


**Caswell County Board of Commissioners**

144 Court Square, Yanceyville, NC 27379

[www.caswellcountync.gov](http://www.caswellcountync.gov) | ph: 336-694-4193 | fax: 336-694-1228

*Commissioners Tim Yarbrough, Frank Rose, John Claggett, Finch Holt, Greg Ingram, Tony Smith, Brian Totten*
**BOC AGENDA | Work Session Meeting | August 4, 2025, 5:00pm, Historic Courthouse**
**Welcome:**
*(Chairman Yarbrough)*

1. Welcome and call to order
2. Moment of silent prayer
3. Pledge of Allegiance
4. Consent agenda *(single vote/approval)*:
  - A. Meeting agenda
  - B. Open session minutes for 7/21/25
5. Announcements and recognitions
6. Public comments\* *(limited to 3 minutes per speaker)*

**Presentation items:**
*(County Manager Whitaker)*

7. Vaya Health services update presentation *(Cara Dohner)*
8. CCTDA annual report presentation *(Mayor Angela Upchurch)*

**Action items:**
*(County Manager Whitaker)*

9. Enbridge pipeline project (T-15 Reliability Project)—access road and easements
10. Reimbursement resolution—UHF radio equipment, ambulance, ambulance chassis replacement/remount
11. FY25–26 budget amendment #3—ambulance purchase
12. FY25–26 budget amendment #4—telecommunications for non-General Fund departments
13. FY25–26 budget amendment #5—Sheriff's Office (Fund 290)
14. FY25–26 budget amendment #6—Libraries (Fund 150)
15. Animal Protection Society (APS) Animal Control shelter contract

**Discussion items:**
*(County Manager Whitaker)*

16. 2026 Caswell Comprehensive Plan—proposal and contract
17. Flock Safety license-plate-reader cameras (Sheriff's Office contract)
18. Hazard Mitigation Plan and resolution

**Appointments/re-appointments:**
*(County Manager Whitaker)*

19. Library Board—Gina Watlington

**Reports, updates, or comments:**

20. Manager
21. Attorney
22. Commissioners

**Announcements, events, and meetings** *(see the website calendar for the latest info and more detail):*

23. August 5, 5pm–9pm: National Night Out, Parks and Rec facility, 228 County Park Rd.
24. August 7, 14, 21, 28, 4pm–6:30pm: Farmers Market, 158 E. Church St.
25. August 16, 8:30am–noon: Kid's Fishing and Fun Day, Farmer Lake, 3268 Badgett Sisters Pkwy.

26. August 18, 6:30pm: Board of Commissioners meeting, historic courthouse
27. August 19, 2pm: Board of Adjustment meeting (as needed), 215 County Park Rd.
28. August 19, 2:30pm–3:30pm: Back-to-School Bash, 649 Firetower Rd.
29. August 20, 11:30am–1:30pm: Community Lunch, CoSquare
30. August 21, 6pm: joint officials meeting for Caswell, Yanceyville, and Milton, CoSquare
31. August 26, 1pm: Planning Board meeting (as needed), Gunn Memorial Public Library

- 
32. Closed session to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege as provided under NCGS 143-318.11(a)(3)
- 

33. Other business *(if needed)*
  34. Adjournment
- 

\* Speakers: *Please sign in prior to the meeting start and speak from the podium when called. State your name and whether or not you are a Caswell resident. Speak directly to the full Board and be courteous in your language and presentation. Personal attacks will not be tolerated. The Commissioners and Administration will not respond during your comments or during the same meeting. Comments are limited to 3 minutes.*

**Reminders:**

- *BOC meetings: The first meeting of the month is generally a work session beginning at 5:00pm, and the second meeting is the regular monthly meeting beginning at 6:30pm. Each is recorded to Zoom and can be found online at [www.caswellcountync.gov/government](http://www.caswellcountync.gov/government).*
- *Any topic to be considered for a future agenda should be submitted to the Clerk by noon the Tuesday before the BOC meeting with relevant supporting documentation. Any Commissioner may have an item placed on the agenda by a timely request.*
- *Please turn off sounds and alerts on cell phones and other electronic devices during the meeting.*



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*Commissioners Tim Yarbrough, Frank Rose, John Claggett, Finch Holt, Greg Ingram, Tony Smith, Brian Totten*

## BOC MINUTES | Regular Meeting | July 21, 2025, 6:30pm, Historic Courthouse

### MEMBERS PRESENT

Tim Yarbrough, Chair  
 Frank Rose, Vice Chair  
 John Claggett  
 Finch Holt  
 Greg Ingram  
 Tony Smith  
 Brian Totten

### OTHERS PRESENT

Scott Whitaker, County Manager  
 Melissa Williamson, Deputy County Mgr.  
 Russell Johnston, County Attorney

The Board of Commissioners (BOC) for the County of Caswell, North Carolina, met in a regular meeting scheduled on Monday, 7/21/25, at 6:30pm at the historic courthouse in Yanceyville, North Carolina.

**Welcome:** Chairman Yarbrough called the meeting to order. All were invited to pause for a moment of Silent Prayer and to recite the Pledge of Allegiance.

**Consent agenda:** This included the meeting agenda and open session minutes for 7/7/25. A motion was made by Commissioner Smith and seconded by Vice Chair Rose to approve the Consent agenda. The motion carried unanimously.

**Recognitions:** Commissioner Smith congratulated EMS Director Barry Lynch on his retirement.

### **Public comments:**

Chip Atwater: Mr. Atwater expressed his disappointment of the Board's decision regarding the firing range for the Sheriff's Department. He posed several questions that included reference to the proposed gas line at the landfill. He was concerned that it was close to his property and asked if there is a contract with the telephone tower company and if it's still valid. He thought the foliage would affect the decibel level and wanted to know who will monitor it. He asked about violations, who would be using the range. He requested responses to his questions.

Linda Gauldin: Mountain Hill resident. She spoke about having dealt with fires as a result of a landfill being close to her property and felt it is very dangerous. She added that landfills contain a lot of methane. She spoke of the proposed pipeline project and its dangers.

Laura Pichardo: Pelham resident. She lives at the end of the designated pipeline. She spoke of the shooting range and noise and questioned the designated hours and days. She asked who would attend the meeting in Rockingham and how water will be protected since most are on well water.

### **Financial Report:**

Chairman Yarbrough stated that the report was received in the meeting packet. Manager Whitaker asked if there was any other desired information, please let him know.

### **Discussion Items:**

#### **Reimbursement Resolution—UHF radio equipment, ambulance, ambulance chassis replacement/remount:**

Manager Whitaker stated that the information was provided by financial consultants (Davenport). The resolution was prepared with a \$1.2 million estimate for the listed items, and all were accounted for in the budget. Commissioner Claggett questioned whether this was a loan. Manager Whitaker replied that it was not a loan and explained that it was a mechanism to pay the County back—a declaration of intent for projected borrowing in the near future. No action was required at this meeting. Chairman Yarbrough asked commissioners to get with the Manager if there were questions prior to the August meeting.

### **Action Items:**

**Sheriff's Office training facility and firing range—policy and procedure changes:** Manager Whitaker recapped the Board's approval of the MOU and policy and procedure changes at the last meeting when the Board approved a 65-decibel level maximum. Attorney Johnston made changes to the policy as directed. Changes included language that the Sheriff's Office will notify the Manager's Office when they use the training facility. Regarding decibels, the current language reads "Noise levels measured at the nearest occupied dwelling shall not exceed 65 decibels (dB)." The County Ordinance permits 90 decibels and the Board could consider approving a higher limit.

Commissioner Ingram asked how the decibels can be amended from 65 to 75. Attorney Johnston explained that the Board can dictate the terms on county property. A motion was made by Commissioner Ingram to amend the MOU and policy and procedures for the training facility by changing the decibel level from 65 to 75 and seconded by Vice Chair Rose. Commissioner Smith commented that he was more concerned about monitoring the decibel level. Manager Whitaker asked Planning staff if it owned a meter to monitor the decibel level. The Sheriff's Office will use the site approximately two days a month. Manager Whitaker will ask Planning at intervals to monitor noise. Vice Chair Rose clarified that foliage would be put on top of the berm to help with the sound. Commissioner Ingram confirmed that he had been to many ranges with vegetation on top of the berm. The motion carried 5-2.

Ayes: Commissioners Ingram, Rose, Smith, Totten, and Yarbrough

Nays: Commissioners Claggett and Holt

**K&B Consulting economic development contract:** Manager Whitaker introduced Ken Bowman with K&B Consulting as a likely source for the economic development work. He noted that an Economic Development Action plan and implementation steps were included in the packet. The contract was provided and \$50,000 had been budgeted for the contracted position.

Ken Bowman introduced himself. He thanked the Board for allowing him to speak and acknowledged serving on the Pennsylvania County Board of Supervisors. He disclosed that he was the previous Economic Development Director for Pennsylvania County and Warren County NC. He served as previous County Manager in Camden, NC, where he also assumed the duties of the Economic Development Director.

Commissioner Smith didn't feel it was as important to make a certain number of hours per week or month, but to be there when needed to meet with developers. Mr. Bowman stated that he set up the economic development program in Warren County. Mr. Bowman noted that the key factor is making sure the infrastructure is in place to recruit businesses. He would build on programs that have already been started.

Commissioner Totten asked Mr. Bowman about the strategy he would use to attract businesses. Mr. Bowman responded that the County needs a good marketing plan and make sure websites are up to date and easily accessible. There also needs to be a point of contact for potential businesses. Reaching out to COGS for local support will also be critical.

Attorney Johnston made changes to the draft contract based on the discussion at the last meeting. Mr. Bowman assured the Board that they will get regular status updates. Chairman Yarbrough asked Mr. Bowman how he would separate his role in working for Pennsylvania County vs Economic Development for Caswell County. Mr. Bowman assured the Board that integrity is a part of his character and he will not do that. Proprietary information will stay in the County.

A motion was made by Commissioner Smith and seconded by Commissioner Ingram to approve the Economic Development contract with K&B Consulting. The motion carried 5-2.

Ayes: Commissioners Ingram, Rose, Smith, Totten, and Yarbrough

Nays: Commissioners Claggett and Holt

**FY25–26 budget amendment #1—HR Specialist position:** Manager Whitaker stated that the position was intended to be included in the budget, but it was oversight that it was not. The amount of \$50,000 would likely be covered by vacancy savings at the end of the fiscal year. Commissioner Smith asked if it will be advertised once approved. The Manager replied that he would like the budget amendment approved so when the new HR Director starts, she could recruit the HR Specialist.

A motion was made by Vice Chair Rose and seconded by Commissioner Totten to approve Budget Amendment #1. The motion carried unanimously.

**Creation of economic development capital reserve fund (\$100K from Firebird/Cherokee sale):** Manager Whitaker noted that Commissioner Smith suggested moving funds to a new economic development capital reserve fund. The Manager expressed caution initially until he could further research the item. He received positive feedback from Johnna Sharpe. There is approximately \$100,000 from the Firebird/Cherokee land purchase, and the County would commit a portion of the general fund balance toward the new fund. It would still require appropriation and give the Board control. Ms. Sharpe provided a breakdown of components of the fund balance. The process would mean putting money aside with formal action and staff will come back to allocate funds for a specific purpose.

Vice Chair Rose asked what the problem would be with having a line item. Ms. Sharpe responded that it would be designated as part of the fund balance and set up in the accounting system. When it was used, it would be committed for economic development activities.

A motion was made by Commissioner Smith and seconded by Vice Chair Rose to commit \$100,000 of the General Fund fund balance to future economic development with the understanding that any specific appropriation will require Board approval. The motion carried (5-2).

Ayes: Commissioners Ingram, Rose, Smith, Totten, and Yarbrough

Nays: Commissioners Claggett and Holt

**FY25–26 budget amendment #2—Pellam Industrial Park access road construction:** Manager Whitaker noted that the budget amendment is an economic development request. If a budget amendment is over \$10,000, it comes to Board of two occasions for approval. The Board has the right to waive that. The Manager stated that this item is time sensitive, and the designated vendor would like to start work at the end of the month. The Manager described the location of the road access and shared the history of the Cherokee purchase. Some of the general fund monies have come from timber sales on the property for \$26,000+. The access road will be \$25,000–\$26,000. Manager Whitaker asked the Board to consider waiving the rule to move forward on the project.

Planning Director, Jason Watlington, discussed the property and noted it was predominantly rock. Developers requested to move east away from the property line. Commissioners felt it was too much void land to maintain. In November, the Planning Director presented a 60-foot corridor to the Board and informed them that they could move the road in that area and put the PCC sewer easement in that area. Developers will acquire the expense to move power poles. Developers originally wanted 7–8 acres. Once the Planning Director went back to developers and advised them of the Board's decision, they decided to purchase more acreage that included the rock portion. The Manager noted that engineers had shown the access road going through the property back to the lift station. It was decided that was not going to work because parking would be fenced in and the County needs 24/7 access.

Commissioner Claggett asked if using asphalt had ever been discussed. Staff responded that only gravel had been discussed. Pipe has to be purchased. The County will purchase pipes and take them to the site. A good gravel base and crusher-run will be needed for County access. The Manager added that staff would need a budget amendment for using the timber sales or the committed funds the Board approved could be used.

A motion was made by Vice Chair Rose and seconded by Commissioner Ingram to suspend Rule 27 of the Rules and Procedures. The motion carried (5-2).

Ayes: Commissioners Ingram, Rose, Smith, Totten, and Yarbrough

Nays: Commissioners Claggett and Holt

A motion was made by Commissioner Smith and seconded by Commissioner Ingram to approve the FY25–26 Budget Amendment #2 to build an access road to the pump station. The motion carried (5-2).

Ayes: Commissioners Ingram, Rose, Smith, Totten, and Yarbrough

Nays: Commissioners Claggett and Holt

**Formation of new Caswell Safety Committee:** Manager Whitaker explained that this committee is desired as a positive reaction to the Department of Labor and OSHA inspections. He is awaiting the final report. He noted that the Safety Manual is out of date. He shared a slate of proposed employee members that would develop a new safety manual and promote safety training and implement workplace inspections. He proposed that the committee meet monthly during work hours. He would like for the committee to begin in August. There is a mechanism in current Committee policy that certain rules can be waived. The justification for consideration is that the employees have been well vetted by the County. The proposed slate:

1. Clayton Myers (*Sheriff's Office*)
2. Jennifer Eastwood (*Health*)
3. R.D Hayes (*Maintenance*)
4. A.J. Fuqua (*Solid Waste*)
5. Kenneth Everett (*911 Communications*)
6. John Yarbrough (*Emergency Management*)
7. Donnie Powell (*Central Permitting*)
8. Melissa Williamson (*Manager's Office*)

Commissioner Claggett asked if the results of the OSHA visit were available. Manager Whitaker responded that he was awaiting the report and expected it soon, and he would like to have the committee in place prior to the hearing. Vice Chair Rose asked how many times a year safety checks will be performed. The Manager replied that staff is looking at best practices and putting procedures in place. A specific number has not determined yet. Vice Chair Rose would like to include that in the committee work. Commissioner Smith asked if employee training would be expanded. The Manager affirmed. Details of citations were basic to a safety program. This will have to be a priority for the County. The initial focus will be developing a revised Safety Manual.

A motion was made by Commissioner Claggett and seconded by Vice Chair Rose to approve the formation of a new Caswell Safety Committee. The motion carried unanimously.

**County Manager Updates:** Manager Whitaker talked about the pending Comprehensive Plan update. It is budgeted for \$48,000. Work is going on and he will provide an update soon. Tropical Storm update: The County did not declare a State of Emergency, but Governor Stein included Caswell in its declaration. The Emergency Management Director said there was no need for the County to go back and declare since the Governor declared. There was damage to Milton's water system that was not originally discovered. Danville Utilities agreement: The Manager in Danville was not comfortable with recent County changes and it was being relooked at prior to going to Danville's board. The Attorney and Manager are working on it and it would be brought back soon. The Animal Shelter contract has been very challenging, but parties are still working through it. There were too many differences to bring it back to this meeting, but the Manager hopes to have it ready for the 8/4 meeting.

**County Attorney Updates:** County Attorney Johnston had no updates during open session.

**Commissioner Comments:** Commissioner Claggett announced Coffee and Conversations for all Veterans on the fourth Wednesday at the Senior Center at 9:00am.

Commissioner Smith wanted an update on the status of a Golden Leaf applicant. He asked if the audit was on track. Manager Whitaker responded that the audit was still tracking well. There are some components of the 2024 audit that may carry over to the 2025 audit. Chairman Yarbrough read announcements and upcoming events.

**Closed Session:** Vice Chair Rose made a motion, seconded by Commissioner Ingram, to adjourn to 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 under NCGS 143-318.11(a)(3). The motion carried unanimously.

**Adjournment:** Commissioner moved, seconded by Commissioner, to adjourn the meeting. The motion carried unanimously, and the meeting was adjourned at pm.

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Respectfully submitted by Michelle Parker (*external Clerk contracted to prepare minutes on behalf of Caswell*),

\_\_\_\_\_  
K. Scott Whitaker  
Clerk to the Board

\_\_\_\_\_  
Tim Yarbrough  
Board Chair

*( page intentionally blank so all topics start  
on a “front” page if the packet is printed )*





# AGENDA ITEM 9

## COVER SHEET

Caswell County Board of Commissioners

**meeting date:** August 4, 2025

**topic:** Enbridge pipeline project (T-15 Reliability Project)—access road and easements

**attachment(s):**

- proposed map of landfill road
- 7/1 gates quote from Frye Fence & Curbscaping

**fiscal impact:** positive \$102,420

**staff comments or recommendation:** As reported at the 7/7 BOC meeting, Enbridge is working on a pipeline project that includes a segment passing through county-owned property at the landfill site. The company is requesting the following: 1) an extension of the existing right-of-way for the pipeline; 2) a temporary construction access easement; and 3) permission to construct a permanent access road to access the pipeline section running from Foster Road to NC 86 North. Due to access restrictions there, the landfill property is the most viable route.

This road would afford some benefits but would also necessitate two additional gates and improvements and involve some construction inconvenience. Enbridge had proposed a one-time payment for the necessitated improvements and all easements, which involve 2.055 acres for the proposed access road as shown and 2.249 total acres for the temporary construction easements.

Negotiations have yielded an offer of **\$102,420** broken down as \$75,000 for the easements and \$27,420 for the gate improvements (1 main gate extending into the embankment and wooded area + 1 arm gate where our current second gate is located + needed electrical connections). A representative will be on hand to answer any questions. The Manager feels this is a fair offer and recommends acceptance as proposed.

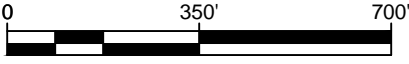
**suggested action or motion:** Suggested motion if the Board is agreeable: *"I move to accept a one-time payment of \$102,420 from Enbridge that will allow the proposed access road and easements at the County's Solid Waste facility, along with the necessary improvements as described, with the understanding that the Manager and Attorney will coordinate and execute all appropriate documentation with Enbridge."*

**notes:**

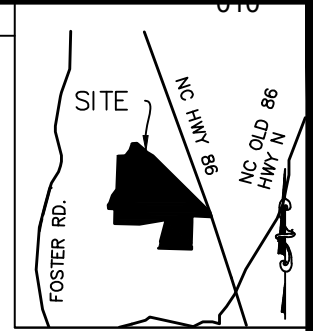
AREA TABLE		
EASEMENT TYPE	ACRES	SQ.FT.
ACCESS ROAD EASEMENT	2.055	89,530
TCE 1	1.948	84,855
TCE 2	0.166	7,248
TCE 3	0.045	1,962
TCE 4	0.045	1,958
TCE 5	0.045	1,947
TCE TOTAL	2.249	97,970

## EXHIBIT A

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

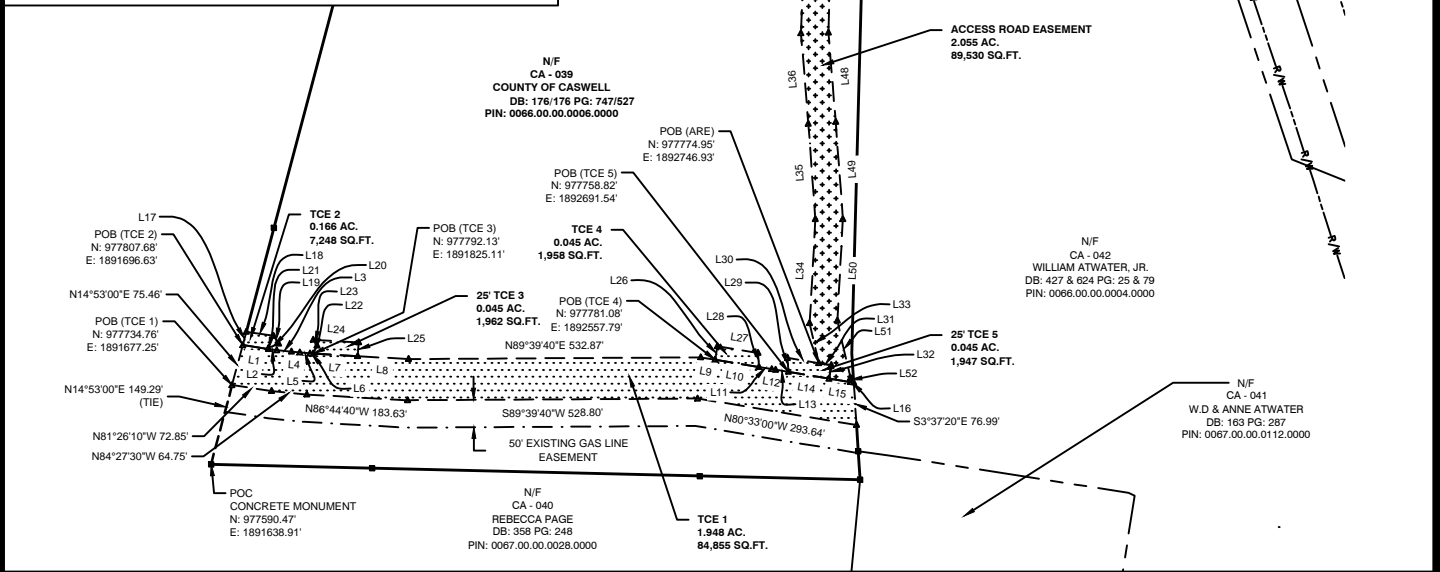


GRAPHIC SCALE



LOCATION MAP  
NOT TO SCALE

Line Table			Line Table			Line Table		
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L1	47.86'	S81° 26' 13"E	L21	1.85'	S09° 14' 33"E	L41	577.10'	N69° 23' 48"E
L2	14.70'	S81° 26' 13"E	L22	16.38'	N26° 33' 40"E	L42	50.00'	S20° 36' 12"E
L3	27.04'	S84° 27' 28"E	L23	12.55'	N34° 14' 03"W	L43	557.26'	S69° 23' 48"W
L4	15.13'	S84° 27' 28"E	L24	82.64'	S86° 44' 40"E	L44	91.37'	S26° 06' 38"W
L5	19.10'	S84° 27' 28"E	L25	25.00'	S03° 15' 20"W	L45	171.38'	S10° 24' 48"E
L6	5.63'	S86° 44' 40"E	L26	25.00'	N09° 28' 41"E	L46	157.40'	S00° 40' 22"E
L7	81.48'	S86° 44' 40"E	L27	75.41'	S80° 33' 04"E	L47	153.41'	S01° 51' 24"W
L8	92.67'	S86° 44' 40"E	L28	25.66'	S03° 36' 30"E	L48	162.96'	S04° 40' 41"E
L9	26.31'	S80° 33' 04"E	L29	25.67'	N03° 42' 01"W	L49	177.77'	S04° 14' 41"E
L10	81.22'	S80° 33' 05"E	L30	57.84'	S80° 33' 04"E	L50	185.61'	S03° 10' 38"W
L11	23.51'	S80° 33' 02"E	L31	22.97'	S80° 33' 04"E	L51	106.64'	S12° 55' 40"E
L12	7.09'	S80° 33' 06"E	L32	25.00'	S09° 26' 55"W	L52	8.17'	S01° 47' 45"E
L13	23.76'	S80° 33' 06"E	L33	74.76'	N12° 55' 40"W			
L14	74.96'	S80° 33' 04"E	L34	189.44'	N03° 10' 38"E			
L15	39.69'	S80° 33' 04"E	L35	174.34'	N04° 14' 41"W			
L16	6.10'	S80° 33' 04"E	L36	165.63'	N04° 40' 41"W			
L17	25.15'	N14° 53' 00"E	L37	155.16'	N01° 51' 24"E			
L18	50.08'	S81° 26' 13"E	L38	152.03'	N00° 40' 22"W			
L19	17.00'	S34° 14' 06"E	L39	183.63'	N10° 24' 48"W			
L20	20.20'	S66° 22' 15"W	L40	127.71'	N26° 06' 38"E			

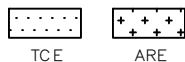


### LEGEND

- CONCRETE MONUMENT FOUND
- ▲ CALCULATED POINT (NOT SET)
- PE PERMANENT EASEMENT
- TCE TEMPORARY CONSTRUCTION EASEMENT
- ARE ACCESS ROAD EASEMENT
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- N/F NOW OR FORMERLY
- AC. ACRES
- SQ.FT. SQUARE FEET

- DB DEED BOOK
- PG PAGE
- PIN PROPERTY IDENTIFICATION NUMBER

- SUBJECT PARCEL
- ADJOINER PARCEL
- - - SUBJECT EASEMENT
- - - EXISTING EASEMENT
- - - TIE LINE
- - - R/W STREET RIGHT OF WAY
- - - MATCH LINE



### NOTES

- SUBJECT AREA SURVEYED AND MAPPED FOR: ENBRIDGE GAS NORTH CAROLINA.
- ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. S.F.
- PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
- SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.



2641-116 Sumner Blvd.  
Raleigh, NC 27616  
Ofc: 919.878.7466  
Email: info@sam.biz  
Firm License #1442

REVISION 3

## ENBRIDGE GAS NORTH CAROLINA EASEMENT EXHIBIT

EASEMENT ACROSS THE LAND OF  
COUNTY OF CASWELL

0 LANDFILL RD.  
YANCEYVILLE, CASWELL COUNTY, NC 27379

DATE: 04/25/2025  
DRAWN BY: LN  
CHECK BY: JL

SCALE: 1" = 350'  
DEED: 176/176  
PAGE: 747/527



PROJECT NAME: T-15 RELIABILITY PROJECT  
ENBRIDGE GAS NORTH CAROLINA

## Q U O T E

Frye Fence & Curbscaping LLC  
 51 Sandy River Rd.  
 Axton, VA 24054  
 (276) 734-1090

**Sales Representative**  
 Thomas Frye  
 (276) 734-1090  
 fryefenceandcurb@yahoo.com



**Caswell County Landfill**  
**162 Landfill Rd.**  
**Yanceyville, NC 27379**

<b>Estimate #</b>	2757
<b>Date</b>	7/1/2025

## Description

Project Location: Caswell County, NC Landfill on Landfill Rd. in Yanceyville

Scope of work: Furnish and install a Galvanized chain link gate and a barrier arm at the above listed address. There will be a gate at the main entrance and a barrier arm for access to the rear of the property.

## Gate at entrance:

There will be a double gate at the main entrance. This double gate will be automated on the left side as facing from the road and manual on the right side. The gates will be 6ft tall galvanized chain link style. The gate post on the left side will be approximately 6ft taller than the right side so a camera can be mounted later by someone else. The gate posts will be set in concrete. The manual gate will lock by using a lockable drop rod that does not require the left gate to be shut. On both sides of the gate there will be galvanized posts driven in the ground approximately 4ft tall with barbwire on them. These portions will run into the brush or wooded area on each side and then stop.

Gate Posts: 4" o.d. ss40, Galvanized

## Entrance Operator:

Install swing gate operator with safety photo eye. Gate will be keypad entry and exit. Keypads will be mounted to gooseneck pedestals. Safety loop will be cut in asphalt. Install 7 day programmable timer and receiver and supply 25 remotes.  
 Extra Remotes - \$25.00

## Barrier Gate:

Install barrier gate with 16ft arm and free exit device. Install Programmable Keypad on gooseneck pedestal. This gate will have galvanized posts and a chain or cable to keep vehicles from driving around the gate.

Both gates will require 110 VAC power. All 110 VAC to be provided by others and is NOT included in this quote.

## Materials

## And

## Installation

<b>Sub Total</b>	\$24,420.00
<b>Total</b>	\$24,420.00

Accredited Better Business Bureau rating with A+ rating.  
Class A Residential & Commercial license and Insured.

Estimate prepared by Thomas Frye. This estimate is good for 5 calendar days. Once signed this becomes an agreement that can be cancelled by Frye Fence & Curbscaping LLC only. Estimate is not valid until deposit is received, even if signed. Until deposit is received price may change and possibly require a new Estimate. Frye Fence & Curbscaping LLC is not responsible for private underground utilities. If you have any questions please contact me via phone at 276-734-1090 or by email at fryefenceandcurb@yahoo.com.

Estimate does not include.  
Work outside of that specifically listed  
Staking, surveying, dewatering, sod or any special permits or licenses

Terms: 35% to schedule the job, balance due immediately upon completion of each task when that task is completed. If payment is not made within 15 calendar days after completion a 5% late fee (minimum \$25.00) may be added to the remaining balance. A 2.5% fee will be added every 30 days after the first 15 days to remaining balance. If this is acceptable please sign and pay 35% (non-refundable) deposit to Frye Fence & Curbscaping LLC.

We accept cash, checks and credit cards (cc fee 3.5%).

Warranty: Frye Fence & Curbscaping LLC provides a standard warranty on Fence installations. This warranty covers defects in workmanship for one year after installation, including gate closures and latches. The warranty does NOT cover damage caused by acts of God, weather, incidental damage by humans and pets, and impact or other conditions beyond our control. Warranty will be voided if you make any alterations or structural changes to the fence and/or Frye Fence & Curbscaping LLC Frye Fence & Curbscaping LLC sign is removed from fence. Also note, that customer failure to pay in accordance with terms agreed upon in this signed Estimate/Contract will void all warranty coverage. Frye Fence & Curbscaping LLC also does not cover materials, that will be manufacture specific.



# AGENDA ITEM 10

## COVER SHEET

Caswell County Board of Commissioners

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**meeting date:** August 4, 2025

**topic:** Reimbursement resolution—UHF radio equipment, ambulance, ambulance chassis replacement/remount

**attachment(s):**

- Reimbursement resolution (provided by Davenport and counsel SandsAnderson)

**fiscal impact:** creates a responsible mechanism when future financing is expected; items already accounted for in FY25–26 budget

**staff comments or recommendation:** Davenport is currently advising the County about debt financing and has prepared the attached reimbursement resolution to be considered by the Board. Such resolutions are helpful when there's expected equipment installment financing some months in the future. This one relates to the planned UHF radio equipment, ambulance, and ambulance chassis replacement/remount.

The resolution cites a slightly higher figure than provided (\$1.2M) to account for potentially higher costs than planned for; this is just an estimated maximum. Adopting a reimbursement resolution is not a firm commitment to borrow money, but simply allows the County to reimburse itself from financing proceeds for equipment acquisition costs made paid to closing of the financing.

**suggested action or motion:** (approval as presented)

---

**notes:**

**RESOLUTION OF BOARD OF COMMISSIONERS OF THE COUNTY OF  
CASWELL, NORTH CAROLINA DECLARING ITS INTENTION TO  
REIMBURSE ITSELF FROM THE PROCEEDS OF ONE OR MORE TAX-  
EXEMPT FINANCINGS FOR CERTAIN EXPENDITURES MADE AND/OR TO  
BE MADE IN CONNECTION WITH THE ACQUISITION AND EQUIPPING OF  
A COUNTY CAPITAL IMPROVEMENT PROJECT**

WHEREAS, the County of Caswell, North Carolina (**the “County”**) is a political subdivision of the State of North Carolina; and

WHEREAS, the County has paid beginning no earlier than 60 days prior to the date of adoption of this resolution, and will pay, on and after the date hereof, certain expenditures (**“Expenditures”**) for the design, acquisition and equipping of a County equipment capital improvement project , further described on Exhibit A attached hereto (**the “Project”**); and

WHEREAS, the Board of Commissioners of the County (**the “Board”**) has determined that those moneys previously advanced no earlier than 60 days prior to the date of adoption of this resolution and to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the County for the Expenditures from the proceeds of one or more issues of a tax-exempt financing (**the “Financing”**).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
COMMISSIONERS OF THE COUNTY OF CASWELL, NORTH CAROLINA:**

Section 1. The Board hereby declares the County’s intent to reimburse the County with the proceeds of the Financing for the Expenditures with respect to the Project made on and after 60 days prior to the date of adoption of this resolution. The County reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Financing.

Section 2. Each Expenditure was and will be either (a) of a type properly chargeable to capital account under general federal income tax principles (determined in each case as of the date of the Expenditures), (b) a cost of issuance with respect to the Financing, (c) a nonrecurring item that is not customarily payable from current revenues, or (d) a grant to a party that is not related to or an agent of the County so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the County.

Section 3. The maximum principal amount of the Financing expected to be issued for the Project is \$1,200,000.

Section 4. The County will make a reimbursement allocation, which is a written allocation by the County that evidences the County’s use of proceeds of the Financing to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the Project is placed in service or abandoned, but in no event more than

three years after the date on which the Expenditure is paid. The County recognizes that exceptions are available for certain “preliminary expenditures,” costs of issuance, certain de minimis amounts, expenditures by “small issuers” (based on the year of issuance and not the year of expenditure) and expenditures for construction projects of at least 5 years.

Section 5. This resolution shall take effect immediately upon its passage.

**EXHIBIT A**

The acquisition of vehicles and equipment, described as including UHF Radio Equipment, Ambulances and ambulance chassis replacement/remount.



\* \* \* \* \*

**CERTIFICATE**

The Members of the Board voted as follows on the foregoing Resolution:

**Ayes**

**Nays**

**Absent**

**Abstentions**

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_

The undersigned Clerk of the Board of Commissioners of the County of Caswell, North Carolina hereby certifies that the foregoing constitutes a true and correct extract from the minutes of a meeting of the Board of Commissioners held on \_\_\_\_\_, 2025, and of the whole thereof so far as applicable to the matters referred to in such extract. I hereby further certify that such meeting was a regularly called meeting and that, during the consideration of the foregoing Resolution, a quorum was present.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Clerk, Board of Commissioners of  
County of Caswell, North Carolina

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# AGENDA ITEM 11

## COVER SHEET

Caswell County Board of Commissioners

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**meeting date:** August 4, 2025

**topic:** FY25–26 budget amendment #3—ambulance purchase

**attachment(s):**

- Budget amendment #3
- ambulance invoice

**fiscal impact:** (per the attachment)

**staff comments or recommendation:** The ambulance is expected to arrive on or around 8/11 and payment is expected. The County intends to initially pay for the ambulance with cash from the General Fund. The reimbursement resolution (agenda item 10), if approved, will give the County the flexibility to reimburse this ambulance purchase with a future tax-exempt loan, but does not commit the County to entering into a loan.

In order for the County to enter into a loan to reimburse itself for the ambulance purchase, it will require LGC approval of the loan (there's a \$50,000 threshold) and future Board approval of the loan through an issuance resolution. Recommendation is approval.

**suggested action or motion:** (approval in the amount of \$351,083 as presented)

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**notes:**

## FISCAL YEAR 2026

Board Meeting: August 4, 2025

## BUDGET AMENDMENT NO. 3

*Ambulance Purchase*

**BE IT ORDAINED** by the Caswell County Board of Commissioners that the following amendments are hereby made to the Fiscal Year 2026 General Fund.

**JUSTIFICATION:** In Fiscal Year 2025, the Board authorized the purchase of an ambulance through a letter of intent without appropriating funds at the time. The FY26 budget assumed the ambulance will ultimately be funded through installment financing that must be approved by the NC Local Government Commission. The ambulance is scheduled to arrive on August 11 before the financing has been authorized. The vendor expects payment upon delivery, therefore an appropriation is needed to fund the purchase price. In addition, the Board will need to authorize a Reimbursement Resolution to allow the county to reimburse itself from the proceeds of the financing. The proceeds from the financing will replenish the use of fund balance and will not have an impact on the county's finances.

**FUND- GENERAL FUND (Fund 100)****DEPARTMENT: Emergency Medical Services**

	<i>Org</i>	<i>Object</i>	<b>FY26 Current Budget</b>	<b>Increase (Decrease)</b>	<b>FY25 Amended Budget</b>
<b>REVENUES</b>					
Appropriated Fund Balance	1000000	3900000	\$ 3,263,370.00	\$ 351,083.00	\$ 3,614,453.00
<b>EXPENDITURES</b>					
Capital Outlay-Ambulances	1004370	554100	\$ -	\$ 351,083.00	\$ 351,083.00

**BOARD OF COMMISSIONERS FOR  
THE COUNTY OF CASWELL:**

**ATTEST:**


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**Chair**

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**Clerk to the Board**

---

**Date**

# SPARTAN FIRE

and Emergency Apparatus  
Since 1973

## Invoice

Invoice No.: **NA400894**  
 Invoice Date: **6/24/2025**  
 Customer ID: **1518**

EMS  
 2497 Nazareth Road  
 Wellford, SC, 29385  
 Phone: 866-582-2376

Caswell County EMS 144 Main Street Yanceyville NC 27279		Caswell County EMS 144 Main Street Yanceyville NC 27279	
		Due at Delivery	Brosius, Jessica, jbrosius@spartanfire.com
		FOB Point of Origin	
1	EMS APPARATUS : Ford F450 4x4 Diesel Demers MXP 170 Unit #117565 NOTE: VIN: 1FDUF4HTXSEC11410	1.00	EA 351,083.00 351,083.00

NOTE: VIN: 1FDUF4HTXSEC11410

Melissa A Miller  
 Deputy Finance Director  
 Office 336-931-4552 or Ext 1297  
 Cell 336-266-1164

Sales Total: 351,083.00  
 Freight & : 0.00  
 Tax Total: 0.00  
 Balance 351,083.00

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on a “front” page if the packet is printed )*



# AGENDA ITEM 12

## COVER SHEET

Caswell County Board of Commissioners

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**meeting date:** August 4, 2025

**topic:** FY25–26 budget amendment #4—telecommunications for non-General Fund departments

**attachment(s):**

- Budget amendment #4

**fiscal impact:** (no new money; it's an accounting realignment per the attachment)

**staff comments or recommendation:** Recommendation is approval as presented.

**suggested action or motion:** (approval in the amount of \$42,300 as presented)

---

**notes:**

## FISCAL YEAR 2026

Board Meeting: August 4, 2025

## BUDGET AMENDMENT NO. 4

*Telecommunications for Non-General Fund Departments*

**BE IT ORDAINED** by the Caswell County Board of Commissioners that the following amendments are hereby made to the Fiscal Year 2026 General Fund.

**JUSTIFICATION:** In the FY26 budget, for ease of accounting purposes, all telecommunications charges were moved from department budgets to Information Technology. Public Health and Department of Social Services are able to claim reimbursement from the state for these expenditures, but the charges should be accounted for in those budgets. A budget amendment is needed to move the amounts from the General Fund (Fund 100) to Funds 130 and 140. There is no impact on the budget in total, only realignment for state reimbursement purposes.

**FUNDS- GENERAL FUND (Fund 100); DSS (Fund 130), Public Health (Fund 140)****DEPARTMENT: Multiple**

	<i>Org</i>	<i>Object</i>	<b>FY26 Current Budget</b>	<b>Increase (Decrease)</b>	<b>FY25 Amended Budget</b>
<b>GENERAL FUND</b>					
<b>EXPENDITURES</b>					
Telecommunications	1004210	532100	\$ 180,140.00	\$ (42,300.00)	\$ 137,840.00
Transfer to DSS	1009810	598130	\$ 1,097,084.00	\$ 33,800.00	\$ 1,130,884.00
Transfer to Public Health	1009810	598140	\$ 763,670.00	\$ 8,500.00	\$ 772,170.00
				\$ -	
<b>DSS</b>					
<b>REVENUES</b>					
Transfer from General Fund	1305310	380100	\$ 1,097,084.00	\$ 33,800.00	\$ 1,130,884.00
<b>EXPENDITURES</b>					
Telecommunications	1305310	532100	\$ -	\$ 26,000.00	\$ 26,000.00
<b>PUBLIC HEALTH</b>					
<b>REVENUES</b>					
Transfer from General Fund	1405110	380100	\$ 763,670.00	\$ 8,500.00	\$ 772,170.00
<b>EXPENDITURES</b>					
Telecommunications	1405110	532100	\$ -	\$ 8,500.00	\$ 8,500.00

**BOARD OF COMMISSIONERS FOR  
THE COUNTY OF CASWELL:**

**ATTEST:**



CASWELL COUNTY, NORTH CAROLINA  
FISCAL YEAR 2026

025

Board Meeting: August 4, 2025

BUDGET AMENDMENT NO. 4

*Telecommunications for Non-General Fund Departments*

Chair

Clerk to the Board

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Date

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on a “front” page if the packet is printed )*

**AGENDA ITEM 13****COVER SHEET**Caswell County Board of Commissioners

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**meeting date:** August 4, 2025

**topic:** FY25–26 budget amendment #5—Sheriff's Office (Fund 290)

**attachment(s):**

- Budget amendment #5

**fiscal impact:** (no new money; it's an accounting realignment per the attachment)

**staff comments or recommendation:** Recommendation is approval as presented.

**suggested action or motion:** (approval in the amount of \$149,662 as presented)

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**notes:**

**CASWELL COUNTY, NORTH CAROLINA  
FISCAL YEAR 2026**

028

**Board Meeting: August 4, 2025  
BUDGET AMENDMENT NO. 5  
Sheriff Special Revenue Funds**

**BE IT ORDAINED** by the Caswell County Board of Commissioners that the following amendments are hereby made to the Fiscal Year 2026 General Fund.

**JUSTIFICATION:** The Sheriff's Departments has certain restricted revenue streams maintained in the County's Special Revenue Fund where appropriations are limited to the amount of accumulated funds received. The funds carry forward each year and budget amendments are needed to increase the appropriation for unspent funds as of the prior fiscal year.

The Sheriff's using five different categories, each having there own revenue and expenditure code designation to maintain separate and distinct balances.

---

**FUND- SPECIAL REVENUE FUND (Fund 290)**

**DEPARTMENT: SHERIFF**

	<i>Org</i>	<i>Object</i>	<b>FY26 Current Budget</b>	<b>Increase (Decrease)</b>	<b>FY25 Amended Budget</b>
<b>1. DONATIONS</b>					
Donations Revenue (Fund Balance)	2904312	390000	\$ -	\$ 4,451.00	\$ 4,451.00
Donations Expenditures	2904312	549966	\$ -	\$ 4,451.00	\$ 4,451.00
<b>2. CALENDAR FUND</b>					
Calendar Fund Revenue (Fund Balance)	2904313	390000	\$ -	\$ 2,418.00	\$ 2,418.00
Calendar Fund Expenditures	2904313	546300	\$ -	\$ 2,418.00	\$ 2,418.00
<b>3. ABC PROFIT DISTRIBUTION</b>					
ABC Revenue (Fund Balance)	2904314	390000	\$ -	\$ 37,662.00	\$ 37,662.00
ABC Expenditures - 5% Unrestricted	2904314	546303	\$ -	\$ 15,808.00	\$ 15,808.00
ABC Expenditures - 7% DARE	2904314	546305		\$ 21,854.00	\$ 21,854.00
<b>4. SUBSTANCE TAX</b>					
Substance Tax Revenues (Fund	2904315	390000	\$ -	\$ 2,892.00	\$ 2,892.00
Substance Tax Expenditures	2904315	546302	\$ -	\$ 2,892.00	\$ 2,892.00
<b>5. DEA FUND</b>					
DEA Revenue (Fund Balance)	2904316	390000	\$ -	\$ 102,239.00	\$ 102,239.00
DEA Expenditures	2904316	546301	\$ -	\$ 102,239.00	\$ 102,239.00
<b>TOTAL ALL CATEGORIES REVENUES</b>				<b>\$ 149,662.00</b>	<b>\$ 149,662.00</b>
					\$ -

CASWELL COUNTY, NORTH CAROLINA  
FISCAL YEAR 2026

029

Board Meeting: August 4, 2025  
BUDGET AMENDMENT NO. 5  
*Sheriff Special Revenue Funds*

EXPENDITURES

\$ -

BOARD OF COMMISSIONERS FOR  
THE COUNTY OF CASWELL:

ATTEST:

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Clerk to the Board

\_\_\_\_\_  
Date

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**AGENDA ITEM 14****COVER SHEET**Caswell County Board of Commissioners

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**meeting date:** August 4, 2025

**topic:** FY25–26 budget amendment #6—Libraries (Fund 150)

**attachment(s):**

- Budget amendment #6

**fiscal impact:** (no new money; it's an accounting realignment per the attachment)

**staff comments or recommendation:** Recommendation is approval as presented.

**suggested action or motion:** (approval in the amount of \$27,659.57 as presented)

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**notes:**

**CASWELL COUNTY, NORTH CAROLINA  
FISCAL YEAR 2026**

032

**Board Meeting: August 4, 2025  
BUDGET AMENDMENT NO. 6  
LIBRARY CARRYOVER FUNDS**

**BE IT ORDAINED** by the Caswell County Board of Commissioners that the following amendments are hereby made to the Fiscal Year 2026 General Fund.

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**FUNDS- LIBRARY FUND (FUND 150)**

**DEPARTMENT: LIBRARY**

**ITEM #1 JUSTIFICATION :** The libraries received a restricted donation as part of Mrs. Hooper's will for the purchase of audio books. To date, funds received total \$67,100. Since inception, the libraries have spent \$15,805 dollars. A budget amendment is needed to appropriate a portion of the remaining funds from libraries committed fund balance for FY26 spending

	<i>Org</i>	<i>Object</i>	<b>FY26 Current Budget</b>	<b>Increase (Decrease)</b>	<b>FY25 Amended Budget</b>
<b>GENERAL FUND</b>					
<b>REVENUES</b>					
Committed Fund Balance	1506210	390000	\$ -	\$ 15,000.00	\$ 15,000.00
<b>EXPENDITURES</b>					
Hooper Will Audio Books	1506210	546702	\$ -	\$ 15,000.00	\$ 15,000.00

**ITEM #2 JUSTIFICATION :** The libraries received a grant from the state for non-recurring activities. These funds were received in fiscal year 2023 and 2025. The period of the grant goes through December 2026. As of June 30, 2025, the libraries have funds remaining of \$27,659.57. An appropriation is needed to carryover these funds for use in FY26.

	<i>Org</i>	<i>Object</i>	<b>FY26 Current Budget</b>	<b>Increase (Decrease)</b>	<b>FY25 Amended Budget</b>
<b>GENERAL FUND</b>					
<b>REVENUES</b>					
Committed Fund Balance	1506115	390000	\$ -	\$ 27,659.57	\$ 27,659.57
<b>EXPENDITURES</b>					
Professional Services - Other	1506115	519900		\$ 15,000.00	\$ 15,000.00
Supplies - AV and Library	1506115	523200	\$ -	\$ 12,659.57	\$ 12,659.57
			\$ -	\$ 27,659.57	\$ 27,659.57

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**BOARD OF COMMISSIONERS FOR  
THE COUNTY OF CASWELL:**

**ATTEST:**



CASWELL COUNTY, NORTH CAROLINA  
FISCAL YEAR 2026

033

Board Meeting: August 4, 2025  
BUDGET AMENDMENT NO. 6  
*LIBRARY CARRYOVER FUNDS*

---

Chair

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Clerk to the Board

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Date

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# AGENDA ITEM 15

## COVER SHEET

Caswell County Board of Commissioners

**meeting date:** August 4, 2025

**topic:** Animal Protection Society (APS) Animal Control shelter contract

**attachment(s):**

- draft contract

**fiscal impact:** \$225,000 was budgeted for FY25–26 for this contract and was moved from nonprofit funding to contracted services.

**staff comments or recommendation:** The County has not maintained a contract for animal shelter services but has maintained an on-going relationship with APS. The FY24–25 annual allocation was \$174,125, and APS said that they could not continue providing the same level of service for that allocation. For FY25–26, an allocation \$225,000 was budgeted with the understanding that a contract would be in place for this fiscal year.

APS drafted an agreement and negotiations have been very thorough and resulted in the draft contract attached. There remains one item of disagreement, and it occurs in two places as highlighted. The County proposed wording that “Any veterinarian bill is the sole responsibility of APS and shall not be imposed on the County,” but APS is opposed to this addition in both places. APS’s board is agreeable to the contract as presented with the exception of this one point of disagreement.

Attorney and APS Board member Kim Steffan will be on hand to address questions as will Animal Control Director Dustin Smithy, Attorney Johnston, and Manager Whitaker. The APS Board must also approve the final contract. The Manager recommends approval if agreement can be reached regarding the aforementioned item.

**suggested action or motion:** (none)

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**notes:**

## **CONTRACT BETWEEN CASWELL COUNTY AND ANIMAL PROTECTION SOCIETY OF CASWELL COUNTY, INC. FOR THE PROVISION OF ANIMAL SHELTER SERVICES**

In consideration of the mutual promises herein contained and of other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed by and between Caswell County ("County") and the Animal Protection Society ("APS") of Caswell County, Inc. as follows:

### **SECTION I. RECITALS AND DEFINITIONS**

**1.1** The Animal Protection Society of Caswell County, Inc. ("APS") is a nonprofit corporation dedicated to the welfare, protection, and humane treatment of animals. APS owns and operates an animal shelter at 836 County Home Road, Yanceyville, NC.

**1.2** Section 153A-442 of the General Statutes of the State of North Carolina authorizes Caswell County to establish, equip, operate, and maintain an animal shelter, or to contribute to the support of an animal shelter and appropriate funds for such purposes.

**1.3** "AC" means the Animal Control Department of Caswell County Government. "ACO" means an Animal Control Officer employed by Caswell County. Caswell County is responsible for all animal control services, whereas APS will be responsible for all animal shelter operations.

**1.4** "Shelter" means the animal shelter owned and operated by APS at 836 County Home Road in Yanceyville.

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### **SECTION II: RESPONSIBILITIES OF APS**

**2.1** After an animal is duly admitted to the shelter, APS shall provide proper food, water, general care, vaccinations, veterinary care, transportation for veterinary care, and dispose of such animal in the shelter humanely, sanitarily, and in accordance with applicable federal and state laws and regulations, County ordinances and policies, and its own policies and procedures, with due regard for the health, welfare and safety of members of the public, employees, and animals being cared for. APS shall be responsible for administering legally authorized, humane euthanasia to animals in the possession of the shelter as necessary. Once an animal has been admitted to the shelter, the decision on the disposition of the animal (by adoption, reclamation, foster placement, rescue or similar placement, or euthanasia) shall be solely with APS, subject to except applicable state and county laws, subject to any orders entered by a court of competent jurisdiction, and, subject to cases with Potentially Dangerous Dogs and Dangerous Dogs (PDD/DD), subject to any notices issued by Animal Control or the County Health Department. APS shall bear the cost of providing these services as part of this Agreement. Costs of housing a PDD/DD is the sole responsibility of APS and shall not be imposed on the County.

**2.2** APS shall provide and supervise qualified personnel to staff the shelter.

**2.3** APS shall have the following as their customary hours of being open to the public to allow redemption or adoption of animals impounded at the shelter: Mondays, Tuesdays, Thursdays, and Fridays (Noon to 4 p.m.), and Saturdays (10 a.m.–2 p.m.). APS may open to the public at other reasonable hours by appointment, dependent upon staffing availability. APS may vary the customary schedule on an occasional basis due to circumstances like inclement weather.

**2.4** APS shall shelter impounded stray, unwanted or surrendered animals that are admitted to the shelter humanely and in accordance with the law and this Agreement. APS shall not be required to admit to the shelter any animal brought to the shelter by a member of the public or by an ACO when it does not comport with the requirements of this Agreement.-APS shall not be required to admit to the shelter:

- a. Animals presented by a member of the public who does not reside in Caswell County.
- b. Animals presented by an ACO that are not accompanied by an APS intake form completed fully and accurately by the ACO.
- c. Animals presented by an ACO that are eligible for reclaim upon the satisfaction of certain conditions by the owner, without the ACO describing on APS's intake form the specific conditions that must be satisfied.
- d. Farm or livestock animals larger than a large dog that are presented (by an ACO or by a member of the public); however, APS will use reasonable efforts to suggest farm or livestock rescue organizations to the person presenting the animal.
- e. Any animal presented (by an ACO or by a member of the public) that is severely injured or severely ill (e.g., broken bone, bleeding profusely, amputation injury, crush injury, bullet or stab wound, appears to be in cardiac arrest or severely labored breathing, dehydrated or starved to near death). If an ACO has taken possession of an animal in a condition that the ACO believes is questionable and not clearcut whether the ACO should take the animal directly to a vet or to the shelter, the ACO and the Shelter Manager (or their designee) shall discuss the situation (calling a veterinarian for advice if possible if either of them deems this advisable), and making a joint decision about whether the animal will be admitted to the shelter or taken by AC directly to a veterinarian. **Any veterinarian bill is the sole responsibility of APS and shall not be imposed on the County.** (\*County proposed this statement but APS is opposed. \*)

**2.5** APS shall maintain accurate records on all animals admitted to the shelter, including:

1. Source of admission (e.g. ACO, public surrender)
2. Identification of animal (including species and breed)
3. Status of the animal upon receipt (e.g., stray, abused, surrendered, neglected, abandoned)
4. Date of admission and length of stay
5. Disposition of the animal (e.g. reclamation, adoption, rescue, or euthanasia)
6. Running record of number of animals impounded or sheltered in the shelter.
7. Community where animals were located, to the best of the ACO's knowledge (per ACO entry on APS's intake form).

Such records shall be summarized monthly, with a copy of the summary sent to the County Manager by the 30<sup>th</sup> of the following month.

**2.6** APS shall provide reasonable first aid and veterinary care to admitted animals in accordance with N.C. Department of Agriculture regulations.

**2.7** APS shall make eligible animals available for adoption and reclamation from the shelter, in accordance with applicable County regulations and policies and APS policies, including those respecting spaying and neutering. APS may require individuals adopting or reclaiming animals from the shelter to pay applicable adoption, reclamation and boarding fees as set by APS.

**2.8** APS shall provide a key to its back gate where the ACOs will have access to one open, guillotine-style kennel run that's safely lit for use after hours for the sole purpose of leaving animals that are eligible for admission to the shelter pursuant to this Agreement. APS will provide a box for ACO paperwork, and the ACO will leave the completed APS's intake form there.

**2.9** APS shall sponsor at least one rabies inoculation clinic per year. Animal Control can assist with distribution of a flier, if one is provided.

**2.10** APS shall provide both the County Manager and Animal Control via email within 7 days upon request monthly, quarterly, or year-to-date reports of receipts and disbursements with such detail as to permit evaluation and understanding of use of County funds for county shelter services.

**2.11** At all times during the term of this Agreement, APS shall maintain Commercial General Liability insurance provide insurance coverage to indemnify, save and hold harmless the County against any and all liability up to the amount of one-million dollars (\$1,000,000.00) which might arise or accrue by reason of the action or failure to act of any officer, director, member, agent, employee, representative, volunteer or assignee of APS. Such coverage shall be in the form of a comprehensive general liability insurance policy with a bodily injury limit of \$1,000,000 for each occurrence, and \$2,000,000.00 aggregate, covering the operation of the shelter, and the actions of APS, its officers, directors, members, agents, employees, representatives, volunteers, or assignees in the operation of the shelter. APS shall have the County listed as an additional insured on the policy, so that provide the County will receive written notice from the insurer in advance of any cancellation of the policy. At all times during the term of this Agreement, APS shall also maintain Workers' Compensation insurance with such coverage as is required by North Carolina law. with a certificate of coverage from the insurance provider, a copy of the policy, and written notice at least thirty (30) days in advance of cancellation, which requirement shall be referenced in the cancellation clause of the policy, all to be done within thirty (30) days from the date of execution of this Contract.

**2.12** APS shall abide by all federal and state laws governing worker safety and health and worker compensation insurance provisions.

**2.13** For any animal that is duly admitted to the shelter, APS shall assume sole and exclusive responsibility for injury to any animal suffered while the animal is housed at the shelter or otherwise in the possession of APS.

**2.14** APS shall provide the County with copies of APS procedures and policies governing operation of the shelter no later than thirty (30) days from the date of execution of this Contract and, in the event those procedures and policies change over time, shall provide them to the County in advance of expected compliance with them.

**2.15** APS shall provide access for inspection at all reasonable times to all areas of the shelter and to any associated real or personal property to the County Commissioners, the County Manager and other properly designated County employees, including Health Department employees, and to federal and state officials whose duties require inspection of animal shelters.

**2.16** APS shall provide the County Manager with contact names and telephone numbers of APS workers who may be contacted by the manager or the ACOs after hours in cases of emergency.

**2.17** APS shall allow ACOs access to the hose and cement drain to disinfect their traps with Rescue disinfectant (or any other substitute disinfectant on which APS and ACO may agree in the future and being a disinfectant that meets APS's requirements for its license). APS shall allow ACOs to store the disinfected traps on a shelf designated by APS outside the shelter building.

**2.18** APS shall provide ACOs as needed pet food and cat litter that ACOs can offer to residents facing temporary hardships in being able to keep their pet at home instead of surrendering their pet.

**2.19** With respect to cats, APS will supply ACOs information to share with residents about TNVR and tips to reduce cat problems, when appropriate.

**2.20** APS and the County are committed to working together in good faith to experiment with policies and procedures in addition to or other than residents borrowing AC's traps.

**2.21** ACOs are responsible for unloading animals at the shelter. If an ACO determines that it is

necessary to use a catch pole, APS will respect the decision. ACO will handle the animal on the catch pole as calmly as the animal's behavior permits, not using unnecessary force.

**2.22** Because APS's license has a maximum capacity, it is understood that there will be times when APS must close to intake temporarily, but APS will endeavor to limit the number and length of any temporary closures. When closed to intake, the shelter shall remain open for reclaims, fosters, adoptions, AC will respect when APS finds it necessary to temporarily close the shelter and will not attempt to admit any animal other than one that is in danger of imminent and serious physical harm, or a dog not vaccinated for rabies that has bitten a person or another animal; AC and the Shelter Manager (or the Shelter Manager's designee) shall address these situations constructively and reasonably.

### **SECTION III: THE COUNTY'S RESPONSIBILITIES**

**3.1** The County shall pay APS the annual sum of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) for the services described in this contract. Payments shall be made on a monthly basis in equal installments deposited into APS' checking account no later than the 10<sup>th</sup> of the month.

**3.2** APS has appreciated the past collaboration with the County with storage space and on septic issues. Continuing this collaboration and support is essential to keeping the shelter open and in compliance with applicable state regulations. Specifically, it is critical that the APS shelter facility (being an older building) is maintained sufficiently to meet the minimum requirements of the North Carolina Department of Agriculture Animal Welfare Section and to remain fully functional. To enable this, the County shall undertake the following actions:

- a. The County shall arrange with the Town of Yanceyville to connect the APS shelter to Town sewer no later than December 31, 2025, including installation of all lines, meters, and any other infrastructure or equipment needed for the connection, at no cost to APS.
- b. The following facility deficiencies are required by the North Carolina Department of Agriculture to be remedied ahead of the August 2025 inspection. The County will assist with these needs as follows:
  - 1) The County shall reimburse APS a sum not to exceed \$1,000.00 for delivery and spreading of enough gravel to be a depth of 6" in areas where the animals walk (such reimbursement to be made within 90 days of presentation to the County of documentation of APS's payment for this work); alternatively, if the County has gravel available and is willing and able to deliver and spread it by August 1, 2025, the County may do that instead (as long as those arrangements are made ahead of when APS orders the gravel from a vendor).
  - 2) By August 1, 2025, the County Maintenance Department shall repaint the areas of chipped paint that are in violation of NCDA standards. APS shall provide the paint.
  - 3) APS will contract with a vendor to resurface and reseal the concrete floors where needed per the inspection report. The County shall reimburse APS the sum of \$5,000.00 for this work within 90 days of presentation to the County of documentation of APS's payment for this work.
  - 4) APS will contract with a vendor to install a five-foot high perimeter fence in the area designated by the inspection report. The County shall reimburse APS the sum of \$6,900.00 for this work within 90 days of presentation to the County of documentation of APS's payment for this work.
  - 5) It is noted that APS will be solely responsible for the cost of replacing kennel doors (also required by the inspection report) without contribution from the County.
- c. The County shall allow APS access to the County Maintenance staff to assist with occasional maintenance and repair with plumbing and other infrastructure/facility needs, particularly those where County Maintenance has tools or expertise that APS does not have. The timing of County Maintenance assistance to APS shall be subject to the reasonable availability of Maintenance



staff.

**3.3** The County shall enforce, pursuant to its proper authority, state and local laws, ordinances and regulations pertaining to animal welfare, protection and safety, protection of the public from dangerous or potentially dangerous animals or animals posing a nuisance, and treatment, control, capture, impoundment and disposition of animals.

**3.4** The County shall investigate reports of humans bitten by animals, maintain records of the investigations, report the incidents to the appropriate health authorities, and take any action required under governing state or local rabies control laws, ordinances, or regulations. Ten-day bite quarantines of an animal that is current on its rabies vaccination shall occur at the owner's residence at the ACO's discretion, unless the County Health Director determines in a particular circumstance puts public safety at risk. All other 10-day bite quarantines shall occur at the shelter as part of the basic contract price.

**3.5** In all cases of Potentially Dangerous Dogs or Dangerous Dogs (PDD/DD), criminal cases involving an animal held at the shelter, and any other court case involving an animal held at the shelter, the County shall timely provide APS with all correspondence, motions, orders, pleadings, and notices of hearing. The Animal Control Appellate Board or its designee will send APS a copy of the appeals hearing determination made in PDD/DD cases, and the County Attorney shall forward any court pleadings or motions to APS, provided that it is filed in the public record. AC shall timely provide APS with a copy of any notice given to an animal owner that declares a dog to be potentially dangerous under Section 6-7(d) of Caswell County's Animal Control Ordinance.

**3.6** At admission, AC will provide on the APS Intake Form as detailed a wound description as they have.

**3.7** The County shall have the following responsibilities:

- a. ACOs shall be responsible for picking up and disposing of euthanized animal carcasses once or twice per month as needed at no expense to APS. County staff handling this task will conduct it in a respectful manner and APS staff will assist with loading, as needed.
- b. ACOs will use reasonable efforts within their discretion to reduce shelter intake, e.g., using education and citations rather than impoundment when possible.
- c. An ACO shall not bring to the shelter any animal that is severely injured or severely ill (e.g., broken bone, bleeding profusely, amputation injury, crush injury, bullet or stab wound, appears to be in cardiac arrest or severely labored breathing, dehydrated or starved to near death). If an ACO has taken possession of an animal in a condition that the ACO believes is questionable and not clearcut whether the ACO should take the animal directly to a vet or to the shelter, the ACO and the Shelter Manager (or their designee) shall discuss the situation (calling a veterinarian for advice if possible if either of them deems this advisable), and making a joint decision about whether the animal will be admitted to the shelter or taken by AC directly to a veterinarian. **Any veterinarian bill is the sole responsibility of APS and shall not be imposed on the County.** *(\*County proposed this statement but APS is opposed. \*)*
- d. ACOs will use best reasonable efforts to return stray animals to their owners without impounding them.
- e. ACOs shall scan animals in the field when feasible (some circumstances may prevent scanning) with a microchip scanner purchased by AC. ACOs shall take the initiative to call the registrant whose information is provided by the chip company, and to return the animal home if the owner can be reached in a timely manner (without unduly delaying the ACO in carrying out other duties). If that is not possible, ACOs will bring the animal to the shelter with the registration and call attempt information noted on APS's intake form, so that APS can follow up with the owner or the registrant.



- f. Ordinary surrenders (which means when a resident calls AC wanting to surrender their animal, without the situation involving any complaint of nuisance, cruelty, abuse, or the animal biting a human or another animal) will be admitted to the shelter only on an appointment basis. ACOs shall provide the resident the contact information for APS with instructions to call APS to schedule a time to bring the animal to the shelter. ACOs will have on hand supplies like food and cat litter from APS to help residents facing those hardships keep the animal in their care temporarily until surrender or possibly to help alleviate the need for surrender.
- g. ACOs shall fill out completely and accurately APS's intake form before bringing the animal to the shelter.
- h. ACOs shall follow APS written policies and protocols related to APS's state licensing requirements if APS has provided such policies and protocols to AC in advance of the expected compliance.
- i. For animals eligible for reclaim, the ACO shall record on APS's Intake Form the specific requirements for reclamation. If the requirements include inspecting the owner's property (e.g., fencing, housing), AC shall use their best efforts not to delay inspection, but the inspection shall only be during AC's normal business hours. If the requirements do not require inspecting the owner's property (e.g., needing contact information), APS has discretion (provided the owner has paid all assessed citation fees) to allow reclamation at any time, provided APS obtains the required information from the owner and emails it to AC by the next business day.
- j. ACOs shall be able to store disinfected traps on a shelf designated by APS beside the shelter building. ACOs will disinfect truck compartments and traps with Rescue® disinfectant or similar product, as needed. After bringing animals to the shelter and before the next call, ACOs will disinfect all truck compartments and traps used in transporting those animals. While in the field (between trips to the shelter), ACOs will spray truck compartments and traps down with Rescue disinfectant (or similar product) as much as they can between uses.
- k. ACOs will have access to one kennel or run after hours at the shelter. ACOs will not use the kennel or run to attempt to admit to the shelter any animal that is not eligible for admission under this Agreement. ACOs will leave in the box APS provides the fully completed APS intake form.
- l. Because APS's license has a maximum capacity, it is understood that there will be times when APS must close to intake temporarily, but APS will endeavor to limit the number and length of any temporary closures. When closed to intake, the shelter shall remain open for reclaims, fosters, and adoptions. ACO will respect when APS finds it necessary to temporarily close the shelter and will not attempt to admit any animal other than one that is in danger of imminent and serious physical harm, or a dog not vaccinated for rabies that has bitten a person or another animal; AC and the Shelter Manager (or the Shelter Manager's designee) shall address these situations constructively and reasonably.
- m. In the event APS is subject to any fine or penalty by the North Carolina Department of Agriculture because of any act or omission of an ACO, which act or omission is contrary to the terms of this Agreement, contrary to APS's written policies and procedures, or contrary to the standard of care in the field of animal control, the County shall either pay the fine or penalty, or shall reimburse APS for the fine or penalty within 30 days of written notice to do so.

**3.8** The County and APS will collaborate to identify, implement, and experiment with approaches to community/nuisance/feral cats with the goal of reducing the number of such cats that are admitted to the shelter. AC will make its cat traps available to Caswell County residents to borrow upon the resident signing a trap loan agreement at no charge. The resident will be instructed to deliver the traps and cats to the APS shelter during regular business hours. The traps must be returned in good working condition according to AC determination and inspection. AC has discretion to trap cats in appropriate circumstances, such as when it reasonably appears that the cats are in physical danger if not removed promptly by AC, or when a resident is unable (due to advanced age or significant

disability) to safely use the traps themselves. In addition, APS shall have information available to supply residents on tips to reduce cat problems when appropriate. APS and AC will cooperate to help educate residents, when those opportunities arise, on ways to reduce cat problems, and on the science concerning cat colonies. AC may request APS to consult a cat complainant or community caretaker.

#### **SECTION IV: TERM, RENEWAL OPTIONS, AND TERMINATION PROVISIONS**

**4.1** The term of this contract, unless otherwise altered pursuant to its provisions, shall be from July 1, 2025, through June 30, 2026

**4.2** This Contract may be renewed beyond its term by mutual agreement of the parties, in writing and signed. This Contract may be terminated by either party upon a sixty-day written notice. Notice shall be sent to the parties' respective addresses: County Manager, Caswell County, PO Box 98, Yanceyville, NC 27379; Animal Protection Society of Caswell County, Inc., PO Box 193, Yanceyville, NC 27379.

**4.3** The terms of this Contract are severable, and a determination that one provision of this Contract is invalid or unenforceable shall not affect the validity and enforcement of the remainder.

**4.4** Any amendment to or modification of this Contract must be in writing, signed by both parties, and executed with the same degree of formality as the original Contract itself.

**4.5** Any dispute over the terms or interpretation of this Contract shall be resolved under North Carolina law in the courts of Caswell County, North Carolina.

**4.6** It is understood and agreed by the parties that APS shall perform its duties and responsibilities under this Contract as an independent contractor and not as an agent or servant of the County, and that officers, agents, employees and members of APS shall not be deemed agents or employees of the County for any purpose.

**4.7** Each party shall indemnify the other party and its directors, officers, managers, employees, volunteers, attorneys and agents against and with respect to all claims, damages, actions, liabilities, losses, costs, and expenses (including reasonable attorneys' fees), suffered or incurred as a result of the material breach by the indemnifying party of any term, condition or provisions, including, without limitation, any duty, obligation, representation, warranty, covenant or agreement, set forth in this Agreement.

**4.8** In the event of any conflict between APS and AC that cannot be resolved by discussion between APS and the ACO Supervisor, the County Manager will meet with the parties to help resolve the conflict.

**4.9** All of the terms of the parties' understanding and covenants are merged into this written Agreement and supersede all oral promises or prior written Agreements of the parties.

**4.10** In the event a party's performance is delayed by a force majeure event (defined as a natural disaster, casualty, civil unrest, labor strike, utility outage, act of God, or other similar event that is beyond the control of that party), the time for that party's performance under this Agreement shall be extended for the duration of the force majeure event. However, such extension is conditioned upon that party giving notice of the force majeure event to the other party, and upon that party using all reasonable efforts to minimize the duration, extent, and adverse impact of the delay in performance.

In testimony hereof, the County and APS have caused this instrument to be executed by their duly authorized officers and have caused their seals to be affixed as of the date recited below.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CASWELL COUNTY:**

By: \_\_\_\_\_ date \_\_\_\_\_  
 Chairman, Caswell County Board of Commissioner  
 Tim Yarbrough

Attest: \_\_\_\_\_ date \_\_\_\_\_  
 County Manager and Clerk to the Board  
 K. Scott Whitaker

**ANIMAL PROTECTION SOCIETY OF CASWELL COUNTY, INC.:**

By: \_\_\_\_\_ date \_\_\_\_\_  
 President, APS  
 Janet Dodson

Attest: \_\_\_\_\_ date \_\_\_\_\_  
 Secretary, APS  
 Kim K. Steffan

**Exhibit A****APS of Caswell County Intake Form**(336) 694-4921, [info@apscaswell.org](mailto:info@apscaswell.org)

APS Animal # \_\_\_\_\_

Time In \_\_\_\_\_ Date \_\_\_\_\_ AC # \_\_\_\_\_

Bite Quar \_\_\_\_\_ Date of Bite \_\_\_\_\_

Details of ANY bite wound to person or animal: \_\_\_\_\_

AC Requirements for Reclaim: \_\_\_\_\_

If stray, AC efforts to reach owner: \_\_\_\_\_

Other AC Comments: \_\_\_\_\_

Dog \_\_\_\_\_ Puppy \_\_\_\_\_ Cat \_\_\_\_\_ Kitten \_\_\_\_\_ Stray \_\_\_\_\_ Trapped \_\_\_\_\_ DAS \_\_\_\_\_

Age \_\_\_\_\_ M/F \_\_\_\_\_ S/N \_\_\_\_\_ Date \_\_\_\_\_ Surrender \_\_\_\_\_ Wild \_\_\_\_\_

Chipped? \_\_\_\_\_ Tagged? \_\_\_\_\_

Breed \_\_\_\_\_ Color \_\_\_\_\_ Animal is from \_\_\_\_\_

Collar \_\_\_\_\_ Rabies \_\_\_\_\_ Yanceyville \_\_\_\_\_ APS Emergency \_\_\_\_\_

**Surrender Statement**

I hereby release to APS of Caswell County the animal described above. I agree to its disposition as APS deems advisable. *No animals will be released for laboratory use.* I do \_\_\_\_/do not \_\_\_\_ own the animal. To my knowledge, this animal has not bitten anyone in the past 10 days. If the animal has bitten, that person's name (for rabies investigation) is \_\_\_\_\_.

If not owned, where was animal found? \_\_\_\_\_

PRINT Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Driver's Lic. #: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Reclaim or Adoption**

\_\_\_\_\_ I certify I own the above animal, am **RECLAIMING** it, and will abide by my state and county's leash and tagging laws.

\_\_\_\_\_ Proof has been shown this animal has current rabies inoculation.

\_\_\_\_\_ Owner has been served notice to have this animal inoculated for rabies and return proof to Caswell Co. Animal Control by \_\_\_\_\_.

\_\_\_\_\_ I certify I am **ADOPTING** the above animal and will abide by the adoption contract as well as my state and county's leash and tagging laws.

PRINT Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Driver's Lic. #: \_\_\_\_\_

Signature: \_\_\_\_\_ Email: \_\_\_\_\_

**Dispositions**

Date \_\_\_\_\_ Adopted \_\_\_\_\_ Reclaim/Adopt. Fee \$ \_\_\_\_\_

Receipt # \_\_\_\_\_ Reclaimed \_\_\_\_\_ Other Fee \$ \_\_\_\_\_

Euthanized \_\_\_\_\_ Total \$ \_\_\_\_\_

Other \_\_\_\_\_

Date of S/N: \_\_\_\_\_



# AGENDA ITEM 16

## COVER SHEET

Caswell County Board of Commissioners

**meeting date:** August 4, 2025

**topic:** 2026 Caswell Comprehensive Plan—proposal and contract

**attachment(s):**

- draft proposal from PTRC

**fiscal impact:** \$48,000 was budgeted for FY25–26 for a land use plan and this proposal specifies a \$48,000 not-to-exceed amount.

**staff comments or recommendation:** This proposal from the Piedmont Triad Regional Council (PTRC) Planning Department details assistance to Caswell in updating its 2014 Comprehensive Plan (CP) and revising it to integrate a new Land Use Plan (LUP) section. The update will serve to improve the current Plan's sections 1–5 with revised appendixes and assess existing land development conditions and make recommendations on policy over the next 10 years. The LUP component will be incorporated into a final document called the 2026 Caswell Comprehensive Plan (CCP).

The proposal outlines the proposed work, public engagement, and deliverables of this extensive project, and Planning Director Jason Watlington will be on hand for questions. A “Comp Plan” and LUP are core to professional planning, and having an updated and more robust plan is an integral component of successful economic development.

Per the County’s contracting policy and the dollar amount, Attorney Johnston will need to create a contract (the proposal will be an attached exhibit). A Comp Plan Steering Committee will be key and a slate of members is being assembled for Board consideration at adoption. The item is on the agenda for discussion with anticipated action at the 8/18 meeting.

**suggested action or motion:** (none)

**notes:**



# PIEDMONT TRIAD REGIONAL COUNCIL

1398 CARROLLTON CROSSING DRIVE  
KERNERSVILLE, NC 27284  
(336) 904-0300

MATTHEW L. DOLGE • EXECUTIVE DIRECTOR

July 16, 2025

Mr. Jason Watlington, Planning Director  
Caswell County  
Yanceyville, NC

Dear Jason:

Thank you for the opportunity to submit this proposal from the Piedmont Triad Regional Council (PTRC) planning department to assist Caswell County in updating its 2014 Comprehensive Plan (CP) and revising it to integrate a new Land Use Plan (LUP) section. The update will serve to improve the current Plan's sections 1–5 with revised appendixes and assess existing land development conditions and make recommendations on policy over the next 10 years. The LUP component will be incorporated into a final document—the 2026 Caswell Comprehensive Plan (CCP).

**STAFF** - The PTRC staff assigned to the project will be determined and assigned prior to beginning work.

**SERVICES** - The proposed work products for this CCP update are as follows:

1. Review and update existing conditions to reflect growth since the last CP, including text and map edits to voluntary agriculture districts, economic development, cultural features, any development limitations, land use, and transportation projects.
2. Facilitate public meetings and public input relating to land development plan recommendations and updates.
3. Recommend policies and ordinances in response to recent trends in development, including watershed protection ordinances, subdivision ordinances, housing and commercial development strategies.

The PTRC services would include: a) facilitation of three (3) public meetings and an additional 2 community events or focus groups b) up to six (6) steering committee meetings, c) production of zoning, land use, recreation, natural resource and transportation existing conditions maps, d) future land use maps, e) written updates to demographics and existing conditions and f) updated policy recommendations.

The following components will serve to update the LUP CP in a comprehensive fashion, providing excellent public involvement opportunities, while balancing the development of a framework of facts to accompany public input on values and future desires.



### 1. Collect & Analyze Data

Update demographics and existing condition maps; a) location, b) zoning, c) land use (including voluntary ag. districts overlay), d) transportation and recreation, e) development suitability, (including watershed, steep slopes and soils) f) historic and cultural features. The demographics and existing condition maps will reflect growth and development since the original plan was completed and include other adopted plans.

### 2. Public Involvement & Build Consensus

Public involvement is a critical piece of the plan update and will help to identify community values, while sharing important demographic and existing conditions changes since the last CP. The public will be involved through the following ways:

#### **Steering Committee Meetings**

- Facilitate up to six (6) steering committee meetings to provide input and feedback on existing conditions, public meeting input and proposed recommendations.

#### **Public Meetings**

- Facilitate three (3) public meetings to gather and solicit feedback on updated existing conditions maps and to gather input into recommendations on future land use, utility services, ordinance revisions and policies. Based on feedback and input from the first two public meetings and synthesizing facts, the third public meeting will present findings and recommendations.

Additional outreach may include gathering public input on land use and development priorities at two (2) community events and gatherings or two (2) targeted focus groups to compile community interest and feedback.

### 3. Comprehensive Plan Update Report & Maps

The planning process and final plan will incorporate facts and public input and frame the development of final policy recommendations and the production of map products to reflect these policy recommendations. Additional maps produced will include an updated future land use map including future growth corridors, rural growth and conservation areas, activity centers and historic areas.

### 4. Board of Commissioners Review & Adoption

The finished plan will consist of replacements maps, updates to existing conditions and recommendations on policy and future growth areas as described above. The final draft plan update will be presented to the Caswell County Board of Commissioners for approval.

**BUDGET** – The proposed budget is not to exceed \$48,000 to create the plan as described above.

**INDEMNIFICATION** – PTRC agrees to indemnify and save harmless Caswell County against all claims made for damages that may arise as a result of its work pursuant to this agreement and understands nothing within this agreement creates or establishes

an employer and employee relationship between the parties. Both parties may end this contractual arrangement by providing the other party 30 days written notice.

If the County concurs with the project as described herein and below, please sign this contract letter and return a copy to me for our records. We are prepared to begin work on this project in the Fall of 2025 and look forward to working with you and your staff, in serving the citizens of Caswell County.

Sincerely,



Jesse Day, AICP  
PTRC Planning Director

\_\_\_\_\_  
Mr. Scott Whitaker, County Manager

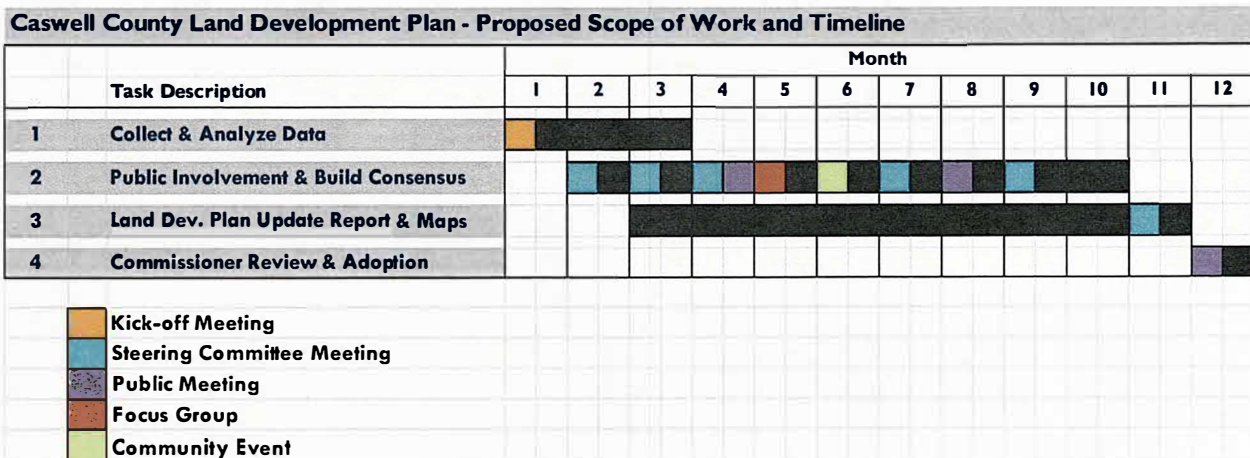
\_\_\_\_\_  
Date

"This instrument has been pre-audited in the manner required by the local government budget and fiscal control act."

\_\_\_\_\_  
Ms. Melissa Miller, Interim Finance Officer

\_\_\_\_\_  
Date

### Proposed Timeline--2026 Caswell Comprehensive Plan







# AGENDA ITEM 17

## COVER SHEET

Caswell County Board of Commissioners

**meeting date:** August 4, 2025

**topic:** Flock Safety license-plate-reader cameras (Sheriff's Office contract)

**attachment(s):**

- proposal

**fiscal impact:** No new money—funds would come from DEA forfeiture money in a separate account.

**staff comments or recommendation:** The proposal involves six license-plate-reader (LPR) cameras that would be installed in strategic areas throughout the county to capture images of plates. Flock Safety is a single/preferred vendor for this line of equipment, and no other vendor provides the national database (Flock is the owner).

This project wasn't allocated in this year's budget but could be covered by either DEA forfeiture funds or a JAG grant. The contract would be \$21,900 in FY25–26 and \$18,000 in FY26–27 for a total of \$39,900, and this full amount is currently available within DEA forfeiture funds. The proposal and follow-up contract would need to be approved by the Board because of the over-\$25,000 amount. The item is on the agenda for discussion with anticipated action at the 8/18 meeting.

**suggested action or motion:** (none)

**notes:**

**Flock Safety + NC - Caswell County SO**

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Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

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MAIN CONTACT:  
Taylor Ellison  
taylor.ellison@flocksafety.com  
7049426362



## EXHIBIT A ORDER FORM

Customer: NC - Caswell County SO  
 Legal Entity Name: NC - Caswell County SO  
 Accounts Payable Email: cyeaman@caswellcountync.gov  
 Address: 144 Court Sq Yanceyville, North Carolina 27379

Initial Term: 24 Months  
 Renewal Term: 24 Months  
 Payment Terms: Net 30  
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.  
 Retention Period: 30 Days

### Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$18,000.00</b>
<b>Flock Safety Platform</b>			
Flock Safety Platform - Essentials	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety LPR, fka Falcon	Included	6	Included

### Professional Services and One Time Purchases

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$650.00	6	\$3,900.00

<b>Subtotal Year 1:</b>	\$21,900.00
<b>Annual Recurring Subtotal:</b>	\$18,000.00
<b>Estimated Tax:</b>	\$2,693.25
<b>Contract Total:</b>	\$39,900.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

*The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.*

**Billing Schedule**

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$21,900.00
Annual Recurring after Year 1	\$18,000.00
Contract Total	\$39,900.00

\*Tax not included

## Product and Services Description

053

Flock Safety Platform Items	Product Description
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

## FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

**By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.**

054

The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Customer: NC - Caswell County SO**

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_



# AGENDA ITEM 18

## COVER SHEET

Caswell County Board of Commissioners


**meeting date:** August 4, 2025

**topic:** Hazard Mitigation Plan and resolution

**attachment(s):**

- Adoption resolution

**fiscal impact:** No funding required.

**staff comments or recommendation:** The link to the Northern Piedmont Regional Hazard Mitigation Plan can be found here:  [June 2025 Draft](#) (for those accessing this document electronically). The document is 1,570 pages and the pdf is easy to navigate with bookmarks and a clickable table of contents. There is information relevant to Caswell, most notably in "Section 7: Capability Assessment" and "Section 9: Mitigation Action Plan." These sections contain information relevant to each specific jurisdiction.

The plan has already been submitted to NCEM and they conducted their review and sent it to FEMA. The existing plan which Caswell is currently covered under does not expire until 9/30/2025, but the goal is to have all participating jurisdictions adopt the attached resolution before then. Adoption is part of the process so that the County will be eligible for federal and state assistance if a state of disaster is declared for a hazard event affecting Caswell. The item is on the agenda for discussion with anticipated action at the 8/18 meeting.

**suggested action or motion:** (none)

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**notes:**

RESOLUTION  
ADOPTING NORTHERN PIEDMONT  
REGIONAL HAZARD MITIGATION PLAN

WHEREAS, the citizens and property within Caswell County are subject to the effects of natural hazards that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the county are particularly vulnerable to drought, extreme heat, hailstorm, hurricane and tropical storm, lightning, thunderstorm wind/high wind, tornado, winter storm and freeze, flood, hazardous material incident, and wildfire; and

WHEREAS, Caswell County desires to seek ways to mitigate the impact of identified hazard risks; and

WHEREAS, the Legislature of the State of North Carolina has in Article 5, Section 160D-501 of Chapter 160D of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina has enacted General Statute Section 166A-19.41 (*State emergency assistance funds*) which provides that for a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act; and

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000, as amended, states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five-year cycle; and

WHEREAS the (local government) has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated the said plan as required under regulations and at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management, and that the plans have been updated in accordance with federal laws including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; the National Dam Safety Program Act, as amended; as required under regulations at 44 CFR Part 201, and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management; and

WHEREAS, it is the intent of the Board of Commissioners of Caswell County to fulfill this obligation in order that the County will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the County;



NOW, THEREFORE, be it resolved that the Board of Commissioners of Caswell County hereby:

- 1. Adopts the Northern Piedmont Regional Hazard Mitigation Plan.
- 2. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Adopted this the \_\_\_\_\_ Day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Tim Yarbrough, Chair  
Caswell County Board of Commissioners

Attest:

\_\_\_\_\_  
K. Scott Whitaker, Clerk  
Caswell County Board of Commissioners

Certified by: \_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_

*( page intentionally blank so all topics start  
on a “front” page if the packet is printed )*



# AGENDA ITEM 19

## COVER SHEET

Caswell County Board of Commissioners

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**meeting date:** August 4, 2025

**topic:** Library Board—Gina Watlington

**attachment(s):**

- Application
- Library Board roster
- Citizen Advisory Board Policy 4-20-20

**fiscal impact:** (n/a)

**staff comments or recommendation:** Please review closely.

**suggested action or motion:** Committee/Board appointments are at the BOC's discretion.

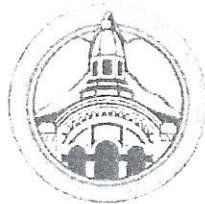
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**notes:**

Clerk's Office Use Only

Rec'd Date \_\_\_\_\_

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



## Caswell County Volunteer Application for Boards and Committees

If you work or live in Caswell County, at least 18 yrs old, and willing to volunteer your time and expertise to your community, you may apply to serve on an advisory board by completing this form online or download it and mail to:

Caswell County Administration

Email: csmith@caswellcountync.gov

Attn: Caria Smith

P.O. Box 98

144 Court Square

Yanceyville, NC 27379

Name: Gina Watlington  
 Home Address: 561 Caswell Pines Clubhouse Drive  
 City: Blanch NC Zip Code: 27212  
 Phone: 336-514-1982 Email: g watlington@hotmail.com  
 Place of Employment: Retired  
 Please list any County Boards you currently serve on: none

Please list the Boards/ Commissions on which you wish to serve. Please indicate your preference by prioritizing your selection: first choice being "A" and so on.

A Gunn Memorial Library B \_\_\_\_\_ C \_\_\_\_\_

Why do you wish to serve on these boards?

I was encouraged to volunteer. Reading is how I spend the majority of my free time so it is important to me for the public library to be well-used.

Please describe background, education, and abilities that qualify you for these boards.

Graduate of Appalachian State University  
Retired from Caswell County Schools

Do you have any personal or business interest that could create a conflict of interest (either real or perceived) if you are appointed to this board? Yes ☐ No ☒ If yes please explain:

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Which Board of Commissioners district do you live in? You can use the map on below to identify your district.

District 1 ☐ District 2 ☒ District 3 ☐ District 4 ☐ District 5 ☐ Not Sure ☐ NA ☐

#### Demographic Information (Optional)

We ask your help in assuring diversity of membership by answering the following questions:

Male ☐ Female ☒

Age Range: 18-34 ☐ 35-59 ☐ 60+ ☒

Ethnic background:

Asian ☐ Black/African American ☐ Hispanic ☐ Native American ☐ White ☒ Other ☐

How did you become aware of these volunteer opportunities? Check all that apply

County Web Page ☐ Newspaper ☐ Radio ☐ Current Volunteer ☒ Other ☐

## **LIBRARY ADVISORY BOARD**

Meets (schedule TBD) of each month at (time TBD)  
Gunn Memorial Library  
Serves 3-year term

Sara Broadwell  
3747 County Home Road  
Blanch, NC 27212

336-459-6313  
sgbroadwell@gmail.com

(unknown expir. date)

Commissioner Tony Smith  
1104 Caswell Pines Clubhouse Dr.  
Blanch, NC 27311

(336) 514-9369  
[tsmith@caswellcountync.gov](mailto:tsmith@caswellcountync.gov)

term ends: 6-30-XX

Cliff Matkins  
37 Clear Springs Circle  
Blanch, NC 27212

336-514-2352  
cmatkins777@gmail.com

term ends: 6-30-28

<b>CASWELL COUNTY POLICIES AND PROCEDURES</b>			Source Document:	
Policy Number:	13	Title:	Caswell County Citizen Advisory Board Policy	
Date of Adoption:	4/20/2020	Date of Last Revision:		Page 1

## Caswell County Citizen Advisory Board Policy

### 1. SCOPE OF POLICY

#### **PURPOSE:**

This document establishes policies and procedures for the Caswell County Board of Commissioners to make appointments to Caswell County citizen boards, committees, commissions, and councils (hereinafter referred to as “Citizen Advisory Boards” (CAB). It also provides operating procedures and clarifies expectations of the Board of Commissioners for all advisory boards. The intent of this policy is to provide consistency in operations, appointments, accountability and reporting.

The Caswell County Board of Commissioners may appoint a citizen advisory board whose purpose is to serve in an advisory capacity to the Board of Commissioners (BOC) concerning a variety of topics.

This policy replaces any previously adopted bylaws for specific advisory boards, unless the bylaws are required by statute.

#### **AUTHORITY:**

The Board of Commissioners may establish rules and regulations in reference to managing the interest and business of the County. For statutory boards and committees, authority may include reference to applicable General Statutes.

The Board of Commissioners has the responsibility to appoint citizens to serve as members of citizen advisory boards that have been established by the BOC.

#### **PERIODIC REVIEW:**

Periodic review of this policy will be part of the Board of Commissioners annual review.

### 2. MEMBERSHIP

#### **QUALIFICATIONS:**

For purposes of consistency, all appointments to citizen advisory boards will be made by the Board of Commissioners. To qualify for an appointment to a citizen advisory board, a person must meet the following requirements:

- a. All applicants must complete a Caswell County application form to serve on advisory board, available on the county website and at our administrative offices. If a deadline is advertised, submitted applications may be considered after the deadline until all vacancies are filled.
- b. All committee members must meet the qualifications if specified by the specific citizen advisory board and/or the statutory requirements for an appointed position.

- c. All committee members must be eighteen (18) years of age or older unless applying under a youth designated position.
- d. All committee members shall be permanent residents, employees of Caswell County government, or maintain a place of business or be an employee of said place of business in Caswell County.
- e. No applicant may currently be a party to nor a legal representative involved in litigation against Caswell County.
- f. Each applicant must be prepared and committed to participating in citizen advisory board work in a manner that enhances relationships between Caswell County and the community.
- g. Citizen advisory board members serve the people of Caswell County. As such, their role includes their commitment for full participation in the citizen advisory board meetings and activities.

#### **EXCEPTIONS:**

The Board of Commissioners may waive requirements, with the exception of statutory requirements.

#### **COMPOSITION:**

- a. The Board of Commissioners shall appoint all voting members to citizen advisory boards, unless specified otherwise by statute. The County will strive to have the voting members reflect the cultural, geographical, and ethnic diversity of the community.
- b. No committees shall have less than five (5) total voting members except as regulated by state statute. However, the advisory board may have additional non-voting ex officio members.

#### **SELECTION & APPOINTMENT:**

- a. All members of citizen advisory boards serve at the pleasure of the Board of Commissioners.
- b. The Board of Commissioners will determine if applicants meet the required qualifications. They may choose to assign an individual or group of individuals to review and recommend candidates for advisory committees.
- c. Appointments to citizen advisory boards will be initiated with the applicant's completion of advisory board application form. As noted above, the Board of Commissioners may designate other groups or individuals to review applications and recommend applicants. Other entities, such as incorporated towns, also may be responsible to making nominations to some committees.
- d. The advisory board chairs should notify the Clerk to the Board's Office and the Chair of the Board of Commissioners when a vacancy has not been filled in a timely manner.

#### **TERMS:**

- a. Each appointed citizen advisory board member shall serve a term of three years and hold office until the qualification and appointment of his or her successor or until one year has elapsed since the expiration of the term for which the citizen was appointed, whichever first occurs. All appointments will be effective July 1 or otherwise defined by the individual boards.
- b. All advisory boards should have staggered terms for its membership. Once staggered terms are implemented, each new voting member shall serve for a three year term.
- c. Citizen advisory board members whose terms are due to expire may request or be asked to accept reappointment to the position.



**ATTENDANCE:**

CAB members are expected to attend meetings on a regular basis. Members should inform the chair of the advisory board as soon as possible when unable to attend an upcoming meeting, preferably at least 48 hours' notice due to quorum considerations. The advisory board should maintain attendance records, including all regular and special meetings. If a committee member has missed 25% or 3 meetings unexcused of the advisory board meetings during a calendar year, the committee chair should make a recommendation to the Chair of the Board of Commissioners on continued service of the member. The member in question will provide an explanation in writing. Based on this information, the Board of Commissioners will make a decision on the member's status.

**RESIGNATIONS:**

- a. A member of a citizen advisory board shall submit his or her resignation in writing, letter or email, to the chair of the advisory board on which he or she serves, noting the effective date of the resignation.
- b. The chair will forward a copy of the resignation to the Clerk to the Board of Commissioners.
- c. The Board of Commissioners shall recognize the individual's service via letter or certificate. The Clerk to the Board will handle this responsibility.

**VACANCIES:**

Upon expiration of the term of service of members or other type of vacancies, including resignations or removal by the Board of Commissioners, BOC shall have the responsibility of selecting and appointing a new member to the committee. The Clerk to the Board will be responsible for initiating public notices of vacancies as soon as possible, preferably before a seat becomes vacated. The urgency of filling vacancies may vary based on the circumstances.

**RELEASE FROM SERVICE:**

- a. When it is deemed necessary to release a member from his or her term of appointment on a citizen advisory board, the affected individual shall be notified by letter.
- b. When a citizen advisory board has completed its function, the members shall be informed of the termination of the citizen advisory board by letter or email from the Board of Commissioners.

**3. ROLES & RESPONSIBILITIES****MEMBERS:**

- a. Members shall attend meetings of the citizen advisory board, serve on subcommittees, and perform other functions as assigned by the citizen advisory board chair. As noted above, for quorum considerations, if a member is unable to attend citizen advisory board meetings, the member shall contact the committee chair as soon as possible and at least forty-eight (48) hours before the scheduled meeting.
- b. Upon review of the above matters, the citizen advisory board shall make recommendations and identify concerns, if any, to the Board of Commissioners in writing.

**GOVERNING BOARD:**

- a. The Board of Commissioners will consider the citizen advisory committee's recommendations or concerns.
- b. Should any concerns remain unresolved after a response has been received, the Board of Commissioners may request that the matter be referred to the County Manager.
- c. To enhance trust between the Caswell County departments and the community, members of the citizen advisory board will:
  - If requested, assist any related Caswell County departments in achieving a greater understanding of the nature and causes of community issues, with an emphasis on improving relations between the department and the citizens.
  - Recommend methods to encourage and develop advisory boards.
  - Work throughout the community to gain relevant information about advisory board issues and communicate these with the Board of Commissioners and employees.

**CHAIR, VICE CHAIR, AND SECRETARY SELECTION AND RESPONSIBILITIES:**

The chair and any other officers of the citizen advisory board will be chosen by the advisory board for a one-year term.

All advisory board chairs and vice chairs shall be appointed members with at least one year remaining of their terms.

The chair and vice chair shall assume office when the board holds its first meeting of the calendar year. At the first citizen advisory board meeting upon assuming office, the chair shall present members with a copy of the citizen advisory board's charge, scope, membership roster and a copy of this policy.

- a. The CAB chair has the following duties as well as any other duties specified by state statute:
  - Calls all meetings.
  - Serves as presiding officer.
  - Serves as a voting member of the advisory board.
  - Assists any assigned county staff in developing the board meeting agenda.
  - Designates and dissolves subcommittees as needed, but the formation of any new subcommittees shall be reported to the County Manager and the Board of Commissioners
  - Appoints subcommittee chairs and members.
  - Works in consultation with any assigned department head or staff liaison
  - Carries out citizen advisory board assignments as required by the Board of Commissioners.
  - Conducts citizen advisory board meetings and presents a report of the proceedings and resulting motions for approval by the advisory board.
- b. The committee vice chair has the following duty:
  - Presides at citizen advisory board meetings in the absence of the chair.
- c. The committee secretary may be a role assigned to one member or rotated among several members. The Secretary has the following duties:

- Takes (or oversees) the taking of minutes for all board meetings.
- Submits minutes to the chair (or designated person) to be distributed to committee members in advance of CAB meetings.
- Assure that other records of the advisory board, including attendance records, are kept as directed by the Board of Commissioners.

Advisory boards may appoint an Executive Committee that includes the chair and vice chair or other designated members, if desired.

#### **ACCOUNTABILITY & REPORTING:**

Each advisory board will establish specific goals, objectives and measures based on the advisory board's mission and direction from the Board of Commissioners. The proposed goals and objectives will be submitted to the Board of Commissioners for review and approval. Progress towards goals and objectives will be reported annually to the Board of Commissioners and County Manager. The goals may include short term and long term steps and measures, but the intent is to identify measure of progress to report each year and/or barriers preventing the accomplishment of goals. The County Manager's Office will provide materials and/or training to assist advisory committees in developing and tracking specific goals, objectives, and measures.

Each advisory board should work with the Clerk to the Board's Office to establish a time on the agenda in July, August, or September of each year to make an annual report to the Board of Commissioners for the prior fiscal year. The presentation itself should not exceed fifteen (15) minutes plus time for questions. A copy of the annual report will be provided to the Board of Commissioners for review at least seven (7) days prior to the meeting where the report will be presented.

All recommendations or reports officially approved by a vote of the board shall be transmitted in writing in a timely manner to the County Manager who will forward to the Board of Commissioners. If there are opposing perspectives to the action or recommendation of the committee, the advisory board should provide a summary of the opposing viewpoints in its report to the Board of Commissioners.

#### **4. MEETINGS:**

In accordance with the North Carolina General Statutes, all meetings are open to the public as required by the Open Meetings Law. (NCGS 143-318.10)

The members of the citizen advisory board shall adopt rules and procedures relating to the operation of the committee, as needed. The citizen advisory board members shall determine the date, time, and place for each meeting as approved by the BOC.

- a. Regular Citizen Advisory Board and Subcommittee Meetings: The citizen advisory board convenes upon call of the chair and meets on a regular basis, at least four times a year. The meetings may be held in specified or various locations with the County. Subcommittee meeting dates will be set by the subcommittee chairs. Advisory boards are encouraged to schedule subcommittees in conjunction with citizen advisory board meetings, with a focus on convenience of members who must attend multiple meetings.
- b. Special Meetings: A majority of citizen advisory board members or the chair may call special meetings at any time for any specific business. Special meetings, such as appeals, are

- convened at a location selected by the chair.
- c. Emergency Meetings: A majority of citizen advisory board members or the chair may call a meeting in emergency circumstances by providing telephone notice to media outlets at least one hour prior to the meeting. An emergency situation includes a disaster that severely impairs the public's health or safety. In the event telephone services are not working, notice that the meeting occurred must be given as soon as possible after the meeting.
  - d. Meeting Notices: Notice of public citizen advisory board meetings and agenda shall be made available to all members and interested parties, and to any person who so requests, at least two calendar days in advance of the meeting by email and by posting on the county website. If a staff liaison is not assigned to the committee, dates of meeting for posting on the calendar should be sent to the Caswell County Webmaster.
  - e. All meetings should include a period of public input. The advisory board can adopt other rules as needed for the input period.
  - f. Agendas:
    - CAB chairs (and/or committee members) should submit agenda items to the designated person at least seven (7) calendar days prior to a scheduled meeting.
    - The agenda must provide a description of each item of business to be transacted or discussed so that interested members of the public will be capable of understanding the nature of each agenda item. As a general rule, only those items appearing on the agenda will be discussed or voted on. However, if an item is raised by a member of the public, the citizen advisory committee may accept testimony and discuss the item so long as no action is taken until a subsequent meeting. With the chair's agreement, any designated staff liaison will develop and distribute to each member an agenda listing the matters to be considered at upcoming citizen advisory board meetings. Also, so far as practical, copies of all written reports that are to be presented to the citizen advisory board for members' review will be included in this package at least five (5) calendar days before the meeting.
    - All meeting agendas should be posted on the county website and sent out as e-notice at least two (2) days in advance. If no staff liaison is assigned, the committee chair should send the agenda to the Caswell County Webmaster at least two (2) days prior to the meeting.
  - g. Minutes: The advisory board's secretary or other designated person will take minutes of all citizen advisory board meetings and approved by a vote of committee members. Once minutes are approved by the advisory committee, they should be posted on the Caswell County website on the committee's web page. If no assigned staff liaison is designated to handle this duty, approved minutes should be sent to the Caswell County Webmaster for posting within two (2) weeks of approval.
  - h. All recommendations and reports of the citizen advisory board, approved in the form of motions, shall be conveyed in writing exclusively to the Board of Commissioners for action. The chair should work with the County Manager to schedule a time on an upcoming Board of Commissioners meeting for the presentation of the recommendations or reports. Approved motions are forwarded to the Board of Commissioners for consideration, approval, or denial. Outcomes are reported back to the citizen advisory committee.

## **5. SUBCOMMITTEES:**

Subcommittees may be formed by the citizen advisory board to research and make recommendations on special issues or areas in order to carry out the duties of the citizen advisory board. All subcommittees shall be reviewed on an annual basis by the advisory boards to determine continued need and realignment with the priorities of the citizen advisory board.

- a. Subcommittees are ad hoc and temporary in nature. Approved ad hoc subcommittees must have documented goals, deliverables, and a timeline, and the subcommittee will cease to meet when these are satisfied.

- b. Subcommittees Formation and Operation:

A subcommittee can be formed only by the chair of the advisory committee upon notification of the County Manager and the Board of Commissioners.

Subcommittees shall operate as specified:

- Voting members must be clearly identified.
- A member of the subcommittee shall take responsibility for assigning a note taker and for reporting to the full citizen advisory board the subcommittee's progress toward its stated objectives, including dissenting viewpoints.
- Subcommittees shall operate by majority vote.
- Subcommittees may request a technical representative to be approved by the County Manager and any related Department Heads.
- Subcommittees shall operate openly as defined by state laws and local policies.
- Membership on subcommittees shall be voluntary (unpaid) unless policy dictates otherwise.

## **6. QUORUM:**

A quorum for a meeting of citizen advisory board shall consist of one more than half the voting members, excluding vacant voting positions and members who are disqualified from voting due to a conflict of interest.

## **7. VOTING:**

Decisions are reached by a simple majority vote unless otherwise required by law. All voting will be conducted in open meetings, except when in closed session as defined in the North Carolina Opening Meetings Law. No issues can be voted upon unless a quorum is present. Unless statutes specify otherwise, the following applies:

- a. Only appointed members can vote at advisory board meetings. Appointed members shall not delegate their vote to another member.
- b. Board members holding non-voting seats will not vote in any circumstances.
- c. The chair of the advisory board will vote on committee issues except in cases of conflicts of interest.
- d. Voting by proxy is not allowed.
- e. No qualified member shall abstain from voting unless there is a clear conflict of interest. The County Manager shall be consulted if there is any question about potential conflicts.

## **8. AUTHORIZED REPRESENTATIVE**

The chairs of advisory boards are the official representative of the boards during presentations or comments at public events, including meetings or hearings of the Board of Commissioners. The chairs may designate another committee member to fill this role if needed or also may ask the County Manager, staff liaison or a Department Head to do so.

## **9. COMPENSATION & TRAVEL**

Voting members of the citizen advisory committees are not employees of Caswell County. Appointed advisory board members shall receive no compensation or employee benefits for their services. Caswell County does not provide travel expenses without advance approval of the Board of Commissioners.

## **10. LIMITATION OR POWERS**

Committees shall operate within the charge given by the Board of Commissioners and in compliance with state statutes and county ordinances.

Nothing contained in this statement of policy and procedures shall be construed to be in conflict with any state law or Caswell County ordinance. Should there be an appearance of conflict, the appropriate state law or Caswell County ordinance shall prevail.

Neither the citizen advisory board, not any member thereof, shall:

- Incur County expense or obligate the County in any manner.
- Release any written or oral report of any board activity to any individual or body other than the Caswell County Board of Commissioners or the County Manager. Caswell County will issue any press releases related to any reports from the advisory boards, in consultation with the committee chair.
- Independently investigate citizen complaints against a County department or any employee of that department.
- Conduct any activity that might constitute or be construed as an official government review of departmental or employee actions.
- Conduct any activity that might constitute or be construed as establishment of County or department policy.
- Violate the confidentiality of any information related to matters involving pending or forthcoming civil or criminal litigation.

Matters pertaining to discipline of advisory committee members will be the sole responsibility of the Caswell County Board of Commissioners and not the citizen advisory committee. The activities of the citizen advisory committee shall, at all times, be conducted in accordance with all federal, state, and local laws.