Chairman Church opened the meeting and welcomed everyone.

Public Comment

Anthony Rifici voiced his concern about inadequate and inferior internet service from Century Link for twenty homes in his neighborhood. He presented Commissioners a petition signed by thirty-five individuals seeking assistance in urging Century Link to correct the problems they are having with their internet service. Mr. Rifici said Century Link’s lowest plan offers 25 megabytes per second; however, he only gets about 8 or 10 megabytes per second while some of his neighbors only get 5 megabytes per second. He said Spectrum provides service on either end of his neighborhood; however, Century Link is the sole provider of internet service in the neighborhood. Mr. Rifici said residents have not been offered any discounts by Century Link for the poor performing internet service they provide.

Assistant School Superintendent Dr. Jeff Church thanked Commissioners for their recent approval to employ six additional resource officers to look out for the safety of the children in Caldwell County schools. And, on behalf of Dr. Steve Stone and Caldwell County Schools, Dr. Church thanked Commissioners for their support of the resolutions concerning a statewide bond referendum that would provide the Caldwell County School System with approximately $18 million for school construction and an additional local ¼-cent sales tax that would be used for school security and other related construction needs of the school system. Dr. Church provided an update on the plans for Granite Falls Middle School and said they were awaiting notification sometime in August of state grant funding for the project.

Board of Education member Ann Edwards also thanked Commissioners for considering the concerns about the safety of school students and providing more resource officers for the schools.
**Regular Session**

Reverend Sheldon Green, Pastor of Fellowship Baptist Church, gave the invocation and Commissioner Branch led the Pledge of Allegiance. Chairman Church asked if there were any additions or amendments to the May 21, 2018 agenda. Commissioner LaBrose moved to approve the agenda as presented and the motion carried unanimously.

**Carolina Land and Lakes**

Melissa Patton with Carolina Land and Lakes, a local non-profit, resource conservation and development organization, talked about its three major programs: water and land conservation; renewable energy and emergency efficiency; and, community development. It is the mission of Carolina Land and Lakes to improve the quality of life for its communities, provide a safer environment, and create a better economy by supporting beneficial projects and creating partnerships in its region.

Ms. Patton talked about various projects that Carolina Land and Lakes completed by partnering with other agencies and using grant funding. Carolina Land and Lakes partnered with American Rivers and the U.S. Fish and Wildlife Services in 2012 to remove the Shuford Dam in Catawba County on the Henry Fork River. The project was officially finished in November 2016. In addition, Carolina Land and Lakes received a grant to assist with storm water runoff problems at Rocky Face Recreation Area and the project enhanced the wetland habitat for the aquatic species including amphibians, crustaceans, and mollusks.

She said Carolina Land and Lakes, in conjunction with the Cooperative Extension Service Agency and working with the Chamber of Commerce, made presentations and provided information in each of the counties about the availabilities for U.S.D.A. grant funding available to small businesses and farmers. Ms. Patton also talked about an economic development project that Carolina Land and Lakes was involved with that used waste wood to produce wood pellets for an energy source, i.e. heating poultry houses and greenhouses. She said they were working on a study with the North Carolina Department of Agriculture to substitute energy from wood pellets vs. energy from propane. Ms. Patton listed the benefits of using wood pellets for energy and said they needed another pellet producer in the area. There is one currently in Statesville and one in Laurinburg.

Ms. Patton talked about STEM education to teach students the effects and issues of storm water runoff. Carolina Land and Lakes secured $3.16 million in funding to open Mountain Island Education State Forest and they are collaborating with Appalachian RCD FAC Coalition and the Firewise Program to educate communities about the risk of wildfires.

Ms. Patton urged Commissioners to consider supporting funding to Carolina Land and Lakes for their continued work.
DSS Child Welfare Program

Will Wakefield provided information about basic aspects of the department’s child welfare program, the reports, assessments, and investigations. In 2017, the department took 1,747 calls about child abuse and, of those, 1,122 reports were investigated and assessed, involving 2,366 children. The abuses included sexual, physical, and neglect.

Kim Arnett provided a basic overview of the very complex process that involves many complicated tasks. She said the purpose of the investigations/assessments was to gather sufficient information via interviews, observations, and when appropriate, analyses of reports, medical records, photos, etc. in order to assess the issue. Ms. Arnett outlined the timeframe to respond to the reports that is mandated by law.

- If the report alleges abandonment, the assessment must begin immediately.
- If the report alleges abuse, the assessment must begin within 24 hours.
- If the report alleges neglect or dependency, the assessment must begin with 72 hours.

Law requires face to face contact with the children and the conduct interviews with all children identified in the home and Caldwell County DSS requires that social workers interview the caregivers of those children as well.

A safety plan, as mandated by the State, is developed and the social worker goes over the plan with with parents and caregivers and, if there are any identified safety factors, the social worker and the family makes a plan, at that time, to address the issues. The plan is agreed upon, voluntarily, and it must be enough to ensure safety for the child. Every situation is different and every plan is different based on the concerns/issues. Concerns that must be addressed include the child’s health, condition of home, evidence of physical abuse, etc. Ms. Arnett said there were several remedies/court actions that could be taken, if necessary, including an interference petition; temporary emergency custody; nonsecure custody; and, an abuse, neglect or dependency petition to remove the child from the home.

She said DSS social workers coordinate with law enforcement and the district attorney to determine whether or not there is evidence of abuse, neglect or dependency and their decisions on the cases are guided by policy and resources provided by the State.

Health Department WIC Program

Laurie Elliott with the Health Department’s WIC Program provided an overview of the process for eligible North Carolina residents to obtain assistance and benefits from the program. The process begins with an interview and application from the client; visits with the nutritionists, hemoglobin checks, etc. Ms. Elliott said they try to reach pregnant women in their first trimester to get them into the program; however, once their children reach one year of age, most tend not to continue in the program. Currently, Caldwell County’s WIC program has 688 clients and 3,000 children.
WIC is a federal program that began in 1978 and is administered on the state level to ensure they are getting proper nutrition. Ms. Elliott said that for every dollar spent through the WIC program, the health system saves two to three dollars. She talked about the barriers and stigma of using the old “paper” food stamps and benefits of the current e-card system which helps to make checkouts quicker, more private, and eliminates visits to DSS each month.

Ms. Elliott said the department is exploring alternate sites to administer the WIC program in an effort to reach and make services available to more residents who are eligible. She talked about the continuing partnerships the department has with the hospital, obstetricians, pediatricians, and others in getting the word out and identifying potential clients.

**FY2018-2019 Budget Message**

The County Manager thanked Finance staff and department heads for their efforts in developing a budget for the County’s FY2018-2019. He provided an overview of the proposed budget and noted it included a $5.2 million appropriation from fund balance. He said the FY2018-2019 budget maintained the current tax rate of 63 cents; however, there were two fire districts that asked for an increase in their tax rate (Grace Chapel requested a 7% tax rate, up one percent; and, Blowing Rock requested a 5.75% tax rate, up four and a half percent). Mr. Kiser noted that the budget held the current level for education; however, funding for six new resource officers was added to ensure the safety of students. The capital outlay is nearly $1.6 million which includes sixteen new patrol vehicles, one new ambulance, and various equipment. Additional staffing includes one position for Human Resources; three positions for the Department of Social Services; one part-time for the Public Information Office; and, the change in a part-time Animal Control Officer to a full-time position. Mr. Kiser said there would be no cost of living adjustment for employees and said the Water Fund includes a 2% increase from suppliers that would be passed on to county water consumers.

EMS Director Dino DiBernardi talked about changing the department’s billing from a fee structure rate to a comprehensive rate that would allow for potential increased revenue. He said other counties had changed to the comprehensive rate structure. He said they found that bundling services would eliminate more of the out-of-pocket expense for patients. Mr. DiBernardi noted all rates would remain the same and it would result in a potential increased reimbursement from the carrier, noting it was a good option to increase revenues. He said the department’s rates were based on Medicare/Medicaid reimbursement rates and he recommended the increase in out-of-county rates be eliminated. It was noted that there was a very limited number of counties that still charged higher rates for out-of-county transport.

Finance Officer Tony Helton said the $77.2 million budget was down $1.7 million from last year as a result of the childcare subsidy that no longer flows through the County to the providers. Mr. Helton talked about the County’s debt capacity and said the first payment on the borrowing, estimated at about $350,000/year, to purchase capital outlay would be in FY2019-2020. He said the County’s annual payment of $540,000 on the old debt service would end this year which would more than cover the cost of the new debt service payments for the loan issued in FY2017-2018.
He highlighted the percentages of budget expenditures with the greatest amounts spent for education; emergency services, and social services. Mr. Helton said the greatest percentage of revenues for the County came from ad valorem property taxes and he touched on some of the revenue from departmental income.

Following the presentation, Chairman Church moved to schedule a public hearing for Monday, June 4, 2018 at 6:00 p.m. to consider the FY2018-2019 budget. The motion carried unanimously.

Resolution Supporting a Statewide Referendum on a Bond Issue for School Facility Needs

Mr. Kiser presented Commissioners a proposed resolution and highlighted the needs stated in the document. It was noted several counties had adopted resolutions supporting a statewide referendum on a bond issue for school facility needs.

Commissioner Branch moved to adopt the following resolution and the motion carried unanimously.

RESOLUTION #2018-018
Caldwell County Board of Commissioners
In Support of a Statewide Referendum on a Bond Issue for School Facility Needs

WHEREAS, based on information from the school districts and counties, the Department of Public Instruction reported in 2016 that North Carolina’s public schools need about $8.1 billion to pay for new school facilities, maintenance and renovations; and

WHEREAS, the 2016 report, also known as the Statewide Facility Needs Survey, found that one hundred and eighteen new schools are needed across North Carolina with fifty needed immediately and sixty-eight needed in three to five years; and

WHEREAS, besides new construction, 1,560 schools need renovations to comply with safety and building code requirements and to address deferred maintenance, 459 schools need additions for new classrooms; and

WHEREAS, a priority goal of the North Carolina Association of County Commissioners is to support legislation to provide state assistance to meet school construction needs caused by increased enrollment and mandated reduction in class size, through a statewide referendum on a bond issue; and

WHEREAS, a legislative priority of the North Carolina School Boards Association is to support legislation to provide a significant one-time infusion of dollars in the form of a statewide bond to handle the staggering backlog of public school infrastructure needs; and
WHEREAS, the Statewide Facility Needs Survey also showed that construction costs are increasing, from a base of $136 per square foot in 2005 to $194 per square foot in 2015 and interest rates and construction costs are still rising; and

WHEREAS, deteriorating facilities, which distract from learning, impact achievement and public school facilities need to be conducive to study; and

WHEREAS, counties in both urban and rural areas are faced with high costs for renovations and repairs to update and make older school buildings safe; and

WHEREAS, counties have limited options to raise revenue to pay for school construction; and

WHEREAS, because counties lack sufficient sources of funding for school facilities, the state has responded in the past by approving statewide school construction bonds to address needs nearly once per decade; and

WHEREAS, a statewide bond is urgently needed to help address the staggering shortfall in funding for construction, repairs, and renovations at public school facilities throughout North Carolina because outstanding needs are estimated to exceed $8.1 billion; and

WHEREAS, the North Carolina School Bond – HB 866/SB 542 – would invest $1.9 billion to begin addressing these critical needs all across the state.

NOW, THEREFORE, BE IT RESOLVED that the Caldwell County Board of Commissioners urges the North Carolina General Assembly to call for a statewide referendum on the November 2018 ballot which is referred to as Public School Building Bond (HB866/SB542) so that school districts across North Carolina are better able to meet urgent facility needs.

BE IT FURTHER RESOLVED that copies of this resolution be transmitted to the members of the General Assembly representing Caldwell County and to all 100 counties in North Carolina.

Adopted this 21st day of May, 2018.

ATTEST:

Kathy T. Greene, MMC
Clerk to the Board

Randy T. Church, Chairman
Caldwell County Board of Commissioners

Resolution re Referendum Seeking Support of ¼-Cent Tax for Education

Mr. Kiser informed Commissioners that North Carolina General Statutes Article 46 of Chapter 105 allowed counties to adopt resolutions for an advisory referendum and proposed a resolution
for Caldwell County to consider adding an additional ¼ cent to the existing tax rate which would raise $1.2 to $1.8 million in tax revenue.

Commissioner LaBrose moved to amend the identified use of the money solely for safety and safety infrastructure. Commissioner Potter said he supported a referendum but wanted to make sure the allocation of funds was to a specific thing and he didn’t want to dip into that fund for other things. He said it was critical that they focus on the verbage so citizens would know exactly what was going to be done with the money and said he was comfortable with school security because it was needed and the public would support it. Following discussion, Commissioner LaBrose withdrew his motion and moved to adopt the following resolution. The motion carried unanimously.

RESOLUTION #2018-019
DIRECTING THE CALDWELL COUNTY BOARD OF ELECTIONS TO CONDUCT AN ADVISORY REFERENDUM PURSUANT TO N.C.G.S. §105-537

Whereas, the Caldwell County Board of Education (the “Board of Education”) has identified current and future construction needs as well as additional needs to ensure safety for students in school; and

Whereas, the Board of Commissioners believes the construction and security needs may be funded, in whole or in part, by a one-quarter percent (0.25%) sales and use tax authorized by N.C.G.S. §105-537; and

Whereas, if such a sales and use tax were levied, the Board of Commissioners intends (though such statement of intent is not, and may not be, binding) to apply the proceeds therefrom to fund said construction needs and to fund needs to ensure student safety; and

Whereas, the Board of Commissioners desires, pursuant to N.C.G.S. §105-537 to call a county-wide advisory referendum on whether to levy such a local sales and use tax.

NOW, THEREFORE, BE IT RESOLVED, that the Caldwell County Board of Commissioners directs the Caldwell County Board of Elections, pursuant to N.C.G.S. §105-537(b), to conduct an advisory referendum on the question of whether to levy a local sales and use tax in Caldwell County as provided in Article 46 of Chapter 105 of the North Carolina General Statutes. The form of the question to be presented on the ballot shall be as specified in N.C.G.S.§105-537(c). The advisory referendum shall be conducted on November 6, 2018.

Adopted this 21st day of May, 2018.

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

Attest:

______________________________
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Consen t Agenda

1. Approval of Minutes
The County Manager recommended the Board of Commissioners approve the minutes of the April 16, 2018 meeting as presented.

2. Budget Amendments
The County Manager recommended the Board of Commissioners approve the following budget amendments and authorize execution of associated documents.

A. Sheriff Office (Pay Off Total Loss Wrecked Patrol Vehicle) $14,500.00
The following budget amendment is necessary to pay the balance of a loan for a patrol vehicle that was wrecked and declared a total loss. The County received a check from the insurance company sufficient for the payoff; therefore, no new local dollars are required.

| Increase | 10.9800.392001 | Sales of Assets | $14,500.00 |
| Increase | 10.9100.473000 | Installment Loan Principle | $14,500.00 |

B. Sheriff Office (DARE Program Funds) $1,000.00
The following budget amendment is necessary to reflect the use of DARE funds to cover the program’s expenses. No local dollars are required.

| Increase | 10.4318.364001 | DARE Funds | $1,000.00 |
| Increase | 10.4318.432800 | DARE Expenses | $1,000.00 |

C. Retiree Health Insurance - $50,000.00
The following budget amendment is necessary to appropriate General Fund revenues to provide sufficient funding to cover the cost of medical insurance for eligible retirees for the remainder of the current fiscal year.

| Increase | 10.9800.397000 | Fund Balance Appropriation | $50,000.00 |
| Increase | 10.6571.418310 | Retiree Health Insurance | $50,000.00 |

D. Increased Sales Tax Revenues for School System - $325,000.00
Sales tax revenues designated for the school system are greater for the current fiscal year than originally projected. Therefore, the following budget amendment is necessary to reflect the increased revenue that is flow-through funding from the County to the Caldwell County Schools. The amount, less debt service, will be forward to the school system.

| Increase | 75.5910.313006 | Sales Tax Article 40 | $110,000.00 |
| Increase | 75.5910.313007 | Sales Tax Article 42 | $225,000.00 |
| Increase | 75.5910.465501 | School Capital Outlay | $325,000.00 |

E. Fire District Tax Collections - $41,000.00
Finance staff identified tax collections for the following fire districts that will exceed the amount projected in the FY2017-18 budget. These are flow-through funds and the following budget amendment is necessary to increase the revenue line items and make subsequent payments to the
districts.
Gamewell Fire
  Increase  25.4340.311317  2017 Vehicle Tax  $  6,000.00
  Increase  25.4340.484300  District Tax Collections  $  6,000.00
North Catawba
  Increase  26.4340.311317  2017 Property Tax  $  5,000.00
  Increase  26.4340.484300  District Tax Collections  $  5,000.00
Grace Chapel
  Increase  32.4340.311317  2017 Property Tax  $  7,000.00
  Increase  32.4340.484300  District Tax Collections  $  7,000.00
Collettsville
  Increase  33.4340.311317  2017 Property Tax  $  8,000.00
  Increase  33.4340.484300  District Tax Collections  $  8,000.00
Gunpowder (Hudson) Fire
  Increase  37.4340.311317  2017 Vehicle Tax  $15,000.00
  Increase  37.4340.484300  District Tax Collections  $15,000.00

3. Renewal of Tax Administrator/Collector Contract
Mr. Kiser informed Commissioners that, in accordance with N.C.G.S. §105-294 and §105-349, the Board needed to consider renewing the contract for the Tax Administrator/Collector since it was set to expire June 30. It was noted Mr. Woods was doing an outstanding job of working with the entire tax management staff to achieve overall tax management and great collection rates. In order to provide valuable continuity within the overall tax management of the County, Mr. Kiser recommended the Board of Commissioners reappoint Monty Woods as Caldwell County’s Tax Administrator/Collector for a four-year term and authorize execution of the following contract.

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this _______________________, by and between the County of Caldwell, State of North Carolina, a body corporate and politic, hereinafter called “Employer”, as part of the first part, and Monty R. Woods, hereinafter called “Employee”, as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of said Monty R. Woods as Tax Administrator of the County of Caldwell, fulfilling the duties of both “county assessor” and “tax collector” as provided by G. S. 105-294 and G. S. 105-349; and

WHEREAS, it is the desire of the Employer to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and
WHEREAS, it is the desire of the Employer to (1) secure and retain the services of Employee and to provide inducement from him to remain in such employment, (2) to make possible full work productivity by assuring Employee’s morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance for personal gain on the part of Employee, and (4) to provide a just means for terminating Employee’s services as such time as he may be unable fully to discharge his duties or when Employer may otherwise desire to terminate his employment; and

WHEREAS, Employee desires to accept employment as Tax Administrator of said County;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1: DUTIES

Employer hereby agrees to employ said Monty R. Woods as Tax Administrator of said Employer to perform the functions and duties specified in G. S. 105-296 and 105-350, and to perform other legally permissible and proper duties and functions as the employer shall from time to time assign.

SECTION 2: TERM

The term of this Agreement shall be from the date hereof through June 30, 2022.

A. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of Employee at any time, except only as provided for in Section 4, Paragraphs A and B, of this agreement.

B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provision set forth in Section 4, Paragraph D, of this agreement.

SECTION 3: SUSPENSION

Employer may suspend the Employee only in accordance with the provisions of the Caldwell County Personnel Ordinance and all procedural rights set forth therein shall be afforded.

SECTION 4: TERMINATION AND SEVERANCE PAY

A. The employee may only be terminated during the term of this contract for good cause. Further, the Employee shall be afforded all procedural rights as set forth in the Caldwell County Personnel Ordinance and in addition thereto, shall be entitled to a statutory hearing as provided in G. S. 105-294 and G.S. 105-349 at the expiration of the administrative procedures detailed in the Caldwell County Personnel Ordinance. Nothing herein, however, shall be deemed to extend the contract of the Employee beyond the term stated herein.
B. Notwithstanding the provision of Paragraph A above, the Employer may terminate the contract of the Employee with good cause during the term of this contract and the Employer shall pay, and the Employee shall accept as liquidated damages a lump sum cash payment equal to six (6) months aggregate salary. Additionally, Employee shall be compensated for any accrued vacation, holidays and other accrued benefits and shall be entitled to all accrued retirement benefits under the Local Governmental Employees Retirement System.

C. In the event Employer at any time during the term of this agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the Governing Board that he resign, then, in that event, Employee may, at his option, be deemed to be terminated at the date of such reduction or such refusal to comply within the meaning and context of the herein severance pay provision. However, Employee shall be compensated for any accrued vacation, holidays and other accrued benefits and shall be entitled to all accrued retirement benefits under the Local Governmental Employees Retirement System.

D. In the event Employee voluntarily resigns his position with Employer before expiration of the aforesaid term of his employment, then Employee shall give Employer three (3) month notice in advance, unless the parties otherwise agree.

SECTION 5: DISABILITY

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health beyond any accrued sick time, and applies and is approved for disability retirement as provided for by the Local Governmental Employees’ Retirement System Employer shall have the option to terminate this agreement, subject to the severance pay requirements of Section 4, Paragraph B. Additional, Employee shall be compensated for any accrued sick leave, vacation, holidays and other accrued benefits and shall be entitled to all accrued retirement benefits under the Local Governmental Employees Retirement System.

SECTION 6: SALARY

Employer agrees to pay Employee for his services rendered in accordance with the Caldwell County Personnel Ordinance position classification and pay plan, rendered pursuant hereto in installments at the same time as other employees of the Employer are paid.

In addition, Employer agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as the Employer may determine that it is desirable to do so on the basis of any annual salary review of said Employee made at the same time as similar consideration is given to other employees generally.

SECTION 7: HOURS OF WORK
It is recognized that Employee must devote a great amount of time outside the normal office hours to conduct business of the Employer, and to that end Employee will be allowed to arrange his working schedule to ensure proper and efficient utilization of his time.

SECTION 8: OUTSIDE ACTIVITIES

Employee shall not spend more than fifteen (15) hours per week in teaching, counseling, or other non-Employer connected business or as otherwise defined by Article V, Section 4 of the Caldwell County Personnel Ordinance without the prior approval of the Employer.

SECTION 9: EMPLOYEE BENEFITS

The Employer agrees to provide the Employee benefits equal to that provided other county employees.

SECTION 10: RETIREMENT

Employer agrees to continue retirement contributions in the Local Governmental Employees Retirement System as the same percentage as paid toward other county employees' retirement.

SECTION 11: DUES AND SUBSCRIPTIONS

Employer agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Employer.

SECTION 12: PROFESSIONAL DEVELOPMENT

A. Employer hereby agrees to budget for and to pay the fees, travel, and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the required professional development that the tax assessor attend at least 30 hours of instruction every 24 months as required in G.S.105-294(d), and to adequately pursue necessary official and other functions for Employer within reasonable limits as defined by the Caldwell County Personnel Ordinance.

B. Employer also agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer within reasonable limits as defined by the Caldwell County Personnel Ordinance.

C. Employer also agrees to budget and pay for the travel and subsistence expenses of Employee in connection with any business related travel within reasonable limits as defined by the Caldwell County Personnel Ordinance.
SECTION 13: INDEMNIFICATION

Employer shall defend and save harmless Employee against any professional liability claim or demand or other legal action arising out of an alleged act or omission occurring out of the Performance of Employee’s duties. Employer shall have the authority to compromise and settle such claim or suit and pay the amount of any settlement or judgment rendered thereon. However, Employer shall have no duty to defend or same harmless for any willful or intentional act of Employee which gives rise to any such claim.

SECTION 14: BONDING

Per G.S. 105-349(c) the tax collector will be bonded in an amount prescribed by the Board before his duties begins. Employer shall bear the full cost of any fidelity or other bonds required of the Employee under G.S. 105-349(c) or any other ordinance.

SECTION 15: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Employer shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, or any applicable law.

B. All regulations and rules of the Employer relating to vacation and sick leave, retirement system contribution, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer.

SECTION 16: NO REDUCTION OF BENEFITS

Employer shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all employees of the Employer.

SECTION 17: GENERAL PROVISIONS

A. The text herein shall constitute the entire agreement between the parties.

B. This agreement shall become effective July 1, 2018.

C. If any provision or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, and shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the County of Caldwell has caused this agreement to be signed and executed in its behalf by the Chairman of the Board of Commissioners, and duly attested by the Clerk to the Board of Commissioners, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.
4. Approval to Issue Permits for Fireworks Displays

Mr. Kiser reported the Fire Marshal received an application seeking a permit for a fireworks display by the Collettsville Ruritan Club at 5435 Adako Road, Lenoir. Larry Richardson with East Coast Pyrotechnics will be conducting the fireworks display on July 4, 2018 with a tentative rain date scheduled for July 5, 2018. It was noted that East Coast Pyrotechnics had submitted the necessary documentation with the application including insurance certificates for the event. Kevin Brown advised his office would conduct the necessary inspections of the site prior to the display. Therefore, Mr. Kiser recommended the Board of Commissioners grant the permit for a fireworks display as requested in the application.

Commissioner Wilkie moved to approve the four items on the consent agenda as presented and recommended by the County Manager. The motion carried unanimously.

Closed session

At 7:25 p.m., Chairman Church moved to go into closed session pursuant to N.C.G.S. 143-318.11(a)(3) to discuss attorney client privileged information and the motion carried unanimously.

A motion was moved by Commissioner Potter and carried unanimously to come out of closed session to regular session.

There being no further business, Commissioner Potter moved to adjourn and, by unanimous vote, Chairman Church declared the meeting adjourned at 7:56 p.m.