3j: Non-voting Members 13
- Section 3k: Appeal Process 13
- Section 3l: Removal 14

Section 4: Working Committees 14

- Section 4a: Creation of Working Committees 14

Section 5: Amendment of Bylaws 14

Section 6: Definitions 14

Docusign Envelope ID: A3B47238-69A2-819D-83B2-B9EAF4C51628

Section 1: Name and Mission

1. The name of this organization shall be NC Cardinal. NC stands for North Carolina.
2. The purpose of NC Cardinal is to provide North Carolina residents greater access to public resources.

NC Cardinal is a partnership between the State Library of North Carolina and North Carolina public library systems. NC Cardinal uses an open-source integrated library system (ILS) to expand resource sharing and cooperative services development through a single, shared online catalog.

Section 2: Membership

Members are those eligible organizations that have submitted applications and been approved by the State Library. NC Cardinal is supported by the Library Services & Technology Act (LSTA) grant program which, in turn, supports the implementation of North Carolina's current LSTA Five-Year Plan. LSTA funds are awarded to the State Library of North Carolina by the Institute of Museum and Library Services (IMLS).

NC Cardinal Member Libraries must agree to:

1. participate in NC Cardinal and share their bibliographic and patron databases;
2. participate in NC Cardinal decision making and abide by Governance Committee decisions;
3. participate in resource sharing and provide in-person services to all patrons of NC Cardinal libraries in the same manner as to their own patrons; and
4. allow the use of the library name in NC Cardinal official documents and informational sites.

Section 2a: Application for Membership

Prospective members may join NC Cardinal by submitting an NC Cardinal Grant Application. Applicants should understand the annual State Library of North Carolina's LSTA General Information & Provisions and the Program-Specific Information & Guidelines.

Qualifications

To be eligible for participation in NC Cardinal, public libraries must:

1. qualify for grants from the Aid to Public Libraries Fund; and
2. meet basic hardware and network speed requirements.

Approval of Application

The State Library of North Carolina may review and approve membership based upon funding and resource capacity, may refuse an application for membership, or may postpone consideration of an application for membership.

Upon approval, the applicant library must execute the NC Cardinal Memorandum of Agreement and adopt the NC Cardinal Bylaws. Failure to do so will disqualify the applicant from participation in NC Cardinal. The State Library may provide funds for the library to migrate its automated system data into NC Cardinal, to receive training in using NC Cardinal, to access the NC Cardinal services subscription, and to make other expenditures determined by the State Library to be necessary for a successful migration.

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In the event that funds or program capacity are not available to support all public libraries that apply, applicants will be selected based on the following criteria:

1. expiration date of the library's automated system contract;
2. scope and complexity of the library's migration requirements; and
3. other circumstances affecting the library as determined by the State Library.

Section 2b: Membership Activation

Membership is effective on the date the NC Cardinal Memorandum of Agreement is fully executed.

Section 2c: Member Withdrawal

Prior to terminating or taking action to withdraw from NC Cardinal, the Member Library shall discuss their intentions with authorized representatives of the State Library and the NC Cardinal Governance Committee. Critical issues that the Member Library believes justify such withdrawal must be presented in written form. If discussions with the State Library and the NC Cardinal Governance Committee do not resolve the issues to the Member's reasonable satisfaction, the Member Library shall have the right to discontinue participation in NC Cardinal by giving written notice on or before December 31 to the State Library, subject to the terms and conditions of the Memorandum of Agreement.

Section 2d: Effective Date of Withdrawal

The membership of a Member Library giving written notice on or before December 31 will cease on June 30 of the following year.

Section 2e: Default

A violation of any provision, policy, or requirement that is not corrected by the Member Library within sixty (60) days after written notice by the State Library will constitute default under the terms of their executed NC Cardinal Memorandum of Agreement and these Bylaws, subject to the terms and conditions of the Memorandum of Agreement.

Section 2f: Electronic Balloting

At the discretion of the State Library or by a consensus vote of the Governance Committee, electronic balloting may be employed for consortium-wide votes. Notice of issues for electronic ballot must be electronically emailed to each member of the Governance Committee no less than one (1) week prior to the designated "ballot start time." Electronic balloting may proceed after approval by the Governance Committee.

Section 3: Governance Committee

The Governance Committee provides guidance to the State Library of North Carolina in terms of communications, organizational structure, review of NC Cardinal Bylaws and Memorandum of Agreement, cost sharing policies, and the approval of common, consistent policies. Powers and Authority for this committee are outlined in Section 3h, Powers and Authority.

Docusign Envelope ID: A3B47238-69A2-819D-83B2-B9EAF4C51628

Section 3a: Number and Composition

The Governance Committee shall consist of five (5) members from participating NC Cardinal Libraries and two (2) members from the State Library: the NC Cardinal Program Manager and a representative from the Library Development Section. Governance Committee members must be selected from the Senior Management staff of Member Libraries.

NC Cardinal Member Library representation on the Governance Committee shall be composed of:

1. one (1) member from a Municipal library;
2. one (1) member from a County library;
3. one (1) member from a Regional library; and
4. two (2) members at large.

If the requirement for a member from at least one of each library type is unable to be filled, a temporary member could be added for a one year term, until the next election of members.

Section 3b: Nomination

At least sixty (60) days prior to the NC Cardinal General Membership Meeting, the Governance Committee must appoint a Nominations Committee of two (2) or more Members who are not seeking election. The Nominations Committee is required to receive and coordinate nominations for election to the Governance Committee.

Section 3c: Election

An election of Governance Committee members must be held at an NC Cardinal General Meeting to replace those members whose terms of office have expired or will expire at the end of the meeting.

Section 3d: Terms

A term of office shall be two (2) years, to commence at the beginning of the next Quarter after the election with the exception of the first year. Following the election, an announcement of the newly elected officers will be sent to the membership promptly. Committee members may serve two (2) consecutive terms with a two-thirds (2/3) majority vote of the membership. Committee appointments shall be staggered to promote consistency as well as to accommodate change.

Section 3e: Vacancies

Vacancies on the Governance Committee shall be filled by appointment by the Governance Committee until the next election of members. Appointments are for the remainder of the replaced member's term.

Section 3f: Meetings of Governance Committee

The Governance Committee shall hold at least two meetings per year, with other meetings scheduled as needed. At least thirty (30) days in advance, the General Membership shall be notified of Governance Committee meetings. Governance Committee meetings are closed, and attendance is limited to Governance Committee members, designated representatives of member library systems and invited guests.

Additional meetings may be scheduled:

Docusign Envelope ID: A3B47238-69A2-819D-83B2-B9EAF4C51628

1. at the request of the State Library;
2. at the request of two Governance Committee members; or
3. upon receipt of a written request signed by at least fifty (50) percent of the membership.

At least one (1) annual meeting will be held for the General Membership. Members will be notified at least thirty (30) days in advance of the annual meeting. Minutes of meetings shall be kept and distributed to the membership.

Section 3g: Attendance

It is expected that Governance Committee members will attend all meetings in person. If a Governance Committee member cannot attend a Committee meeting, the member may make advance arrangements with the NC Cardinal Program Manager and the hosting site to participate electronically, by conference call or other technology.

Governance Committee members will not send a representative to the meeting as a substitution.

If a Governance Committee member cannot actively participate in more than two (2) consecutive meetings, the member may be replaced for the duration of their term by appointment of the other members of the Governance Committee.

Section 3h: Powers and Authority

The Governance Committee shall provide counsel and support to the State Library of North Carolina and Member Libraries in the operation of NC Cardinal by:

1. recommending policy;
2. monitoring current research and trends to determine the best practices;
3. communicating to the entire membership; and
4. reviewing and discussing recommendations from other NC Cardinal Committees and providing a final recommendation.

Topics may cover a wide range of subjects, including information technology, vendor purchases, upgrades, enhancements, support, membership costs, and budget considerations.

NC Cardinal Member Libraries will act upon recommendations approved by the Governance Committee.

Section 3i: Voting

Only Governance Committee members may vote at a Governance Committee meeting. Each Governance Committee member has one (1) vote. This vote must be cast in person. Proxy representation and proxy voting are not allowed. If an elected member cannot attend a Committee meeting, the member has the option of making advance arrangements with the NC Cardinal Program Manager to participate via technology, or forfeit the right to vote at the meeting. A two-thirds (2/3) majority vote among Governance Committee members is required to pass a policy or recommendation.

Section 3j: Non-voting Members

The NC Cardinal Program Manager shall be a non-voting member.

Docusign Envelope ID: A3B47238-69A2-819D-83B2-B9EAF4C51628

Section 3k: Appeal Process

A Member Library(ies) may request reconsideration of a decision made by the NC Cardinal Governance Committee. A written request for reconsideration must be submitted within fourteen (14) days of the Committee decision. The appeal must include a justification for submitting the request for reconsideration, with supporting facts, and be signed by the submitting Member Library(ies). The Governance Committee will review the request for reconsideration within fourteen (14) days of submission. A written notice of action and/or decision will be distributed by the Governance Committee to the appealing Member Library(ies).

Section 3l: Removal

Should it become necessary to dissolve the Governance Committee, a two-thirds (2/3) majority vote of no-confidence from the NC Cardinal membership shall dissolve the Governance Committee. Should the Governance Committee be dissolved, a nominating committee selected from the membership shall propose new candidates.

Section 4: Working Committees

Category-specific NC Cardinal task forces/committees, for example Cataloging or User Experience, will submit recommendations for approval to the Governance Committee. These recommendations will be voted upon for implementation. Voting will adhere to the procedures as outlined Section 3i of these Bylaws.

Section 4a: Creation of Working Committees

Recommendations for new committees are submitted by NC Cardinal Member Libraries directly to NC Cardinal Program Staff or the NC Cardinal Governance Committee. Requests for project- or category-specific committees will be vetted and approved by the NC Cardinal Governance Committee. Committee member nominations will be solicited from Member Library Directors. Final member selections will be determined by NC Cardinal Program Staff according to the following composition:

1. at least one (1) member from a Municipal library;
2. at least one (1) member from a County library;
3. at least one (1) member from a Regional library; and
4. other members by level of expertise in the project- or category-specific area.

If the requirement for a member from at least one of each library type is unable to be filled, a temporary member could be added for a one year term, until the next election of members.

Section 5: Amendment of Bylaws

The NC Cardinal Bylaws may be amended at any time by a two-thirds (2/3) majority of vote of Member Libraries. Thirty (30) days prior written notice shall be given to Member Libraries of any proposed amendment. Proposed amendments may originate from the NC Cardinal membership with signatures from one-third (1/3) of the Member Libraries.

Docusign Envelope ID: A3B47238-69A2-819D-83B2-B9EAF4C51628

The Bylaws shall be reviewed every two (2) years by the NC Cardinal Governance Committee at the beginning of new Committee appointments. The Committee shall recommend any modifications and submit the Bylaws for review and renewal to the Member Libraries with thirty (30) days written notice for a vote to extend or rescind the agreement.

Section 6: Definitions

Library System	The organization unit as defined by the Evergreen Software, to be distinguished from branches, book mobiles, etc.
Member Library	A library system that participates in the NC Cardinal program.

Docusign Envelope ID: A3B47238-69A2-819D-83B2-B9EAF4C51628

Attachment B – NC Cardinal Annual Costs by Library
State Fiscal Year 2026-2027

Annual Cost Calculations

A. During the State Fiscal Year (July 1 – June 30) of the Library's migration (year one), the incoming Library shall incur no Branch Costs or Shared ILS Costs. The State Library of North Carolina shall cover the Library's portion of Branch Costs and Shared ILS Costs for the first full fiscal year following migration (year two). The Library shall fund its portion of Branch Costs and Shared ILS Costs for Base Level Access to the NC Cardinal ILS beginning with year three of participation in NC Cardinal.

B. Base Level Access includes access to and use of the NC Cardinal Integrated Library System (ILS) software, hardware maintenance, hardware administration, database administration, Standard Internet Protocol (SIP) services, software upgrades, second-level system support, integral components, and tools related to the statewide resource sharing distribution system.

C. A member Library's annual costs for membership in NC Cardinal shall be calculated based upon the following formula:

Consortial Shared Costs Calculations:

Total Branch Costs	=	50% of Total Consortial Shared Costs
Shared ILS Costs	=	50% of Total Consortial Shared Costs

Library System Costs Calculations:

	Library's Portion of Total Branch Costs	(described in section F)
+	Library's Portion of Shared ILS Costs	(described in section G)
	Total Library Costs	

D. **Total Consortial Shared Costs** are the program costs shared among members to support and administer the shared ILS software and hardware. These fees provide for:

1) maintenance for server administration;
2) implementation of software upgrades;
3) maintenance of database storage performance optimization;
4) upgrade of server configuration; and
5) support of software issues and problem resolution.

E. Total Consortial Shared Costs are then divided into two equal parts:

1) **Total Branch Costs** are divided equally among all qualifying library branches in the consortium.
2) **Shared ILS Costs** are divided among member libraries according to the calculations described in Section G.

F. The **Library's Portion of Branch Costs** is composed of the Cost per Branch multiplied by the number Qualifying Branches in that Library System.

1) The **Cost per Branch** is the Total Branch Costs divided by the total number of Qualifying Branches throughout the consortium.
2) A **Qualifying Branch** meets the following criteria:
   a. Is open more than 18 hours per week;
   b. Stores and circulates items to the general public; and
   c. Acts as a circulating branch as their primary responsibility.
3) Library outlets that are not qualifying branches will not incur the annual fee.

G. The **Library's Portion of Shared ILS Costs** is calculated using an income equalization factor in alignment with the formula used to allocate Aid to Public Libraries funds (State Aid). The Per Capita Income of the library's service area (C) is compared to the State's Per Capita Income (B) to generate a ratio of State PCI to service area PCI (D). That ratio is multiplied by the population of the library's service area (A), giving an Adjusted Population Size (E). The Adjusted Population Size of all Cardinal libraries are added up to find the Consortium Adjusted Population (F). The total Shared ILS Costs are divided up amongst the Consortium Adjusted Population, giving a Cost Per Population (H). That amount is then multiplied by the Adjusted Service Area Population for the library to calculate the Library's Portion of Shared ILS Costs (I). These calculations are based on the most recently available figures for population and PCI. Potential year to year increases in Library's Portion of Shared ILS Costs will be capped at 15%.

H. The Library will receive an Annual Invoice each fiscal year listing Total Library Costs. Payment is due within ninety (90) days from the date of the invoice. Please make checks payable to "NC Dept of Natural & Cultural Resources." Once prepared, please send the payment to one of the following addresses based on your preferred courier service:

If using USPS:	If using FedEx or UPS:
Dept. of Natural and Cultural Resources	Dept. of Natural and Cultural Resources
Attn: Benjamin Murphy	Attn: Benjamin Murphy
4640 Mail Service Center	109 E. Jones Street
Raleigh, NC 27699-4600	Raleigh, NC 27601

Docusign Envelope ID: A3B47238-69A2-819D-83B2-B9EAF4C51628

I. Total Library Costs FY 2026-2027 for Caldwell County Public Library

Branch Fees

Cost Per Branch	$1,395.35 ($300,000/ 215 branches)
# of Qualifying Branches	3
Branches eligible for fee:	SOUTHERN, HUDSON, LENOIR
Branches without fee:	-
Branch Costs	**$4,186.05**

Shared ILS Costs

A. 2024 Library Service Area Population	81823
B. 2023 NC PCI	39611
C. 2023 Library Service Area PCI	$30,811.00
D. Ratio Library to NC PCI (C / B)	0.7778
E. Adjusted Service Area Population (D * A)	63645
F. Consortium Adjusted Population	4356939
G. Consortium Shared Costs	$300,000
H. Cost Per Population (F / G)	$0.068856
I. Library's Uncapped Portion of ILS Costs (H * E)	$4,382.00
Last Year's Shared ILS Costs	$4,088.00
This Year's Calculated Percent Change	7%
This Year's Adjusted Shared ILS Costs (Capped at 15% Increase)	**$4,382.00**

Final Library Costs for FY 26-27

Branch Fees	**$4,186.05**
Shared ILS Costs	**$4,382.00**
Total Library Costs	**$8,568.05**