

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

**March 7, 2022**  
**OTHERS PRESENT**

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Rick McVey, Chairman  
Nathaniel Hall  
Jeremiah Jefferies  
Steve Oestreicher  
David Owen, Vice Chairman (Remote)  
John D. Dickerson (Remote)  
William Carter (Remote)  
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Bryan Miller, County Manager  
Carla Smith, Clerk to the Board  
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, March 7, 2022 at 9:00 am in the Historic Courthouse.

**WELCOME:**

Chairman McVey 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 COMMENTS:**

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

**Thomas Wright**, 559 George Russell Rd, Yanceyville, NC. I just spoke with Mr. Miller about my tax money, and he said he did not have the authority to give me my money back. He said it was up to the Commissioners. All I want to know is if you're going to give me my money back or you're going to take it. I understand that it's not your policy to talk back. I need to know an answer. You can get him to give me an answer or I'm going to court.

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

**Elin Claggett**, 108 Jaye Lane, Providence, NC.

**UPDATE PUBLIC RECORD REQUEST** re: 2020-2021 annual budget audit and attorneys' salaries 2020 & 2021 has **remained unanswered by the County Manager or Commissioners**. On March 4, 2022 the request was resubmitted specifying public records that would contain requested information. You've all been copied on these requests that were initiated Dec. 30, 2021 & Jan. 20, 2022. A reminder from SLGFD & NC DOJ: It is Sunshine Week in Elon.

**SUMMARY of PHASE I SALARY STUDY 2017:**

- In 2017, the County Manager made \$78,000. At the completion of Phase1 of the salary study, he recommended & received the largest employee increase of nearly \$12,00 and HR Director was not far behind with \$8,000 raise.

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- 17 of 19 (89%) employees with raises >\$4,000 were supervisors
- 86 of the 152 (56%) full time employees received < \$1,000/yr. No raises were included for part time employees
- Lowest pay grades 11 & 13 and the smallest pay increases went to: C.A.T. drivers (3), Maintenance I (3), Medical Office Asst. (3), & Tax Clerk (2). The poor stay poor.

### 2018 & 2019

According to the County Manager, Step 2 of this plan was to equilibrate salaries and would include raises for long term employees as well as the lowest paid employees and would have followed the next budget cycle. This never happened. Why? Other than a few special designations, employees did not receive raises.

### COLA RAISES OCTOBER 2020

In October 2020, a 2% employee raise was approved, with high salaried employees taking home 4-5 times more than the lowest paid employees. Those making \$25,000 received \$500 while those closer to \$100,000 salary received \$2000. Hence the poor stay poor, just like in 2017. Had Step 2 of the salary study been completed as scheduled this may have been avoided or averted. Alternately, commissioners could have given everyone \$1,000 raise – a 5% raise for the lowest salaried & 1.2% for the highest salaried. Everyone wins. The total cost to taxpayers in the 2021-2022 budget was \$176,852 (11/3/2020 email from the County Manager).

### JANUARY 2022

Change of payroll to bi-weekly. Same annual salary divided into 26 payments instead of 12 each year. This is not a new concept and standard operating procedure for well over 50 years. Many 18 year olds are paid bi-weekly and learn how to budget their bill paying. However the transition right after holidays was strained for those who live paycheck to paycheck.

### FEBRUARY 2022

You are right back at 2018 status and could complete Step 2 of the Salary study to resolve much of your inequities. You could also give everyone \$1,000 or fixed raise

Current job listings include the following positions with equivalent salaries between \$21,000 - \$30,000: Maintenance Asst., Social Worker, Medicaid Caseworker, Medical Office Asst., Processing Asst., Landfill Operator, CATS drivers, 9-1-1 Telecommunicators, and EMT. If just 2% COLA are given again, these workers will take home \$420-580/year or <\$48/month. Meanwhile the highest paid, like the Manager, will receive \$1,840 raise or \$153/month. Who are you helping most and is this your intent?

The Manager mentioned 7% increase to match inflation rate. He would receive one of the largest raises, close to \$7,000 (\$583/month) while the poorest workers will receive \$1,750 (\$145/month). Based on his past recommendations, the outcome which he profits most, as well as inclusive of a raise for Commissioners, will be promoted.

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Even if you have funding this year, it will be a recurring cost in subsequent years, just like the previous \$176,852 continues to be included in the budget. Insanity has been defined as doing the same thing over and over and expecting different results.

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Maintenance Assistant I	\$25,000
Social Worker III	\$30,000
Caseworker II Medicaid Prog.	\$29,000
Medical Office Asst.	\$25,000
Processing Asst. IV	\$27,000
Landfill Operator	\$27,000
Community Social Services Asst.	\$25,000
CATS Driver – PT	equiv. \$21,000
EMT Basic – PT	equiv. \$28,000
Telecommunicator 9-1-1 - PT	equiv. \$21,000
Nutrition Services Asst. PT	equiv. \$24,000

Employees: 2% between \$420 and \$580 (under \$48/month)

Manager: >\$90,000 would receive \$1800 or \$150/month

#### **RECOGNITIONS:**

There were no recognitions.

#### **AGENDA:**

##### **APPROVAL OF AGENDA:**

Chairman McVey said we need to amend the agenda to take off number seven under discussion items. The Board of Elections are not going to be here this morning.

A **motion** was made by Commissioner Jefferies, seconded by Commissioner Hall and **carried unanimously** to approve the agenda as amended. (Commissioners Hall, Jefferies, Owen, Oestreicher, and McVey voted in favor)

##### **APPROVAL OF CONSENT AGENDA:**

- a. February 21, 2022 Special Called Meeting
- b. February 21, 2022 Minutes Regular Meeting Minutes

A **motion** was made by Commissioner Jefferies and seconded by Commissioner Hall and **carried unanimously** to approve the consent agenda. (Commissioners Hall, Jefferies, Owen, Oestreicher, and McVey voted in favor)

❖ Commissioners Carter and Dickerson joined virtually at 9:09 am.

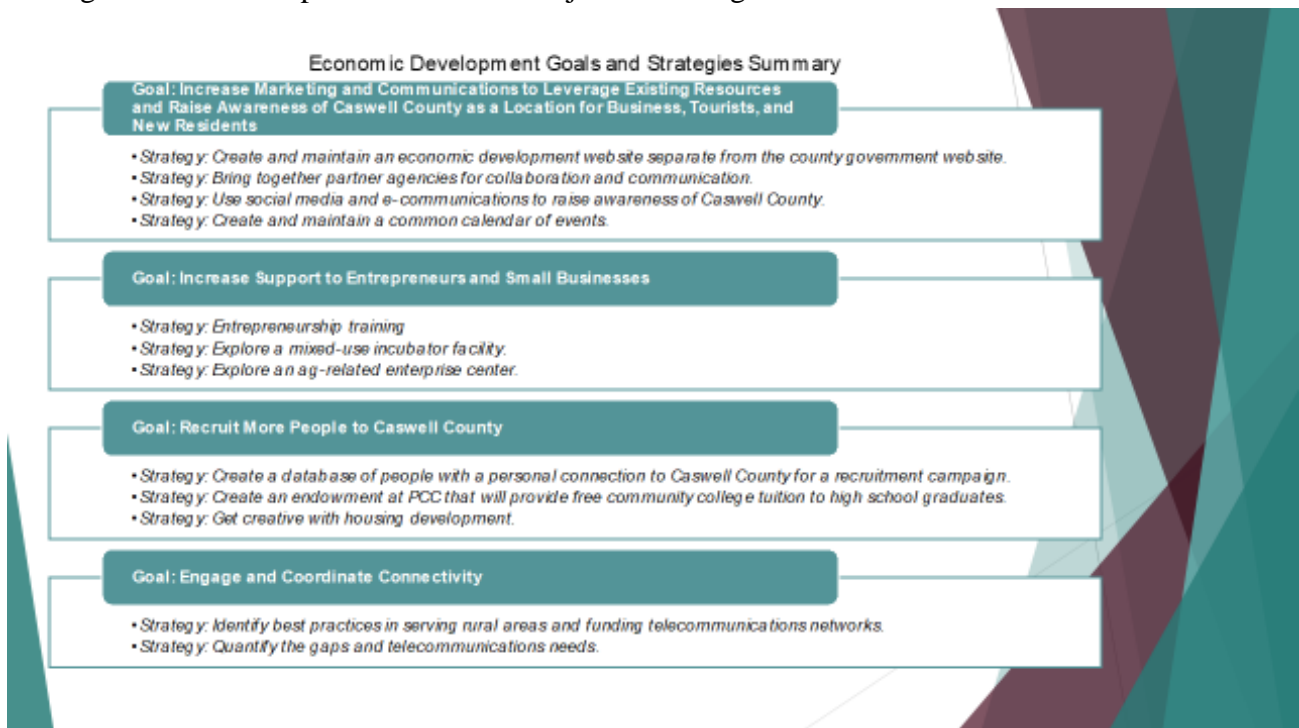
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## DISCUSSION ITEMS:

### ECONOMIC DEVELOPMENT UPDATE:



Cori Lindsay, Economic Developer came to share a slideshow presentation. This is a review of economic development goals and strategies as set forth by the strategic plan, which included community input surveys and small group discussions. I'm going to go through some of these other goals later in the presentation. This is just the four goals.



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**Goal: Increase Marketing and Communications to Leverage Existing Resources and Raise Awareness of Caswell County as a Location for Business, Tourists, and New Residents**

- *Strategy: Create and maintain an economic development website separate from the county government website.*
- *Strategy: Bring together partner agencies for collaboration and communication.*
- *Strategy: Use social media and e-communications to raise awareness of Caswell County.*
- *Strategy: Create and maintain a common calendar of events.*

- ▶ [www.allincaswellinc.com](http://www.allincaswellinc.com)
- ▶ Working with numerous partners and agencies on collaborative projects
  - ▶ Website Project (Chamber, Towns and County)
  - ▶ CEAD (PCC, Extension, Health Collab)
- ▶ Working with same web developer to explore the possibility of a shared calendar (Towns, County, Chamber, etc)

**Goal: Engage and Coordinate Connectivity**

- *Strategy: Identify best practices in serving rural areas and funding telecommunications networks.*
- *Strategy: Quantify the gaps and telecommunications needs.*

- ▶ Closely working with County Manager on the Broadband Infrastructure Programs as they are coming out from the Broadband Infrastructure Office

My office has developed an economic development specific website [www.allincaswellinc.com](http://www.allincaswellinc.com), but we also were integral in getting the Caswell County, as well as the town of Yanceyville, the town of Milton, and the chamber of commerce to receive funding to update all of those websites. That project is mostly done. We are right now still working with the web developer to develop a shared account, but that's a little bit more complicated issue than we thought it would be. But we think we have a clear path to developing that soon. As far as the goal of engaging and coordinating connectivity, I'm working closely with Bryan Miller, our county manager with the broadband infrastructure programs that are coming out from that office. We've just had a phone call with the regional council, and are hoping that they'll be able to help us as we navigate through the RDOF, the Great Grant, as well as the new CAP funding from the state.

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**Goal: Increase Support to Entrepreneurs and Small Businesses**

- Strategy: Entrepreneurship training
- Strategy: Explore a mixed-use incubator facility.
- Strategy: Explore an ag-related enterprise center.

- ▶ **Gear Up for Growth (Econ Dev, PCC's SBC & Chamber)**
  - ▶ Will launch this month
  - ▶ Business Retention Expansion and Access program
  - ▶ Provide individualized business services to our new and existing businesses
- ▶ **CoSquare opened at the end of 2020**
  - ▶ Gaining new members
  - ▶ 40% capacity and exceeding goals for coworking membership
- ▶ **Center for Educational and Agricultural Development**
  - ▶ Education building, Incubator Farm, Food Aggregation, Storage and Distribution for 4P Foods, local PPFCoop, Food Pantries, Health Dept Clinic Site, Emergency Shelter, and Walking Trails
  - ▶ Lead for the County on working on fundraising, operational development and infrastructure with PCC and other partners
  - ▶ Providing key support to Piedmont Progressive Farmers Cooperative as they continue to grow and help local farmers collective market and sell their products

As you can see there are three strategies. We have made progress in all three of these strategies. CoSquare opened at the end of 2020, and we continue to gain new membership. We are at about 40% capacity and have exceeded our goals for co-working memberships. For the agriculture related enterprise center, the CEAD project is underway as well with numerous partners across the county. I'm the lead for the county when working on fundraising, operational development, and infrastructure with PCC and the other partners. As a part of the CEAD project, I'm also providing support to Piedmont Progressive Farmers Cooperative, which is a new farmers cooperative that is collectively marketing, distributing, and selling their products. They will be housed in the CEAD center once that is operational. The one program that is new is at the top of that page, and it's called Gear Up for Growth. The Chamber, myself, and PCC Small Business Center are partnering to do what's called a Business Retention Expansion and Access program, in which we will be doing interviews with local businesses to find out what their challenges and needs are. Then we'll be providing individualized business services to them to hopefully overcome some of those challenges. We're hoping that program will start this month.

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## Other Areas of Impact

- ▶ Providing Support to the Tourism Development Authority
  - ▶ Bylaws, Criteria for Operations, Budgets, Etc
- ▶ Helping to coordinate Trails Clean Up
- ▶ Part of Team exploring new Residential Treatment Facility
- ▶ We are also working on a different set of data points that will be used to measure the long term impact of this type of work in Caswell
  - ▶ Based on a community capitals framework of rural wealth building
  - ▶ Working with the Regional Health Collaborative and DRF on this process
- ▶ Grants Development & Management
  - ▶ 4 State Grants
  - ▶ 5 Regional and Local Grants
  - ▶ Working Closely with PCC on several others for CEAD

I'm working on the Tourism Development Authority, who has met recently and will continue to meet on a monthly basis. I'm providing support to them through bylaws development, operations, and budgeting. They're meeting this week for the second time after they've reorganized. I'm also helping to coordinate trails cleanup. It was recently brought to my attention by a local business that we've had a little bit of negative feedback online about the state of our trails. So we are organizing several county agencies and community organizations to work on that trail cleanup so we can get that back up to where it needs to be. I'm also part of a team that's exploring a new residential treatment facility, that was initiated through a project with the town of Yanceyville and the community college. I am continuing to work on a framework for world wealth building, which will be a data set so that we can more accurately measure the long-term progress in this kind of economic development work, and of course grants development and management has become a larger part of what I'm doing as well. I have been managing four state grants and five regional and local grants with reporting. I'm also still working closely with the community college CEAD project, and that is monthly where we're trying to develop fundraising strategies for that project.

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## Place-based and Asset-based Economic Development

- ▶ Developing projects and infrastructure that will catalyze place-based development
- ▶ It is also in line with our Strategic Plan set forth by input from our community
- ▶ This makes for a better LONG TERM Strategy that creates more equitable impact for community members
- ▶ International Economic Development Council and the Kauffman Foundation both suggest strategies that emphasize, entrepreneurship and small business as being impactful in communities and account for 65% of jobs nationally

So just a little bit about these strategies. Place-based and asset-based economic development is what the strategies are. According to the strategic plan, we are developing projects and infrastructure that will catalyze this type of long-term development. It's all aligned with the strategic plan, and it makes for a better strategy that can more equitably impact our community. The International Economic Development Council and the Kauffman Foundation both suggest these strategies emphasize entrepreneurship and small business as being impactful in communities, and small businesses account for 65% of job growth nationally. That is my report.



Cori Lindsay  
Caswell County Economic Development Director  
[clindsay@caswellcountync.gov](mailto:clindsay@caswellcountync.gov)

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Chairman McVey asked the Commissioners if they had any questions? Commissioner Oestreicher said just going back to the CoSquare and the 40% capacity. I believe you've told us this before, but what is your breakeven point? Cori Lindsay said it's about 40%.

Commissioner Hall said he had a couple of questions. First can you give us a general idea of the types of businesses now in CoSquare? Mrs. Lindsay said it's really varied. So we have a couple technology-based businesses, and we have several people that are working within the health sector from the space. We have a HR professional. There are a couple non-profits also. Then Commissioner Hall asked about the Piedmont Progressive Farmers Cooperative. Tell us a little more about that. Mr. Hall knows that generally speaking the types of crops and the animals or whatever they raise and grow, but what do they plan to sell cooperatively. Mrs. Lindsay said so they are already selling cooperatively eggs. This spring or maybe early summer, they plan to add produce as a part of what they're selling. This is a group of 10 to 12 farmers that have formed a co-op. So this is not the non-profit that existed previously. It's a cooperative, which is a different legal structure. It's a membership organization. So there's a group of farmers that have come together and have pooled resources in order to sell in the Raleigh markets as well as Elon University. I think this is the end client for some of their product as well. Then Commissioner Hall asked about the Gear Up for Growth Business Retention Expansion and Access, and whether it is to be started soon. The Economic Developer said yes, we've had planning meetings about it, and we're putting together a list of the few first businesses we'll be approaching to set up interviews. We're developing the program right now in order to do that. Commissioner Hall asked if we have identified the types of any particular businesses that we want to retain. Mrs. Lindsay responded it's going to be varied as well across sectors. We're doing that purposefully. You said the Tourism Development Authority will meet this week after their second reorganization. So what have they been doing? Cori Lindsay said I am not sure. This is the first I've been a part of what they're doing. Mrs. Lindsay thinks they were inactive for a while during COVID, and they reorganized last month for the first meeting as the current group exists. We'll be addressing bylaws and those type of things at the meeting this week. I can't speak to what they've done over the past couple years. Commissioner Hall said if they haven't confessed the bylaw, they haven't done anything. Then you mentioned a residential treatment facility. Who has explored that? The town and the community college are the lead on that said Mrs. Lindsay. What type of residential treatment facility is it asked Mr. Hall? Mrs. Lindsay replied it is substance abuse I believe.

Commissioner Jefferies said when you're doing your traveling, do you run across anybody that want to come to Caswell County as a business. I noticed Greensboro, Rockingham, and Person Counties are getting all these new businesses. Is there anybody anytime you run across who want to come to Caswell County. Mrs. Lindsay said so generally recruitment has not been a focus of what my job duties have consisted of. When I do come across a business that is interested in locating in Caswell County, that is something I work on. As shown by the Riverside project that we announced last year. I know it feels like these announcements are always coming, but I was

in a meeting last week that talked about last year there were over 30 announcements in the Piedmont-Triad region and actually only one of those was in a tier one county. That was in Rockingham. They have a staff of five management or director-level positions working on this. So I know it seems like these announcements are being made often, but they're mainly in areas that are more well suited to that type of development than Caswell County is.

#### **COMPRREHENSIVE PLAN STEERING COMMITTEE:**

Commissioner Dickerson said I think that the steering committee would be better off dissolved. This task of looking at the comprehensive plan should be left in the hands... Chairman McVey asked if we lost Commissioner Dickerson. Chairman McVey asked Commissioner Dickerson to back up and start again because we lost him. Commissioner Dickerson said let me see if I can find a spot here to stop. Can you all hear me? Chairman McVey said we can hear you right now. Commissioner Dickerson started again by saying, gentlemen I think that this steering committee should be dissolved. We should not proceed forward with trying to staff it with individuals. It should be left in the hands of the planning board. They are better qualified to take care of this. They've been dealing with these issues for a long time. They know all the ins and outs, and to bring in another group of people to start a task that they've already been doing for an extended period of time would be redundant and a waste of everybody's time. I would like to see this committee just cut off now. As I said revert it back to the planning board. Chairman McVey asked if there were any questions or comments.

Commissioner Oestreicher said Mr. Chairman, I'll make one comment. Every member of the initial group, which is not the steering committee but the group of people that are trying to form the committee, is a member of the planning board already. Mr. Dickerson may not be aware of it though. Commissioner Dickerson said gentlemen I'm fully aware of what is going on, and that's the main reason I think that we need to leave this in the hands of the official planning board. To start up another outside committee and for Commissioner Oestreicher to hand pick each person that he wants to serve on it; I think he's got another agenda. He is trying to resurrect zoning again in this county, and this has been a battle that has been fought back and forth. The voters at the polls voted for no zoning to take place and another backdoor attempt at starting it up again is not something we ought to be even thinking about or entertaining as a board.

Chairman McVey said he had a comment that I'm going to make on this, and then it'll be over. It seems that this committee has raised quite a stir. I've had several phone calls from the public and from members of the planning board. The requirement that the comprehensive plan be reviewed each year is the responsibility of the planning board. Commissioner Oestreicher is our liaison to the planning board. Both members of this new committee are also members of the planning board. The committee would ultimately relay any recommendations to the planning board, if the committee is to be formed. I believe the planning board should make a decision, and it may be best if we send the request for review of the comprehensive plan to the planning board and let them decide how to proceed. I would request that we receive regular updates from Commissioner

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Oestreicher on the progress of the review. If there is no progress, then we can step in and make an additional request or requirement.

Commissioner Carter said Mr. Chairman, it's up to the board of commissions to appoint these people on that board. It's our responsibility. In the past we've chosen applications on different boards that come up, so it's up to the commissioners to make appointments to that board.

Commissioner Dickerson Said Commissioner McVey, the statement that you read, could you condense that down. Part of it broke up when I was trying to listen. Are you suggesting that the planning board handled the issue and we do not form this individual committee to do it or what are you saying about that? Chairman McVey said I'm saying that Commissioner Oestreicher is our liaison to the planning board. Both as members of this new committee and also members of the planning board, the committee will ultimately relay any recommendations to the planning board. Commissioner Dickerson said so you are suggesting that we go ahead and form this committee, which is going to be used to push zoning in this county once again. Chairman McVey said they would report to the planning board before it ever come to us. Commissioner Dickerson feels we're opening up a can of worms again for Commissioner Oestreicher to push his zoning agenda. I do not think this committee should be formed. It should be left in the hands of the planning board. Chairman McVey asked if anyone had anything else. If not, what is the pleasure of the board?

A **motion** was made by Commissioner Dickerson, seconded by Commissioner Carter to dissolve this committee, and let the planning board handle the issue. Voting began and Commissioner Dickerson voted yes, Commissioner Hall voted no. Commissioner Jefferies said he didn't know what was said so he can't vote. Commissioner Dickerson said Commissioner Jefferies the issue being voted on is whether or not to dissolve the board that Commissioner Oestreicher wants to form. Commissioner Oestreicher is using this to push zoning again, and we're trying to stop this committee from being formed. So that's what's before you, sir. The voting continued.

A **motion** was made by Commissioner Dickerson, seconded by Commissioner Carter and **carried 4-3** to dissolve this committee and let the planning board handle the issue. (Commissioner Dickerson, Jefferies, Carter and McVey voted for the motion, and Commissioners Hall, Owen and Oestreicher voted against the motion)

### **ACTION ITEMS:**

#### **CASWELL COUNTY EMS DEBT COLLECTIONS PROPOSAL:**

County Manager Miller said commissioners, we have with us today our EMS Director. I'll ask Barry Lynch, EMS Director to talk a little bit about the collections and some proposals he's received.

Barry Lynch said good morning gentlemen. Thank you for allowing me to present this. The way that our billing currently works is we have a third-party billing company that takes care of all of our billing. At roughly the 120-day mark anything that's not collected as a general rule goes into

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what's classified as bad debt. Currently that money is just left there. This year we're looking at roughly \$200,000 that will not be collected in any way, and that's been the same thing over the last eight years. So my proposal to you is for us to hire a third party or a collection agency to do the billing of this bad debt. With the bad debt, the percentages from what they've told me, we can look at 15 to 20% collection of a bad debt, which if you look at it's not a huge sum of money. If they collect five dollars, that's more than we're getting right now. Out of the money that they collect, they get 20% of what's collected on the first letter sent out. They send out two letters, but if they get to the point where there's a third letter sent out, it goes up to 28%. If it's the pleasure of the board, and you decide to take it to the next level by sending it to an attorney to do a garnishment, then it's 35% plus cost of court. I've got three proposals from three local companies, well from the Durham Winston-Salem area, that was in your packet. My suggestion would be Bull City, which is located in Durham. Their collection rate is 20%, 28% and then 35%. I've spoken with this company, and they've been very good to work with in getting all the information that I have requested. When talking to them about their proposal, they understand the fine line which we're standing on from an EMS perspective of doing the collections. They do it in a soft collection manner and not threatening. What I'd like from the board is to have permission to enter into a contract with Bull City to start doing collections for EMS.

The County Manager said Commissioners, the contract would have to come back before the board for approval. So what you're actually authorizing Mr. Lynch to do is continue working with Bull City to develop a contract. Of course that contract would be reviewed by our county attorney, and when everybody is satisfied, it would come back to this board for approval.

Commissioner Jefferies said Mr. Miller didn't we have a contract before with a company and we ran into the same problem. We didn't collect any money. The County Manager said we do have a billing company right now. That billing company bills up to 120 days out. So at that 120-day mark, if we haven't collected it at that point in time, Mr. Lynch is saying it becomes bad debt. No one is trying to collect that bad debt. We have had discussions before about trying to recover the bad debt, but at that point in time we didn't feel our collections company would be able to do that. Chairman McVey asked if there were any more questions.

Commissioner Owen said he can't find it right now, Mr. Lynch but does Person County use this company. Mr. Lynch said yes, Person County uses Bull City also.

Commissioner Hall said Mr. Chairman, I've been on this board for 20 plus years, and every two or three years we talk about bad debt collections. Every two or three years we go out and hire somebody. My position has been and still is to hire an in-house collections agency. What Mr. Lynch has just said to us is that these collection agencies are going to go after the low-hanging fruit. After 120 days they quit. They're not going to do anything. If we start with the first collections, we talk about \$24,000, and that's for them to send out a letter. All they're going to do is send out a letter, and they're going to collect \$24,000 of laying fruit. At the third level, they do one, and they collect \$32,000, but they're not going to do anything else. That's low-hanging fruit. Then if we say let's go after these folks aggressively that's going to be garnishments and other

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things. Now they want 35%. They've already gotten the low hanging fruit, and so at this point we start paying lawyers, attorneys, and everybody else to do a little something for some low-hanging fruit. If we develop an in-house collection agency, we can go from the first letter to garnishments in house, and not pay these agencies to go out and collect the low-hanging fruit. So I've been against this for years, and I'm going to be against it now. Barry Lynch said that's what was presented two years ago in my budget to hire that person in-house, and it was turned down. Commissioner Hall said he understands that, and he's not blaming you, Mr. Lynch. I'm talking about the decisions the board makes. It's not only EMS, but we've got other departments with bad debts. Now if the County Manager or the Finance Officer can tell us what our bad debts were last year. How much do we write off? The County Manager said we'll have to get that number and bring it back to you. Mr. Miller said I know EMS looks at about \$150 to \$175 thousand a year on average. Mr. Lynch said in the past 8 years, it's \$1.7 million. Commissioner Hall said we could have easily established an in-house department with \$1.7 million, and we're still here talking about hiring people just to get the easy stuff. Mr. Hall said I'm just going to say it this way. I would think since we had this on our agenda today that somebody would be able to tell us what the total write-offs are for the county. We don't need to just collect EMS. We need to collect for everybody.

Commissioner Dickerson said I have a question. Along with what Mr. Hall was saying, if he's talking about bringing collections in-house for EMS, I would like to know what the projected ratio of debt that we're talking about we can get. In other words, will that revenue cover the cost of an employee with benefits to do that, or do we need to be looking wider than just EMS. Do we need to be looking at the tax office with the delinquent real estate? Right now the taxes that are delinquent on that, we're paying an outside law firm over \$100,000 a year to do those collections. If we could roll all this into one ball of wax, it may very well be that we could bring in an in-house collection agency or in-house collection person to do it all, and the Caswell County taxpayers will benefit overall because their expenses won't be so high to collect that.

Commissioner McVey said I think that's what Mr. Hall was talking about. Mr. Hall said that's correct. Chairman McVey said it's better to get somebody to collect all of the county's debts. Commissioner Dickerson said forgive me gentlemen I had to travel today, and I can hear part of it and part of it you can't. The acoustics are not good there so if you're not directly on that mic I miss part of what's being said.

Commissioner Owen said he had a question for the county manager. Is it not the case that the attorney that works for our foreclosures or collecting whatever, does he not charge the person themselves for that fee? Does the county actually pay that fee? Mr. Owen said I know we pay it, but he includes that in his billing. The County Manager said that's correct. The payment is made to the member by the county, and we only pay on what's collected. That amount is charged back to the taxpayer. Mr. Owen said he just wanted to clarify that's how it worked. Commissioner Dickerson said well along those lines, there's another interesting avenue that we need to look at if we're trying to save money for the county. Mr. Owen is correct that those fees are charged on top

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of delinquent taxes that are collected by the law firm, but in other counties that business is put out for competitive bids from other law firms. So part of that money that this law firm is charging the county to do that job for us could be reduced, and the savings could be reverted back to the taxpayers in the county instead of it all going into the pocket of one law firm and making them wealthy by collecting the taxes. In other words, check Rockingham County. They put it out for bid, and they got competitive bids. They got as part of their plan that all the fees together are not given just to the law firm, but they had to remit a percentage of that back to the county in order to have the privilege to collect it. I understand that when this contract was awarded to the Daniel law office that there was no competitive bidding process. Mr. Dickerson thinks at the very least if we don't look at bringing it all in house, we need to put this out for bids. Let fairness rule, and not one person get it because of whatever. Mr. Dickerson said he won't even say how that contract was gained, but will say that one person shouldn't get an exclusive right to do that business. We should be looking for the best deal that can save the most money for the taxpayers of Caswell County.

Mr. Lynch said I have one more comment. These companies offer a wider variety of stuff than we can do in-house. It's going to cost the county an increased amount of money to buy the software and stuff to do what these companies can do. They have skip tracing, and they have systems that will look and compare all the insurance companies. It's a lot of things that goes into this that's beyond just sending a letter or making a phone call.

The County Manager said Commissioners we are happy to put together a proposal for the board on what it would cost to put together an in-house collection agency, and bring that back to the board for review. Chairman McVey said that was going to be my recommendation. See if you can put something together and bring that back to us for collections in-house. Mr. Hall said keep in mind you won't know what to put in there. Every five or six months technology changes and everything changes. Now if we had \$1.6 million in the last eight years, then it seems to me we ought to plan on a five-year plan for in-house. We need to look at hiring people that's capable of doing the job, those that know what the job is about, and getting the equipment we need. Then we need to give the program five years to work because for the last 10 or 15 years everything we've done hadn't worked. It's always been short term. It's always been we don't want to hire any more staff. We'll let somebody else hire them, and we gave away \$1.6 million. Mr. Hall said he doesn't know which is worse. Chairman McVey asked the county manager to bring that information back to the board.

#### **HEALTH DEPARTMENT COMMERCIAL SPACE RENTAL AGREEMENT:**

The County Manager said commissioners after several discussions between myself, the health director, and the county attorney you have in front of you today a very condensed version of the lease agreement that our county attorney has put together and provided for us. So at this time I'll ask the county attorney if he has any comments that he would like to give.

March 7, 2022

County Attorney Brian Ferrell said commissioners, as directed we pared down and simplified the 30-some page lease agreement that was before you previously for the Bright Leaf square space for the health department to occupy for clinics. You have about a six-page document in front of you now including the exhibit. This takes a straightforward approach, and calls for the lease of the space at a monthly rental of \$1,850 per month. The term will continue for 36 full months plus the partial month that it takes for the health department to begin occupancy. There's some up fit that needs to be done. So my assumption is it won't be completed and turned over on the first day of a month. So it's 36 full months plus whatever partial month we take possession in. So that's it in a nutshell. I'm happy to answer any questions. Again the intent was to just put together a pretty straightforward simple lease agreement.

Commissioner Oestreicher asked Attorney Ferrell if he knew the owners or who the 3B Development principles are. Attorney Ferrell said I do not know. The health director I believe has been working with the landlord directly on the space and the up fit terms. I do not know who the principles of 3B Development are. I believe they're a Virginia LLC. Commissioner Oestreicher said he thinks it's important to know who these people are. Attorney Ferrell said I have not had any direct contact with the landlord. Chairman McVey asked can Mrs. Eastwood divulge that information. Jennifer Eastwood, Health Director said Shane Brackin is who we have been working with to look at these spaces. Commissioner Oestreicher asks does that person reside in Virginia? Mrs. Eastwood said I don't know, but we contacted him about leasing that space. I have no personal connections with him at all. Commissioner Owen said Mr. Chairman the last I know he was residing in Caswell County. Mr. Brackin grew up here.

Chairman McVey asked if the health department will be able to cover this financially. Mrs. Eastwood said yes. Then Chairman McVey asked what was the pleasure of the board.

A **motion** was made by Commissioner Owen, seconded by Commissioner Carter and **carried unanimously** to approve the lease agreement. (Commissioner Dickerson, Hall, Jefferies, Owen, Oestreicher, Carter and McVey voted in favor)

### **RESOLUTION FOR THE Gunn Memorial Library:**

County Manager Miller said commissioners, we have our library director with us, Rhonda Griffin. She will walk us through the resolution.

Rhonda Griffin said the Gunn Memorial Library was named in the will of Mrs. Mary Snow Hooper. Wells Fargo is the executor of her estate. One of the documents required by Wells Fargo is a resolution naming the person that's authorized to act on behalf of the library. So you have before you the resolution naming me as the library director so that I can turn in this paperwork and act on behalf of the county. Receiving any funds is a six to nine month process, and any funds that we do receive is specifically designated for the purchase of audio books. So we cannot use it for anything other than purchasing audio books, which is a very minimal part of our budget right now. It's just a few hundred dollars. So I'm asking if you would mind to sign the resolution naming me as the person that can act on behalf of the library.

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Commissioner Hall said that wasn't stated in the resolution, so she's answered some of my question. What would we get from the will? You have said probably monies and it is designated for library books. Mrs. Griffin said audio books. Commissioner Hall said nothing else. Mrs. Griffin said no, that's it. That's the only thing that's named in the will. We are one of eight. Her daughter is named and anything that she has could be split into two equal portions. Mrs. Hooper's daughter will receive one portion and the other portion is split between eight different entities. We are one of those entities. Mrs. Griffin does not know how much that amount is. They will not tell us or give us an estimate, but it is designated for audiobooks.

A **motion** was made by Commissioner Hall, seconded by Commissioner Jefferies and **carried unanimously** to approve the resolution. (Commissioner Dickerson, Hall, Jefferies, Owen, Oestreicher, Carter and McVey voted in favor)

### **CASWELL COUNTY PAYROLL CLASSIFICATION STUDY:**

County Manager Miller said commissioners, after the last meeting, I prepared three additional options for you. You'll see the options you have being 90-7 which is 90% of the payroll and a 7% minimum. Next you'll see a 92-6 which is 92% payroll and a 6% minimum, and a 94-5 which is 94% payroll in a 5% minimum. You were also given an updated chart that shows how it would be funded. You can see that the budget reduction, the revenue increase, and the enterprise funds we're taking out of that calculation. Commissioner Owen said Mr. Miller, I do not have that in front of me since I am not there. Could you repeat those again that are not included funding sources? The County Manager said budget reduction, revenue increase, and enterprise funds. Then Mr. Miller said I'm happy to answer any questions you may have.

Commissioner Owen said Mr. Chairman, there again I don't have this information in front of me. So, can you tell me what the cost of each of those options you have given? The County Manager said I'll start with the 94-5, which is \$1,171,435. For the option of 92-6, 92% payroll and 6% minimum is \$1,097,617, and for 90-7 it's \$1,063,960.

Chairman McVey asked if there were any questions for the County Manager. Then Mr. McVey asked the board if they would like to have time to review this more before we go any further with it. Commissioner Hall said to the Chairman, I don't need a whole lot more time. We're talking about spending another million and some dollars. Last week I had to go to the doctor and from last week to yesterday gas went up 40 cents a gallon. From yesterday to this morning when I came into town, gas has gone up again another 20 cents per gallon. We don't know how this war situation is going to work out, and we certainly don't know what other emergencies we may face between now and budget time. Not to mention next year. I'm not ready to even talk about spending a million dollars, however we say we're going to pay for it. Not at this point.

Commissioner Jefferies said I am going to stick to my plan that I presented at the other meeting. I cannot see it. I know we said it will only save us \$80,000 but that's a lot of money to me. That's the plan that I really want so we can bring all these people up from the bottom. Let these people that need it get a raise. That's my comment, and I still stick to it.

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Commissioner Owen said I would disagree with Commissioner Jefferies in this aspect. If we do a classification pay scale, we do not need to punish those employees who have stayed with us for years and have been faithful to their duties. So if we do a pay scale classification study or plan, we need to be very careful about eliminating people, especially those that have been with us as long as they have. Commissioner Jefferies said Mr. Owen I'm not talking about eliminating those who've been with us, I'm talking about those at the bottom that's been here for years making \$25,000 and \$26,000 a year. I'm talking about those people who need to be brought up.

Commissioner Carter said I agree with Commissioner Owen that we don't need to punish the people that's been with us a long time.

Chairman McVey asked if there were any more comments. Then he asked which option the board wanted to go with or if they would like to have time to think about it. Commissioner Dickerson said Commissioner McVey, as you know I'm on a call in and I have not had an opportunity to look at all the information that everyone is seeing now. I would request more time. In the meeting on Friday you assured me that a vote would not be taken on it today, and I was not prepared for a vote today. Chairman McVey said that's fine with me. I think we need more time to digest this a little bit anyway. So if it pleases the board, we'll bring this back up at the next meeting. Hopefully at that time everybody will have had time to go over these three options.

Commissioner Hall said just as a matter of record, I was not informed of the meeting on Friday. When I got these minutes in fact, I had to call to get an agenda for today. I just called yesterday, so I didn't get a chance to read all that. I'm going to get with staff and find out what's going on or if something is wrong with my computer. I haven't received an agenda for an entire month. For the last four meetings, I have received nothing. So something is either wrong with my computer or something is going on with my email. I don't know what it is, but I want that to be on record that I have not received anything for the last four meetings.

Chairman McVey said I recommend at this point that we postpone voting on this until the next meeting. That gives everybody time to go over the three different options and from that point we will proceed on, if that's agreeable with the Board.

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

The County Manager had no updates.

#### **COMMISSIONER COMMENTS:**

**Commissioner Jefferies:** We had talked about Doll Branch Road, and it's still flooding. It's still a bad road. It's about 14 houses over there, but something needs to be done about it. You can't pass on it, and that's a state road I think. I'm going to ask that the County Manager follow up on that. The County Manager said I spoke to a gentleman that lives on Doll Branch Road Saturday. It may have been Friday. He called me to discuss how they can move that process forward. They

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still have two individuals that live on that road that they can't get to sign the right of way. Those folks I think live in West Virginia. Commissioner Jefferies said he thinks they live in Detroit. Mr. Miller said we went over several different options that they have available to them. So Mr. Miller expects him to get back in touch with me soon and let me know which way they want to move forward. Mr. Miller said I've asked him to send both myself and Commissioner Owen an email because Commissioner Owen was so instrumental in getting the last special assessment completed. Commissioner Jefferies said those two ladies are 90 some years old and probably don't even know what's happening. County Manager Miller said that's some of the things that we discussed and why we're having so many problems getting in touch with them and getting the paperwork signed.

#### **ANNOUNCEMENTS AND UPCOMING EVENTS:**

- **March 21, 2022 – Board of Commissioners Meeting at 6:30 pm**

#### **CLOSED SESSION:**

A **motion** was made at 10:08 am by Commissioner Carter and seconded by Commissioner Jefferies. County Attorney Ferrell stated the reason for the closed session. To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body in regard to Case No: 22-CVS-45 Caswell County Sheriff Department vs Felicia A. Richmond, which privilege is hereby acknowledged NCGS 143-318.11(a)(3), to prevent the disclosure of information that is privileged or confidential, which privilege is hereby acknowledged NCGS 143-318.11(a)(1), and to consider the qualifications, competence, performance, character, fitness, condition of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee, which privilege is hereby acknowledged NCGS 143-318.11 (a) (6). The **motion carried unanimously**. (Commissioner Dickerson, Hall, Jefferies, Owen, Oestreicher, Carter, and McVey voted in favor)

A **motion** was made by Commissioner Jefferies, seconded by Commissioner Carter and **carried unanimously** to return to open session at 10:19 am. (Commissioner Dickerson, Hall, Jefferies, Oestreicher, Carter, Owen and McVey voted in favor)

Chairman McVey said we are sitting back in open session and we need a motion on Mr. Miller's proposal. Commissioner Hall asked if Mr. Miller could repeat his proposal please. County Manager Miller said commissioners as outlined in your management recommendation letter as part of the salary study, the management recommendation letter spoke directly about needing additional management staff. So my recommendation is, that as long as it can be done in the initial \$60,000 appropriation that the board set forth, that the board would allow two

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positions to be hired. Those positions are a deputy county manager and an assistant county manager.

Commissioner Hall said so this management recommendation letter, is that from the auditors. County Manager Miller said no, that's from the Salary Study consultants, and that should have been emailed to you. Mr. Miller said he could get Mr. Hall a copy.

Commissioner Jefferies said he thought when we were going to do an Assistant County Manager we were going to get an intern or something like that. He didn't know we were going to get two people. That was his interpretation that we would get an intern that was going into a county manager position.

A **motion** was made by Commissioner Jefferies, seconded by Commissioner Owen and **carried 5-2** to approve the deputy and assistant county manager positions. (Commissioner Hall, Owen, Oestreicher, Carter and McVey voted for the motion and Commissioners Dickerson and Jefferies voted in against the motion)

#### **ADJOURNMENT:**

A **motion** was made at 10:24 am by Commissioner Jefferies and seconded by Commissioner Carter and **carried unanimously** to adjourn the meeting. (Commissioner Dickerson, Hall, Jefferies, Owen, Oestreicher, Carter, and McVey voted in favor)

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Carla R. Smith  
Clerk to the Board

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Rick McVey  
Chairman

March 7, 2022

STATE OF NORTH CAROLINA

LEASE

COUNTY OF DURHAM

THIS LEASE (the "Lease") is made and entered into as of March \_\_, 2022, by and between Three B Development, L.L.C. ("Landlord") and Caswell County, North Carolina for and on behalf of the Caswell County Health Department ("Tenant").

ARTICLE I  
SUMMARY

- 1.01 Premises. The premises shall be a portion of the building (the "Building") known as the Bright Leaf Center (the "Shopping Center") located at 2254 NC Hwy. 86 North, Yanceyville, North Carolina comprising 1,700 square feet (the "Premises"), and is more particularly described as "Area A" on Exhibit A attached hereto and incorporated herein by reference, along with the right and license to use in common with other tenants in the Shopping Center those areas, improvements, and facilities which may from time to time be furnished, operated, or managed by Landlord or by Landlord's designee, and which are designated by Landlord for the common and joint use or benefit by Landlord, the tenants, and the occupants of the Shopping Center and the Building (the "Common Areas"). The Common Areas shall include, but are not limited to, all parking areas, driveways, curbs, gutters, landscaping, sidewalks, walkways, canopies, restrooms, hallways, and other similar facilities provided by Landlord for the benefit of the Shopping Center and the Building.
- 1.02 Term. This term of this Lease shall be from the "Rent Commencement Date" (as defined below) and continuing for 36 full months thereafter.
- 1.03 Rental. The Rent shall be \$1,850.00 per month and shall be payable to Landlord on or before the first of every month. Tenant shall pay Landlord a late fee of \$50.00 if Rent is not paid by the 10th day of the month it is due. Rent for any partial month shall be prorated based on the number of days Tenant occupies the Premises. The first Rent payment shall be paid to Landlord by Tenant on the first day Tenant takes possession of the Premises (the "Rent Commencement Date") after Landlord receives its required permits from federal, state, and local governments and other authorities necessary for the use and occupancy of the Premises for Tenant's use, and after Landlord's completion of the following improvements: adding two (2) 10x10 offices; adding one (1) door in existing opening; adding one (1) small closet over the phone panel; adding new 26oz carpet in the large front area and the two (2) new offices; painting all offices and reception area walls (collectively "Landlord's Work"). The completion of Landlord's Work and the issuance of the permits required under this Section 1.03 are conditions precedent to Tenant's obligations under this Lease. Tenant will memorialize the definitive Rent Commencement Date in a writing to Landlord.
- 1.04 Use Permitted. Tenant agrees that the Premises shall be used only for general office, health clinics, and related uses, and for no other purposes.

1.05 Notices.

Landlord: Three B Development, L.L.C.  
1325 Goodyear Blvd.  
Danville, VA 24541  
434-799-0299

Tenant: Caswell County Health Department  
189 County Park Road  
Yanceyville, NC 27379

ARTICLE II  
GRANT AND TERM

2.01 Premises. Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, reserved and contained, to be paid, kept and performed by Tenant, has leased and rented and by these presents does lease and rent, to Tenant, and Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, that certain property described in Section 1.01 as the "Premises".

2.02 Term. The Term of this Lease shall be for the period(s) provided under Section 1.02 (unless sooner terminated as hereinafter provided).

ARTICLE III  
RENT

3.01 Rental. Tenant agrees to pay to Landlord at the office of Landlord designated in Section 1.05, or at such other place designated by Landlord, the Rent as specified in Section 1.03.

ARTICLE IV  
USE AND CONDUCT OF BUSINESS

4.01 Use of Premises. Tenant shall use the Premises only for the purposes set out in Section 1.04. No hazardous waste, contaminants or other hazardous materials as those terms are defined under all applicable environmental statutes, laws, regulations, rules or ordinances of all Federal, State or local government authorities, have been or will be disposed of by the Tenant, or discharged or in any way released unto the Premises by the Tenant.

4.02 Tenant Responsibilities. Tenant shall be responsible for all utilities, trash service for itself and its customers or clients, changing light bulbs, rental insurance (if it chooses to obtain it), and paying the amount of \$100.00 each for key replacement if it requires Landlord to replace its keys. Provided, however, Landlord shall provide not less than two (2) keys to Tenant upon execution of this Lease. Tenant shall change the HVAC filters in the Premises on a monthly basis.

4.03 Landlord Responsibilities. Landlord shall keep the Shopping Center, Building, and Common Areas in good condition and repair throughout the Term of the Lease, including, but not limited to, the HVAC system, plumbing, wiring, and roof coverings serving the Premises. If: (i) any portion of the Shopping Center, Building, or Premises is damaged by fire, flood, or other casualty during the Term; (ii) utilities are not available to the Premises which Tenant

requires for its use and occupancy thereof; or (iii) any portion of the Shopping Center, Building, or Premises it subject to a condemnation action, then Tenant may terminate this Lease by giving notice to Landlord.

4.04 Laws, Waste, Nuisance. Tenant covenants that it: (a) will comply with all governmental laws, ordinances, regulations, and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authority having jurisdiction over the Premises and obtain and keep current any permits required for the operation of Tenant's business on the Premises and shall save Landlord harmless from penalties, fines, costs, expense or damages resulting from failure to comply with the provisions herein; and (b) will in all respects and at all times fully comply with all environmental health and policy regulations.

## ARTICLE V ASSIGNMENT

5.01 Assignment. Tenant may not sublet the Premises and may not assign, transfer, mortgage, or otherwise encumber this Lease or any interest of Tenant herein, in whole or in part, without the express written consent of Landlord, which such consent shall not be unreasonably withheld, conditioned, or delayed.

## ARTICLE XVII MISCELLANEOUS

6.01 Landlord's Entry. Landlord shall have the right to enter upon the Premises at all reasonable times during the term of this Lease for the purposes of inspection, maintenance, repair and alteration and to show the same to prospective tenants or purchasers after first providing reasonable written notice to Tenant.

6.02 Holding Over. If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term or any option period, if exercised, with Landlord's acquiescence and without any written agreement of the parties, Tenant shall be only a tenant from month to month at a rental rate which is 120% of the rental rate in effect as of the last month of the term of this Lease, and there shall be no renewal of this Lease or exercise of any option by operation of law, and all other terms and provisions of this Lease shall remain in effect.

6.03 Nature and Extent of Agreement. This instrument contains the complete agreement of the parties regarding the terms and conditions of the lease of the Premises, and there are no oral or written conditions, terms, understandings or other agreements pertaining thereto which have not been incorporated herein. This instrument creates only the relationship of Landlord and Tenant between the parties hereto as to the Premises; and nothing herein shall in any way be construed to impose upon either party hereto any obligations or restrictions not herein expressly set forth. The laws of the State of North Carolina shall govern the validity, interpretation, performance and enforcement of this Lease.

6.04 Recording. Tenant shall be permitted to record a memo of lease based on the statutory form.

6.06 Number and Gender. The use herein of a singular term shall include the plural and use of the masculine, feminine or neuter genders shall include all others.

6.07 Time of Essence. Time is of the essence as to all terms and provisions of this agreement.

6.08 Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6.09 Notices. Any notice required to Landlord or Tenant by the terms of this Lease shall be deemed given and received on the date of the mailing of such notice in writing to the Landlord or Tenant, as the case may be, provided such notice is transmitted by certified or registered mail, return receipt requested, postage prepaid, or overnight courier, and addressed to the party due such notice as shown under Section 1.05 hereof, or such other address as either Landlord or Tenant may give in writing to the other for such notices.

6.10 Tenant's Acceptance of Premises. Tenant's taking possession of the Premises pursuant to this Lease after completion of Landlord's Work shall represent Tenant's acceptance of the Premises "as is". Except as may be specifically required of Landlord hereunder, any modification of the Premises required by the Tenant for the use of the Premises other than Landlord's Work shall be at Tenant's sole cost and expense.

6.11 Broker's Commissions. Each party covenants, warrants and represents to the other that there was no broker instrumental in consummating this Lease, and that no conversation or prior negotiations were had by either party with any broker concerning the renting of the Premises. Each party agrees to protect, indemnify, save and hold harmless the other party against and from all liabilities, claims, losses, costs, damages and expenses, including attorney's fees, arising out of or from any claims for any brokerage commissions and/or finder's fees resulting from any conversation or negotiations had by the indemnifying party with any broker or any other person.

6.12 Signage. Tenant signage requires the prior written approval of Landlord. Such signage shall comply with all local ordinances, restrictive covenants, and/or any governmental laws, rules and regulations affecting the Premises. All costs associated with the maintenance, removal and restoration of such signage shall be at Tenant's sole cost and expense.

6.13 Iran Divestment Act Certification. All parties executing this Contract thereby affirm they are not listed on the Final Divestment List created by the State Treasurer pursuant to NCGS 143-6A-4, nor shall they utilize any subcontractor in the performance of the Contract that is identified upon said list.

6.14 Contingent Funding/Non-Appropriations Clause. Notwithstanding anything to the contrary within the Lease, all financial obligations of the Tenant are dependent upon, and subject to, the continuing allocation of funds by the County Board of Commissioners and the County Board of Health for such purpose. The Lease shall automatically terminate if such funds cease to be allocated or available for any reason.

6.15 Security Deposit. Tenant has concurrently with the execution of this Lease, deposited with Landlord the Security Deposit in the amount of \$1,850.00 as security for the full and faithful performance of each and every provision of this Lease to be performed by Tenant. If Tenant defaults with respect to any provisions of this Lease by Tenant to be performed, Landlord may, in addition to any other remedy Landlord may have, use, apply or retain all or any part of the Security Deposit for the payment of any rent or any other sum in default, or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of

Tenant's default or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default.

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal as of the day and year first above written.

LANDLORD:

THREE B DEVELOPMENT, L.L.C., a Virginia limited liability company

By: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ Managing Member

TENANT:

Caswell County, North Carolina

By: \_\_\_\_\_ (SEAL)

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

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

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

\_\_\_\_\_  
Caswell County Finance Officer

\_\_\_\_\_  
Date



Exhibit A

Description of Premises

Attached.



**CASWELL COUNTY LOCAL GOVERNMENT**

**RESOLUTION IDENTIFYING LIBRARY DIRECTOR TO ACT ON BEHALF OF  
COUNTY IN MATTERS PERTAINING TO ESTATE AND TRUST DONATED TO THE  
GUNN MEMORIAL PUBLIC LIBRARY.**

- WHEREAS** The Caswell County Board of Commissioners, directly supervises and hires a County Manager.
- WHEREAS** The County Manager supervises and employs a NC state certified library director in accordance with Administrative Code 07 NCAC 021.0201.
- WHEREAS** The library director established and maintains the consistency with the provisions of Article 14, Chapter 153A of the North Carolina General Statutes.
- WHEREAS** The Caswell County Board of Commissioners, in accordance with G.S. 153A-11, may acquire and hold any property and right of property, real and personal, that may be devised, sold, or in any manner conveyed, dedicated to, or otherwise acquired by the county.
- WHEREAS** The Caswell County Board of Commissioners, in accordance with G.S. 153A-12 delegates the authority to receive donations to the Gunn Memorial Public Library to the library director.

**NOW, THEREFORE, BE IT RESOLVED**, That the Caswell County Board of Commissioners designates Rhonda H. Griffin, Library Director, as the authorized person to act on behalf of Caswell County in matters pertaining to donations from the Mary Snow Hooper Estate and Trust.

This the 7<sup>th</sup> day of March, 2022.

  
Rick McVey, Chairman  
Caswell County Board of Commissioners

Attest:

  
Clerk to the Board