

**CASWELL COUNTY BOARD OF COMMISSIONERS**  
**MEMBERS PRESENT**

**JUNE 21, 2021**  
**OTHERS PRESENT**

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David J. Owen, Chairman  
Jeremiah Jefferies, Vice Chairman  
John D. Dickerson  
Nathaniel Hall  
Rick McVey  
Steve Oestreicher  
William E. Carter (Joined Remote)

Bryan Miller, County Manager  
Carla R. Smith, Clerk to the Board  
Debra Ferrell, The Caswell Messenger  
Brian Ferrell, County Attorney (Joined Remote)

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The Board of Commissioners for the County of Caswell, North Carolina, met in regular session on Monday, June 21, 2021, at 6:30 pm in the Historic Courthouse.

**WELCOME:**

Chairman Owen called the meeting to order and paused for a moment of Silent Prayer. Then the Board of Commissioners and all the guest in attendance recited the Pledge of Allegiance.

**PUBLIC HEARING ON THE FY 2021-2022 BUDGET:**

A **motion** was made by Commissioner Jefferies and seconded by Commissioner McVey and **carried unanimously** to enter the Public Hearing on the Budget.

Attorney Brian Ferrell said Chairman before you go on, if you don't mind this evening, it looks like we've got Mr. Carter remotely. If you'll do roll call voting, since we do have one member of the board participating remotely to meet the remote meeting requirements.

The following individuals appeared before the Board to make public comments:

Elin Claggett of 108 Jaye Lane in Providence stated the following: In regards to the Detention Center, the total revenues are projected to be \$708,600. Expenditures are approximately \$1,750,000 resulting in over \$1 million total loss again. Reduction of expenditures was not discussed for 5 minutes during your budget meetings. It's hard to find solutions if problems are not acknowledged. Not to mention the debt service payment of \$770,000 this year. How long is this sustainable for tax payers? In contrast, you recently voted to have consultants sell our Home Health Agency service because it's costing the county \$200-250,000 annually.

In regards to the Public Schools, the County Manager recommended \$3,207,000 spending. Why? In 2011, 3,012 students attended Caswell Co. Public Schools. In 2016, there were 2,689 students and County Appropriations were \$2,370,000 - averaging \$918/student. Last year, the schools were given \$2,655,000. Meanwhile enrollment has dropped to 2,307. If you continued funding at previous rate of \$918/student, you'd save tax payers over \$500,000 this year. Why do they require additional tax dollars for fewer and fewer students?

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According to 2019 census, there are still over 3,000 children, ages 5-18, in Caswell, meaning over 700 are attending home schools, charter schools or other public schools. During the last 3 School Board meetings alone, 17 students have requested transfers to other public school districts. At the current \$1,150/student, that's a quick \$20,000 payment reduction. Additionally, Caswell's State supplement per student is the 14<sup>th</sup> highest in the state, compensating for smaller tax base for local funding in Tier 1 counties.

Above and beyond the local operating budget, an additional \$552,000 of "Local Operating Expansion Budget and Capital Outlay" is to be handed over to the schools. Why? These wish list items included teachers' supplements, HVAC systems, activity bus, Social Worker, landscaping and electrical work. Their \$11.3 million in Stimulus budgets covers most of these items such as teacher retention, 5 positions, technology and HVAC. \$2.3 in unrestricted funds could support activity bus and landscaping. Did you not compare lists? What are you buying for \$552,000?

Not to mention the \$35,100,000 BYHS Construction project. Chariman Owen let Mrs. Claggett know that she had spoke for 3 minutes, which is the allotted time for Public Comments per our policy.

Rev. Bryon Shoffner of 150 Shoffner's Loop in Burlington thanked the Board for voting yes on zoning and hopes the planning Board will make its recommendations before the mortarium expires. He also spoke on adding safety measures in the Anderson Community.

Anita Foust of 2501 Hughes Mill Road in Burlington and asked for an alarm system in the Anderson Community to receive alert when an animal gets out of the Conservatory Center. She also thanked the Commissioners for voting yes on zoning.

Earnestine Hamlett had a few concerns but not about the budget. She was making a request to continue to receive the agenda. She also wanted updates about the redesign of the town square.

John Claggett of 108 Jaye Lane in Providence stated the following: With regards to Maintenance, currently Maintenance is short staffed with 2 housekeeping and 2 grounds crew to maintain 14 county facilities which include Farmer's Lake and Pelham Industrial Park areas. Request for 2 additional staff was dismissed as it would be a recurring expense. A proposal was made for approximately 5 buildings to be cleaned by a service that will cost \$120,000. Will this not be a recurring expense? Even with this additional cleaning service, the maintenance staff is severely stretched for the remaining 9 buildings & grounds without additional help. You have \$6 million in COVID & Stimulus funds which should cover cleaning & maintenance support staff.

Co-Square: A couple years ago, you invested an initial \$300,000 in Co-Square. Measur.io, their "anchor tenant", allegedly moved their headquarters to Yanceyville and was supposed to create jobs. However, they have failed to show up other than a sign on a door. Also, does this almost empty building really require professional cleaning service 3 times/week? Economic Development revenues are projected at \$8,000. Expenditures are listed as \$184,719 for

Economic Development plus Co-Square operations of \$82,000. That leaves a total loss for economic development this year of \$192,911.

Vehicles: Over the past year, vehicle lease budget has increased from \$104,706 to \$342,106. Why does this county need 1 vehicle for every 2 employees?

A **motion** was made by Commissioner Jefferies and seconded by Commissioner Hall and **carried unanimously** to close the Public Hearing on the Budget.

### **BOARD OF EQUALIZATION AND REVIEW:**

Thomas Bernard, Tax Director, said at this time, he has not received any value appeals for Mr. Wright, and is not sure if he has one tonight. Chairman Owen asked Mr. Wright if he was appealing any of the 2021 tax evaluations. Mr. Wright said yes and passed out an envelope of information to each of the Commissioners. Mr. Wright presented a map showing the mobile homes he has on the property. The mobile homes Mr. Wright own start at 487, 515, 539, 559 and 579. The second map shows 668 which is across the road. If you count all those mobile homes, you will have 6 mobile homes. Mr. Wright asked the Commissioners to turn to the back sheet where you will see Parcel 8627, which goes with mobile home 559. All the other mobile homes are on Parcel 8626. Mobile home 559 is cut out of that tract and is on a lot to itself. Then Mr. Wright asked the Commissioners to look at the last sheet that says 89 on it, you will see that same mobile home, and it has moved over to Parcel 8626. It moved in 2018. To get to the lie Mr. Wright spoke of at the last meeting, go behind the first 2 maps and it will explain why Mr. Wright felt it was a lie. Chairman Owen asked Mr. Wright if he was questioning the value that was assessed in the 2021 tax season on any of his property. Mr. Wright said yes on 8626. On July 13, 2017, The Caswell County Board of Equalization and Review decided that effective January 1, 2016, that Parcel 8626, which is 70.85 acres had an assessed valuation of \$155,395. After the Board made that decision, on August 8, 2017, Mr. Bernard wrote Mr. Wright a letter. It stated after reviewing the information, the tax office discovered that three of the mobile homes are sharing a well. The tax Office corrected their records and adjusted the equated values. It was adjusted down to \$141,343. On August 24, Mr. Wright requested the form to appeal it to the State Board of Appeals. On September 13, 2017, The State of NC Department of Revenue Property Taxes Division sent Mr. Wright a letter notifying him that they received his appeal from the Caswell County Board of Equalization and Review filed on August 14, 2017. On October 17<sup>th</sup> Mr. Wright received another letter from the State of NC Department of Revenue acknowledging receipt of his application for hearing filed on October 12, 2017. Once his appeal has been scheduled for a hearing, Mr. Wright will receive a letter of the hearing by mail approximately 50 days prior to the hearing. On November 28, 2017, a letter was received from Mr. Bernard stating that the Property Tax Division had contacted them regarding the appeal, and the property value was reduced to \$ 132,568. An adjustment was made to Mr. Wright's personal property taxes to include the mobile home, and a copy of the corrected real estate and personal

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property was attached to the letter. Chairman Owen then asked Mr. Wright what he was appealing on the value of the 2021 property. Mr. Wright said he is appealing the mobile home on Parcel 8626, which was moved from Parcel 8627. Chairman Owen then asked if he was appealing the value of the property or the fact that the mobile home moved from one place to another. Commissioner Dickerson said he spoke with Mr. Bernard at the Tax Office and there are only 2 trailers charged on the 2021 tax card. Mr. Wright feels he is being charged for a home site that is not there. Chairman Owen feels this is a prior year issue. Brian Ferrell asked if it be helpful, if he gave the standard that applies in taxpayer appeals to the Board of Equalization and Review. The taxpayer can appeal essentially one of three things. They can appeal the valuation of property, they can appeal the listing of property, or as you'll hear it your next case, they can appeal the denial of an exemption from taxation. In this case, it's not entirely clear to me whether you have a valuation appeal or whether you have a listing appeal, but no matter which type, the standard is the same. In North Carolina ad valorem, tax assessments are presumed to be correct. And when the assessment is challenged, the burden of proof is on the taxpayer to show that the assessment is erroneous. It's not enough that the taxpayer show that means adopted were wrong, it also must show the results achieved resulted in a value substantially greater than the true value of money, of a particular property. And again, the test is the greater weight of the evidence test. It requires that the taxpayer bring forward clear relevant persuasive evidence sufficient to persuade you that the presumption that the tax values are correct and overcome by the evidence. So that's your job here. You now have the evidence before you and must make a decision to deny the appeal and uphold the current valuation and listing or sustain the appeal and make some change to the current assessed value or the current tax rules. Commissioner Hall asked Mr. Bernard how many home sites Mr. Wright were charged for. Mr. Bernard said in 2021 there were 5 home sites on 8626. They share a well, so the values have been reduced. Commissioner Jefferies asked about the home site with no water or sewer system. Mr. Bernard said the one across the road belongs to the hunting club. Mr. Bernard spoke with the people. They do not have water, sewer, or electricity, but they have a port-a-john on the property. The home site is valued at \$8250 per the 2016 re-valuation of the land.

A **motion** was made by Chairman Owen and seconded by Commissioner McVey and **carried 6-1** to deny any change in value or listing for the 2021 tax year. ( Commissioner Jefferies voted No)

Mr. Bernard presented the denial of tax exemption for Epic Caswell. It was denied based on NCGS 105.278.7 requiring a building on the property. Mr. Bernard found an example that was approved for tax exemption in 2019, and it was owned by a church. In 2020 a piece of property owned by Leasburg Volunteer Fire Department was approved. It had been denied in the past, but it now had a substation on the property. In 2010, Imbros, Inc presented a request for tax exemption on the property now owned by Epic Caswell, they were denied because the land was vacant. Pender County had a case where a church owned a piece of land and in 2003 the Tax

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Commission upheld the denial from the Board of E & R. Attorney Ferrell said so essentially, it's the same wording in subsection a of the two statutes, the Court of Appeals held that because there was no building located on the property owned by the Church. It was not free to expand the definition of property, even if it wanted to do so, and so the Court decided based on the language of the Statute that because there was no building, it could not grant the exemption at that time. And the Court noted that if buildings are built in the future, the result may be different.

A **motion** was made by Chairman Owen and seconded by Commissioner McVey and **carried 6-0** to deny the appeal for tax exemption for Epic Caswell. (Commissioner Hall abstained from the vote.)

The Board of Commissioners have heard the appeals from the Board of Equalization and Review, and the Commissioners will not conduct any more business for the Board of E & R until next year.

**PUBLIC COMMENTS:**

The following public comments were emailed to the Board and were shared with the Commissioners via email.

Kenneth Darnell of 195 Barco Street in Yanceyville.

**RECOGNITIONS:**

There were no recognitions from the Board.

**ACTION ITEMS:**

**APPROVAL OF AGENDA:**

A **motion** was made by Commissioner Jefferies and seconded by Commissioner McVey and **carried unanimously** to approve the Consent Agenda.

**APPROVAL OF CONSENT AGENDA:**

Hearing no corrections, the Minutes will stand approved by Chairman Owen.

- a. June 7, 2021 Regular Meeting Minutes

**BOARDS AND COMMITTEES:**

There are Boards with more vacancies than applicants. Those Boards are as follows:  
Agricultural Advisory Committee, Board of Health, JCPC, Person-Caswell Lake Authority, Piedmont Community College Board of Trustees, Economic Development Commission, Adult Advisory Council, Hunting and Wildlife Advisory Committee, Jury Commission, and the Senior Center Advisory Committee.

A **motion** was made by Commissioner Jefferies and seconded by Commissioner McVey and **carried unanimously** to appoint the applicants to their respective boards.

ABC Board: Commissioner Oestreicher nominated Patricia Price Lea, and Commissioner Dickerson nominated C. Keith Tatum.

The votes were tallied and **carried 4-3** to appoint C. Keith Tatum to the ABC Board.

Farmer Lake Board: Commissioner Carter nominated Terry Harrelson, Jerry Sykes, Jamie Henderson, and Vennie Beggarly and Commissioner Hall nominated Vennie Beggarly, Jamie Henderson, and Bradley Taylor.

The votes were tallied, and the Commissioners will appoint Jerry Sykes, Vennie Beggarly, Jamie Henderson, and Terry Harrelson to the Farmer Lake Board.

Gunn Memorial Library Advisory Board: Commissioner McVey nominated Virginia Hodges, Cynthia Claiborne, Kimberly Eaton, Barbara Owen, and Sherry Stanfield-Oakley. There were no other nominations.

The Commissioners voted on that slate and **carried unanimously**.

The vacancy on the Social Services Board is appointed by the DSS Board.

The Tourism Development Authority has one vacancy but no applicants.

Planning Board: Commissioner Carter nominated Stephen Harris and Commissioner Oestreicher nominated Gay Pleasant.

The votes were tallied and **carried 5-2** to appoint Stephen Harris to the Planning Board.

### **EXPLOSIVE ORDINANCE:**

Commissioner Oestreicher said we covered this topic at our last meeting. The ordinance was voted on by those present with one minor change. It is Commissioner Oestreicher's thought that this needs to be put into the UDO format. County Manager Miller said it needs to be reformatted as all the other ordinances done by Munico with no impact on the wording. Attorney Ferrell said this is just a second hearing because one of our commissioners were out.

A **motion** was made by Commissioner Oestreicher and seconded by Commissioner McVey and **carried unanimously** to approve the explosive ordinance.

### **COSQUARE ONSTRUCTION CONTRACT:**

On April 16, 2021, the County owned coworking space CoSquare was damaged during an accident when a motorized vehicle struck the right front of the building. After determining the structural integrity of the building was intact, we solicited a quote from a local contractor to repair the damage to the building. The accident was submitted to our insurance company, and we received payment for the damages. The quote from the local contractor is less than the amount

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received, and the quote is below the \$30,000 threshold for informal bidding. The quote is \$18,000.

A **motion** was made by Commissioner Hall and seconded by Commissioner Oestreicher and **carried unanimously** to approve the CoSquare Construction Contract.

### **DISCUSSION ITEMS:**

Commissioner Hall asked where we stand in terms of Covid vaccinations for staff. County Manager, Brian Miller said Covid vaccinations for staff were left up to staff. Staff was not required to get the Covid vaccine. However, staff was strongly encouraged to be vaccinated. So, no record is being kept of which employees has receive the vaccine due to HIPPA regulations. Commissioner Hall feels Local and State government will have an impact on school systems and community in regard to the Covid vaccine. Commissioner Hall feels the Board needs to discuss where the county and county staff stand. Chairman Owen will add this to the agenda for the second meeting in July.

### **COUNTY MANAGER'S UPDATES:**

County Manager Miller had 2 updates. The County has received \$2,195,281 American Recovery Plan funding from the government that was applied for by the Finance Department. The reason we did not entertain a Public Hearing on Zoning tonight is because the Caswell County unified development ordinance section 4.1.3.3 which states completed applications shall be received at least 30 days prior to the Planning Board meeting at which the Planning Board first considers the proposed amendment. The Board of Commissioners made application on June 7<sup>th</sup>. So, the Planning Board can not take this up for 30 days from June 7<sup>th</sup>. If the Planning Board deems it appropriate, they can have a special meeting on July 8<sup>th</sup> to take up this issue, but not before. We want to follow the order of our ordinances and NC State statute 160D-604, which states that the governing board shall not hold its required hearing or take action until it has received a recommendation regarding the regulation from the Planning Board. Commissioner Oestreicher asked if the 30 days is the minimum or can the Planning Board hold a meeting before the 30 days are up. County Manager Miller said he thinks we should wait 30 days and Attorney Ferrell agrees with the County Manager.

### **COMMISSIONER COMMENTS:**

Commissioner Hall asked at what point will we do the final vote on the Confederate Statute in the Town Square. Chairman Owen said in July the Board will get the results from the survey and after that they will began making decisions on where they move the statute. Dickerson asked if there had been any cost estimates for the move. County Manager Miller said no because we must

first decide if we will relocate the monument and where it will be relocated. Then we can look at the variable in costs of moving the monument.

**ANNOUNCEMENTS AND UPCOMING EVENTS:**

Recessed Budget Meeting will be on Wednesday, June 23, 2021, at 9:00 am at CoSquare.

Tour of Bartlett Yancey High School on Thursday, June 24, 2021. The tours are at 4 pm and 5 pm. Chairman Owen said he will tour at 4 pm. There will be no county business discussed at this event. Attorney Ferrell said we will need to notice it as a Public Meeting.

Commissioner McVey reminded everyone of the Fireworks on July 3<sup>rd</sup>, 2021 in the Square.

Commissioner Hall was contacted by a representative from Cycle NC Mountains to the Sea Cycle Trip. The event was cancelled last year, but the year before they stopped in Yanceyville. They were very pleased and plan to stop here again this year. The Cycle date is October 5<sup>th</sup>. We want to make this as good or better than two years ago.

Chairman Owen then mentioned the Arts council has an event on the 2<sup>nd</sup> Saturday of each month from 10 am to 2 pm. They open the Museum, Mercantile and other businesses that are not usually open on Saturday.

Commissioner Hall said he was contacted by a citizen and chastised royally for not attending the BYHS graduation. Chairman Owen said the Board did not receive anything.

**ADJOURNMENT:**

Commissioner McVey made a motion at 7:57 pm to adjourn, seconded by Commissioner Jefferies and the motion carried unanimously.

Attachments:



**Board of County Commissioners meeting 6/21/2021**  
**Public Hearing – Budget 2021-2022**

By Elin Claggett, Ph.D @ 108 Jaye Lane, Providence, NC

**Detention Center**

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**Public Schools**

The County Manager recommended \$3,207,000 spending. Why? In 2011, 3,012 students attended Caswell Co. Public Schools. In 2016, there were 2,689 students and County Appropriations were \$2,370,000 - averaging \$918/student. Last year, the schools were given \$2,655,000. Meanwhile enrollment has dropped to 2,307. If you continued funding at previous rate of \$918/student, you'd save tax payers over \$500,000 this year. Why do they require additional tax dollars for fewer and fewer students?

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A couple years ago, you invested an initial \$300,000 in Co-Square. Measur.io, their "anchor tenant", allegedly moved their headquarters to Yanceyville and was supposed to create jobs. However, they have failed to show up other than a sign on a door. Also, does this almost empty building really require professional cleaning service 3 times/week? Economic Development revenues are projected at \$8,000. Expenditures are listed as \$184,719 for Economic Development plus Co-Square operations of \$82,000. That leaves a total loss for economic development this year of \$192,911.

**Vehicles**

Over the past year, vehicle lease budget has increased from \$104,706 to \$342,106. Why does this county need 1 vehicle for every 2 employees?

EXPLOSIVES DETONATION ORDINANCE  
OF  
CASWELL COUNTY, NORTH CAROLINA

Caswell County Board Of Commissioners

David Owen, Chairman Jeremiah Jefferies,

Vice Chairman

RickMcVey

Nathaniel Hall

Steve Oestreicher

John Dickerson

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## Chapter 22

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**ARTICLE IV. - Caswell County Explosives Detonation Ordinance**

**Section 22-65. - Purpose**

The purpose of this article is to implement standards for the detonation of explosives that may cause injury, death or damage to personal property, whereas preserving the personal freedom to engage in such activities, while promoting public health, safety, welfare, comfort and prosperity of the citizens of Caswell County.

**Section 22-66. - Authority and Enactment**

The Board of Commissioners of the County of Caswell adopted this article pursuant to the authority conferred by the General Assembly of the State of North Carolina in General Statutes Chapter 153A-128.

**Section 22-67. - Jurisdiction**

Under the authority granted by North Carolina General Statute 153A-122, the County is hereby authorized to enact this article within the rural areas of the county and outside and beyond the corporate limits of any municipality of Caswell County

**Section 22-68. - Severability**

If any section of specific provision or standard of this article is found by a court to be invalid, the decision of the court shall not affect the validity of any other section, provision, or standard of this article.

**Section 22-69. - Conflict with Other Laws**

It is not intended that this article repeal, abrogate, annul, impair, or interfere with any existing provisions of any other ordinances or laws. However, if the requirements of any other lawfully adopted rules, regulations, or ordinances of the County of Caswell conflict with this article, the more restrictive or that imposing the higher standards will govern.

**Section 22-70. - Amendment**

This article may be amended from time to time by the Board of Commissioners of the County of Caswell on its own motion or on petition and after public notice and hearing.

## Section 22-71 - Definitions

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

*Detonate* means any action that will cause an explosive material or device to explode.

*Discharge* means to eject or release a material, object, or projectile by a sudden release of tension or pressure.

*Encapsulate* means to enclose within an object or outer shell for the purpose of containment.

*Exploding Target* means a device that is utilized for the purpose of shot confirmation. This type of target is typically comprised of chemicals or materials that react in an explosive manner once impacted by a projectile or a detonating device.

*Explosion* means the sudden, loud, and violent release of energy that happens when something breaks apart in a way that sends parts flying outward.

*Explosive* means a material or combination of materials that have a likelihood of erupting in a violent manner creating an explosion.

*Permanent Building* means a building which is built, constructed, used or intended to support and/or shelter any use or occupancy that is attached to real property by means of permanent foundation, plumbing or electrical connection and is required to obtain a permit and undergo an inspection process in accordance with the North Carolina State Building Code.

*Public Gathering Places* means locations that are subject to the assembly of a group of individuals for a uniform purpose. The following shall be considered as *Public Gathering Places*: Schools, Churches, Daycares, Parks, Playgrounds, Recreational Areas, Nursing Homes, Hospitals, Family Care / Group Homes, Governmental Buildings and Grounds.

Section 22-72. - Explosives Restrictions

It shall be unlawful for any person to cause an explosion:

- (1) Within fifteen hundred (1,500) feet as measured in a straight line from the point of detonation to the property line of any public gathering place; or
- (2) Without written consent of the owners or tenants of all residential dwellings or permanent buildings located within fifteen hundred (1,500) feet as measured in a straight line from the point of detonation; or
- (3) Carelessly or heedlessly in wanton disregard for the safety of others; or
- (4) Without due caution or circumspection and in a manner so as to endanger any person or property and resulting in the unlawful property damage or bodily injury of another; or
- (5) In a manner resulting in projectiles or shrapnel leaving the property in which the detonation or explosion occurred; or
- (6) While under the influence of alcohol or a controlled substance (under the influence: determination by the investigating officer that the person is intoxicated by alcohol or a narcotic to the point where physical and mental faculties are appreciably diminished); or
- (7) In the form of an exploding target when encapsulated therefore creating a projectile or shrapnel; or
- (8) From the hours of sunset to sunrise.

Section 22-73. - Exceptions

This article shall not be construed to rescind any of the state wildlife laws of North Carolina nor shall it be construed to prohibit the following:

- (1) Officers and enlisted personnel of the armed forces of the United States while in the performance of their official duties and acting under orders requiring them to carry arms, weapons or explosives; or
- (2) Civil officers of the United States while in the performance of their official duties; or
- (3) Officers of the state or of any county, city, or town charged with the execution of the laws of the state when acting in the performance of their official duties; or

- (4) The detonation of an explosive at a properly permitted and approved firing range or facility operating as such prior to the adoption of this Ordinance; or
- (5) The performance of an historical ceremony or commemorative functions that are conducted involving the discharge of firearms or detonation of explosives that do not involve the release of projectiles; or
- (6) Any individual, group or company that possess a valid permit and is operating under all Federal, State and Local guidelines prescribed for such use; or
- (7) The use of pyrotechnics or fireworks meeting exempt specifications as referenced in North Carolina General Statutes.

#### **Section 22-74 - Violations and Penalty**

Each violation of this article shall constitute a Class 3 misdemeanor and any person convicted of the same shall be fined not more than five hundred (\$500.00) dollars and/or imprisonment not exceeding thirty (30) days. A violation of this article may be enforced by an appropriate, equitable remedy, including injunction and order of abatement issued from a court of competent jurisdiction in accordance with North Carolina General Statute 153A-123. Furthermore, a violation may cause a civil penalty to be recovered by Caswell County in a civil action in the nature of a debt. Each day's continuing violation of this article shall constitute a separate and distinct offense.

#### **Section 22-75 Effective Date**

This article shall take effect and be in force upon adoption.

Adopted this the 21st day of June, 2021.

CASWELL COUNTY BOARD OF COMMISSIONERS

S/David J. Owen  
Chairman, David Owen

Attest:

S/Carla R. Smith  
Carla R. Smith  
Clerk to the Board

CONSTRUCTION SERVICES  
AGREEMENT

COSQUARE REPAIR

THE TERMS OF THIS CONSTRUCTION SERVICES AGREEMENT (“CSA”) by and between Caswell County, North Carolina (“County”) and HM Kern Corporation (“Contractor”) apply to all completion of the work described in the Form of Proposal attached hereto as Exhibit A and incorporated herein by reference (the “Proposal”).

For the purpose and subject to the terms and conditions hereinafter set forth, the County hereby contracts for the goods, materials, and/or services of the Contractor, and the Contractor agrees to provide the goods, materials, and/or services as described in the this CAS and the Proposal.

SPECIFIC TERMS

1. Non-waiver: Failure by County at any time to require the performance by Contractor of any of the provisions hereof shall in no way waive or affect the County's right hereunder to enforce the same, nor shall any waiver by the County of any breach be held to be a waiver of any succeeding breach or a waiver of this Non-Waiver Clause.

2. Independent Contractor: The Contractor shall operate as an independent contractor, and the County shall not be responsible for any of the Contractor's acts or omissions. The Contractor shall not be treated as an employee with respect to the goods, or materials provided, or services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. The Contractor understands that neither federal, nor state, nor payroll tax of any kind, shall be withheld or paid by the County on behalf of the Contractor or the employees of the Contractor.

3. Insurance: Contractor shall maintain, at its sole expense, Commercial General Liability Insurance, Automobile Insurance, Workers' Compensation Insurance, and any additional insurance as may be required by County. Contractor shall provide the County proof of insurance naming the County as an additional insured on the policies referenced herein prior to performing any work pursuant to this Agreement.

4. Indemnity: To the extent authorized by North Carolina law the Contractor agrees, without limitation, to defend, indemnify, and hold harmless Caswell County from all losses, liabilities, claims, demands, suits, costs, damages or expenses (including reasonable attorney's fees) arising from bodily injury, including death, to any person or persons or damage to or destruction of any property caused in whole or in part by any negligent or intentional act or omission on the part of the Contractor in carrying out Contractor's duties and obligations related to the goods or materials provided or services to be provided in the Proposal. It is the intent of this provision to require the Contractor to indemnify the County to the fullest extent permitted under North Carolina law.

5. Termination/Cancellation: The Proposal may be terminated at any time by mutual written agreement of the parties or by the County, without penalty or further obligation, upon written notice to the Contractor. County may suspend the Proposal and this Agreement upon verbal notice to Contractor.

6. Entire Agreement and Signatures: The parties have read the terms of the Proposal and this CSA and agree to be bound by all of the terms, and further agree that the Proposal together with this CSA constitutes the complete and exclusive statement of the agreement between the parties unless and until modified in writing and signed by the parties. Modifications may be evidenced by telefacsimile or email signature. This CAS together with the Proposal and any amendments or modifications may be executed electronically. All



electronic signatures affixed hereto evidence the consent of the Parties to utilize electronic signatures and the intent of the parties to comply with Article 11A and Article 40 of North Carolina General Statute Chapter 66.

7. Governing Law and Priority: Both parties agree that the Purchase Order shall be governed by the laws of the State of North Carolina and Caswell County. Contractor shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations including but not limited to all state and federal anti-discrimination laws, policies, rules, and regulations. Any violation of this requirement is a breach of this CSA and County may immediately terminate without further obligation on the part of the County. By entering into this CSA Contractor certifies that Contractor has not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.58. By entering into this CSA Contractor certifies that Contractor has not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.81. By entering into this CSA Contractor affirms Contractor is and shall remain in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes.

8. Dispute Resolution: Neither party may initiate binding arbitration. Any disputes shall be resolved by nonbinding mediation. If such mediation fails either party may initiate litigation to resolve the dispute. Should either party initiate litigation to settle any dispute involving the terms of the Proposal or this CSA such litigation shall be initiated in the General Court of Justice of North Carolina seated in Caswell County, North Carolina.

9. Warranty: Contractor represents and agrees that Contractor is duly licensed and qualified to perform and fully capable of performing and providing the goods, materials, and/or services purchased in a fully competent, professional and timely manner to the satisfaction of the County. Contractor shall be responsible for all errors or omissions, in the performance of the Proposal. Contractor shall correct any and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts at no additional cost to the County. The Contractor expressly warrants that all materials, supplies and workmanship covered by the Proposal and this CSA will conform to the specifications, drawings, and/or samples referenced on the Proposal and shall be free from defects in material and/or workmanship and shall be merchantable. With regard to services performed pursuant to the Proposal and this CSA Contractor expressly warrants Contractor is competent and able to perform such services, the services shall be performed in a workmanlike manner, Contractor shall exercise reasonable care and diligence in performing services pursuant to this order in accordance with generally accepted standards of this type of practice throughout the United States and in accordance with applicable federal, state and local laws and regulations applicable to the performance of these services. Contractor is solely responsible for the professional quality, accuracy and timely completion and/or submission of all work related to the services, shall be responsible for its errors and omissions and shall correct such errors and omissions at no additional cost to the County. This warranty shall survive any inspection, delivery acceptance, and/or payment by Caswell County.

10. Non-Appropriation: Contractor acknowledges that County is a governmental entity, and the validity of this order is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this order, then this order shall automatically terminate without penalty to County immediately upon written notice to Contractor of the unavailability and non-appropriation of public funds.

11. Time for Completion: Contractor shall complete the work specified in the Proposal within thirty calendar days following the full execution of this CSA. Failure to complete the work on time will subject Contractor to liquidated damages in the amount of \$100 per day for each day the work is not so completed.

12. Payment: The payment due the Contractor as specified in the Proposal shall not become due until the County approves the work and the Contractor has furnished to the County: (A) an affidavit by the Contractor signed, sworn, and notarized to the effect that all payments for materials, services, or for any other reason

in connection with the work or performance of the Proposal have been satisfied and that no claims or liens exist against the Contractor in connection with the same; (B) affidavits from each subcontractor and supplier signed, sworn, and notarized to the effect that (i) each such subcontractor or supplier has been paid in full by the Contractor for all work performed and/or materials supplied by him in connection with the Proposal, and (ii) that all payments for materials, services, and for any other reason in connection with the subcontract or supply contract have been satisfied and that no claims or liens exist against the subcontractor or supplier in connection therewith; and (C) written confirmation from Contractor it has completed the work specified in the Proposal. In the event that the Contractor cannot obtain an affidavit, as required above, from any subcontractor or supplier, the Contractor shall state in the Contractor's affidavit that no claims or liens exist against such Subcontractor or supplier to the best of the Contractor's knowledge, and that if any appear afterwards, the Contractor shall save the Owner harmless for all costs and expenses, including attorneys fees, on account thereof.

13. Assignment: The Contractor shall not assign any portion of this Agreement nor subcontract the Work in its entirety without the prior written consent of the Owner.

14. Change Orders: Any deviation, addition, or modification of the materials or services from specified on the Proposal must be indicated on a Change Order executed by Contractor and Count. In no event shall County be responsible to pay Contractor any sum in excess of the "Base Price" listed in the Proposal unless or until County and Contractor enter into a fully executed Change Order.

[THIS SPACE INTENTIONALLY LEFT BLANK-SIGNATURE PAGE FOLLOWS]

CONSTRUCTION SERVICES AGREEMENT

SIGNATURE PAGE

Contractor:

HM Kern Corporation

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Caswell County:

By: S/David J. Owen

Printed Name: David J. Owen

Title: Chairman

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

S/Jennifer D. Hammock

Caswell County Finance Officer

## EXHIBIT A

### FORM OF PROPOSAL

Project:	<u>CoSquare Damage Repairs</u>	Bid Package:	<u>n/a</u>
Owner:	<u>CoSquare</u>	Contractor:	<u>H.M. Kern Corporation</u>
	<u>106 Court Square, Yanceyville, NC 27379</u>	Date:	<u>May 6, 2021</u>

H.M. Kern Corporation is pleased to provide CoSquare with a proposal for the:

**CoSquare Damage Repairs**  
*(106 Court Square, Yanceyville, NC 27379)*

#### Base Pricing

Our proposal is for the furnishing of all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary for damage repairs as sustained by CoSquare in Yanceyville, NC.

Base Price:	<u>Eighteen Thousand</u>	Dollars (\$)	<u>18,000.00</u>
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#### Scope of Work

*The following represents H.M. Kern Corporation's understanding of the scope of work required by the owner per onsite conversations and site visit between Cori Lindsay (Caswell County Economic Development Director) and Todd Hodges (H.M. Kern Corporation President and Owner) as conducted on April 19, 2021:*

- Remove temporary weather enclosures at damaged area and provide temporary weather and security enclosures to protect interior space until new glazing can be installed.
- Remove all glass and glazing remaining in opening on the north side of the main entrance.
- Provide new wood stud framing as required to re-frame exterior window / wall opening (approximately 9' high by 14' wide).
- Provide and install new glazing with interior muntin, color to match existing as closely as possible.
- Provide and install new interior wood trim at window openings to match existing.
- Provide and install interior gypsum board sheathing, insulation, and corrugated metal wall panels to match existing.
- Provide and install exterior wood paneling and trim below new glazed window opening.
- Repair chipped brick at exterior rowlock.
- Provide and install exterior / interior painting as required to blend into existing finishes.
- Lightly sand and install sealer to repair scratches on "river" flooring feature.
- Clean and buff out scuffs at existing terrazzo flooring as indicated during site visit.

#### Time Frame

H.M. Kern Corporation proposes to complete all work within 30 Calendar Days from receipt of a fully executed contract, approved building permits, approved submittals / shop drawings and procurement of required materials (schedule may be modified based upon delivery of materials).



160 Thatcher Road, Greensboro, NC 27409  
P: 336.886.3213 F: 336.688.2142

# FORM OF PROPOSAL

## Exclusions

The following items are excluded from our proposal.

- Fire Protection Systems
- Plumbing
- Heating, Ventilating, and Air Conditioning
- Electrical, Fire Alarm, Telecommunications, Security, Audio-Visual Systems
- Temporary utilities required for construction (electricity, water, heating / cooling)
- Signage and Graphics
- Hazardous materials surveying, testing, and remediation
- Moisture testing and remediation
- Terrazzo Patching
- Aluminum Storefront Framing
- Replacement of damaged furnishings
- Construction materials testing
- Relocation of existing equipment, materials, furnishings, etc. in existing building
- Renovations to Existing Building other than specifically indicated above
- Payment and Performance Bonds
- Any costs associated with cost escalation
- Anything not specifically included above

## Signature Page

Respectfully submitted this day of May 6, 2021

H.M. Kern Corporation

*(Name of corporation making bid)*

License: # 8542

By:

Title: G. Todd Hodges, President & Owner

By:

Title: Joshua D. Hyler, Estimator