

MINUTES – JULY 7, 2008

The Caswell County Board of Commissioners met in special session at the Historic Courthouse in Yanceyville, North Carolina at 6:00 p.m. on Monday, July 7, 2008. The purpose of the meeting was to discuss a contract to receive and disburse funds from the Town of Yanceyville for services provided by the Caswell County Sheriff's Office. Members present: George W. Ward, Jr., Chairman, Jeremiah Jefferies, Vice-Chairman, William E. Carter, Nathaniel Hall, Kenneth D. Travis, and C. Hester Vernon, III. Absent: Larry G. Hamlett. Also present: Kevin B. Howard, County Manager, Michael R. Ferrell, County Attorney, Angela Evans representing The Caswell Messenger, and Shannon White. Wanda P. Smith, Clerk to the Board, recorded the minutes.

MOMENT OF SILENT PRAYER

Chairman Ward opened the meeting with a Moment of Silent Prayer.

DISCUSSION OF CONTRACT TO RECEIVE AND DISBURSE FUNDS FROM THE TOWN OF YANCEYVILLE FOR SERVICES PROVIDED BY THE CASWELL COUNTY SHERIFF'S OFFICE

Sheriff Michael Welch came before the Board to discuss a contract to receive and disburse funds from the Town of Yanceyville for services provided by the Caswell County Sheriff's Office. Commissioner Travis questioned Sheriff Welch as to how he felt about the contract. Sheriff Welch stated that the contract has two parts to it, with one being the services provided by the Sheriff's Office, and the second is the actual funding component for those services. Sheriff Welch added that in looking at the contract, there are certain sections that reduce the liability on the Sheriff's Office and the County which are of great importance to him, specifically to the areas of existing equipment, recordkeeping, recordkeeping schedule, any type of surplus equipment, law enforcement support services, and the evidence room. Sheriff Welch stated as far as funding, prior to the budget adoption by the Board of Commissioners, the \$210,000 was a figure based on a working budget, aimed at providing 24 hours/7 days coverage in the Town, which would require hiring four new deputy positions and also be operating expenses, which would include training, fuel, vehicle maintenance, professional services, etc.

Sheriff Welch noted that in his budget presentation when he was discussing the savings that could be anticipated by having a law enforcement presence of the Sheriff's Office in the Town and then being funded two additional positions in the County, after all hirings and training are completed, he could then place five deputies per shift. Sheriff Welch stated that he is anticipating dividing the County into five patrol areas: southeast, southwest, northeast, northwest, and Yanceyville. Sheriff Welch informed the Board that fuel projections were based on \$4.25 to \$5.00 per gallon and added that the mileage driven for his office last year was 445,112 miles with 3.5 deputies per shift throughout the County's 435 square miles. Sheriff Welch stated that he anticipates with the five patrol areas that the savings in mileage driven would be 127,516 and noted that his office answers approximately 38,000 calls per year. Sheriff Welch added that the savings projected for the County in fuel, vehicles, maintenance, repair, and

replacement of vehicles is figured based on receiving monies from the Town to provide services to them.

Sheriff Welch emphasized that his whole focus has been for the entire County and noted that according to case law, by the Town dissolving its Police Department, he is responsible for the services to the Town. Sheriff Welch noted that the issue is resources and with the appropriation of \$210,000, that would provide for four deputy positions and operating expenses. Sheriff Welch stated that projections he presented to the Board during budget deliberations would present potential savings to the entire County and have the possibility of increasing the amount of coverage that the Sheriff's Office can provide throughout Caswell County.

Commissioner Travis stated that his biggest problem with this contract is the liability of the taxpayers of Caswell County with hiring four more people and the possibility of them getting shot, which would affect the County's Workers Comp. Sheriff Welch stated that in accordance with case law, he can provide the services to the Town, but he cannot enter into a contract with the Town on the funding aspect without the Board of Commissioners. Commissioner Travis stated that he did not feel \$210,000 would be sufficient for what is proposed for the Town and added that he felt that the residents of the Town should receive the very same protection of those that live out in the County, and if the Town wants more service, they should pay for it. Commissioner Travis emphasized that his biggest concern is the liability to the County.

Sheriff Welch informed the Board that as of last Tuesday, the Sheriff's Office has taken over protection of the Town and incorporated the Town of Yanceyville into their patrol area. Sheriff Welch stated that a lot of the contract deals with relieving him and the Sheriff's Office from certain initiatives for which the Town will be responsible and his focus has been on the transition.

Upon questioning from Commissioner Hall as to whether the Sheriff would be enforcing the Town's Municipal Codes, Sheriff Welch answered that he has a copy of Yanceyville's Municipal Codes or Ordinances and part of those are included in the contract, however, he has some concerns as to which ones the Sheriff's Office would enforce. Sheriff Welch stated that the issue concerning enforcement of Ordinances does need some attention. Upon questioning from Commissioner Hall as to whether there would be increased court time due to the enforcement of the Town's Ordinances, Sheriff Welch answered that the Sheriff's Office has always provided support and back-up to the Yanceyville Police Department and Town of Yanceyville and generated cases of their own, but felt that there would be an increase.

Upon questioning from Commissioner Carter, Sheriff Welch stated that there needs to be assurance that funding will be there in the future, replacement of vehicles, etc. Commissioner Carter stated that he had been told by the Yanceyville Town Council that they would be willing to enter into a three-year contract rather than the one-year as currently proposed.

Sheriff Welch stated that if the Board of Commissioners enters into the contract with the Town, he will be recruiting for the four deputy positions from Rockingham and Alamance Community Colleges because they offer Basic Law Enforcement training schools, as well as Vance-Granville

Community College. Sheriff Welch noted that Piedmont Community College is still continuing to try to establish a Basic Law Enforcement training school.

Commissioner Jefferies stated that he would be willing to enter into this contract with the Town for one year if the Sheriff is comfortable with it.

In answer to Commissioner Hall concerning whether the Sheriff felt the appropriation of \$210,000 is enough, Sheriff Welch stated that the figure of \$210,000 was based on the working budget for this year to provide four deputies and operating expenses, less the concern about Workers' Comp. Sheriff Welch added that if this funding was not available, he would be concerned about the amount of expenses that would be incurred based on operating expenses.

Commissioner Carter stated that like Commissioner Jefferies, he would be willing to enter into this contract for one year and then evaluate it after that year.

Chairman Ward stated that he would also like more information on the insurance and liability as it relates to Workers' Comp.

Mr. Mike Ferrell, County Attorney, clarified that the County pays a premium for Workers' Compensation Insurance to the North Carolina Association of County Commissioners and assuming that it does not increase because of the number of deputies, the first year's cost would not increase. Mr. Ferrell added that as far as the long-term risk, this would not be realized in the first year. Mr. Ferrell stated that the Sheriff has the responsibility to answer calls in the Town of Yanceyville anyway, and if anyone gets injured answering a call in the Town, whether it is the four deputies assigned to Yanceyville or another deputy, the County will have the same exposure under Workers' Comp. Mr. Ferrell suggested that there be a provision in the contract that states that in the event that the County realizes an increase in Workers' Comp premiums as the result of any activity inside the Town of Yanceyville pursuant to this contract, then the Town would pick up the cost and this could be presented as an amendment to the contract. Mr. Ferrell added that realistically, there would need to be a time limit placed on this stipulation.

Commissioner Hall stated that the Town of Yanceyville has already decided that it cannot afford a Police Department, yet it wants the County to provide services for \$210,000 and this concerns him. Commissioner Hall added that he would not expect the Town to agree to pick up all the cost, but there should be some cooperation to pick up part of the cost, and did not feel that a one-year contract would allow this. Commissioner Hall noted that if after one year the contract did not work, then the Sheriff would have to lay off some employees.

Commissioner Vernon stated that Item 12 in the contract which states that "any result in increase in cost incurred by the Sheriff's Department could be adjusted the next year" could take care of the Workers' Comp issues and concerns expressed by the Board. Commissioner Vernon added that he felt that the Board needs to take the funds to be provided by the Town of Yanceyville and work with the Town to make this work for the betterment of Caswell County because if the County is to move forward and attract industry, it has got to show the people outside this County as well as inside that they are going to work together and provide the services that are needed for new industries or people moving into the County.

Mr. Ferrell suggested that paragraph four in the contract include the following language at the end: "subject to funding being provided by the Town of Yanceyville as provided herein". Mr. Ferrell stated that it needs to be made clear that if the funding goes away, the County has the right to cut those four positions completely and these deputies would have no greater rights than any other employee of the County. Upon questioning from Chairman Ward as to the preference for a one or three-year contract, Mr. Ferrell informed the Board that the proposed contract is a contract with no term, and as written will continue unless one of the parties decides to terminate or amend it. Mr. Ferrell noted that as written, the contract could continue, but the amount of funding could change and this could address the Workers' Comp issue.

Commissioner Hall stated that he would like to give the Sheriff the opportunity to review the Town of Yanceyville's Municipal Code and Ordinances to determine if he has a problem with any of them. Commissioner Hall added that if the Sheriff agrees to enforce these Ordinances specific to the Town, the Board needs to be aware of them. Sheriff Welch noted that he just received the Town's Ordinances today. Mr. Ferrell stated that the Board could approve the Contract tonight contingent upon the Sheriff's satisfaction that enforcement of the Town's Ordinances would not increase the cost of the contract or the Board could delete the section about enforcement of the Ordinances. Upon questioning from the Board, Sheriff Welch answered that he would feel more comfortable if the section about enforcing the Town's Ordinances were deleted from the contract.

Commissioner Hall recommended that the Board schedule a joint meeting with the Yanceyville Town Council in order to answer everyone's questions and concerns.

After discussion, Chairman Ward instructed the County Manager to contact the Yanceyville Town Council and that the Clerk to the Board contact the County Commissioners for possible dates to schedule a joint meeting as soon as possible. The Board was made aware that the Yanceyville Town Council already has a meeting scheduled on Thursday, July 10, 2008, at 1:00 p.m. Chairman Ward instructed the County Manager to contact the Yanceyville Town Council to see if they could meet with the Board on Thursday, July 10, 2008, at 6:00 p.m.

RECESS

At 7:15 p.m. Chairman Ward recessed the meeting until Thursday, July 10, 2008, at 6:00 p.m.

(Note: This meeting was later cancelled).

Wanda P. Smith
Clerk to the Board

George W. Ward, Jr.
Chairman
