


**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

**BOC AGENDA | Regular Meeting | June 16, 2025, 6:30pm, Historic Courthouse**
**Welcome:**
*(Chairman Yarbrough)*

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

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

7. Creation of economic development capital reserve fund (\$100K from Firebird/Cherokee sale)

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

8. FY25–26 Budget Ordinance and FY25–26 Fee Schedule *(adopt as separate motions)* *(Renee Paschal)*
9. Opioid Spending Authorization Resolution *(Melissa Williamson)*
10. FY24–25 year-end budget amendment
11. Johnna Sharpe financial consultant contract amendment
12. Caswell County Tourism Development Authority (CCTDA) FY25–26 budget approval
13. Danville/Caswell water and sewer services agreement amendment *(Russell Johnston)*
14. Construction of training facility and firing range
15. Extension Agent salary increase request

**Reports, updates, or comments:**

16. Manager
17. Attorney
18. Commissioners

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

19. Board of Adjustment meeting *(as needed)*: 6/17, 2pm, 215 County Park Rd.
20. Farmer's Market: 6/19, 6/26, 7/3, 4pm–6:30pm, 158 E Church St.
21. Rising Stars and Resource Fair Talent Show: 6/21, 536 Main St.
22. Planning Board meeting *(as needed)*: 6/24, 1pm, Gunn Memorial Public Library
23. County offices closed for Independence Day: 7/4

24. Closed session to:

- A. 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); and,

- B. discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives as provided under NCGS 143-318.11(a)(4).
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25. Other business (if needed)  
26. Adjournment
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\* **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 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 on Monday, one week before the BOC meeting.*
- *Please turn off sounds and alerts on cell phones and other electronic devices during the meeting.*



# AGENDA ITEM 6B

## COVER SHEET

Caswell County Board of Commissioners

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**meeting date:** June 16, 2025

**topic:** Open session minutes for 6/2/25

**attachment(s):** Open session minutes for 6/2/25

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

**staff comments or recommendation:** (n/a)

**suggested action or motion:** Approval as part of the Consent Agenda.

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**notes:**

**CASWELL COUNTY BOARD OF COMMISSIONERS**  
**Work Session**  
**June 2, 2025**

**MEMBERS PRESENT**

**OTHERS PRESENT**

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

.....

Scott Whitaker, County Manager  
Melissa Williamson, Deputy County Mgr.  
Renee Paschal, Interim County Mgr.

The Board of Commissioners for the County of Caswell, North Carolina met in a Work Session meeting scheduled on Monday, June 2, 2025 at 5:00 pm at the Historic Courthouse, Courthouse Square, Yanceyville NC.

**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.

**Public Comments:**

There were no public comments.

**Recognitions:**

Vice Chair Rose asked everyone to be in prayer for the Johnston family. Attorney Johnston's father passed. Commissioner Smith thanked the Board of Education and staff for inviting the Board of Commissioners to come out to look at critical capital needs.

**Agenda:**

A. Agenda

Chairman Yarbrough announced that the FY25-26 recommended budget would be discussed as the last item on the agenda.

Chairman Yarbrough introduced the appointment of John Claggett to fill the vacancy of Rick McVey and invited him to come forward to receive the oath of office from the Clerk of Court.

B. Open Session minutes for 5/19/2025

A motion was made by Commissioner Smith and seconded by Vice Chair Rose to approve the Work Session agenda with the change. The motion carried unanimously.

### **Discussion Items:**

#### Danville/Caswell Water and Sewer Services Agreement Amendment

Manager Whitaker referenced the original water and sewer agreement with the City of Danville that dated back to 1990 along with five different amendments that relate to the Cherokee project. A concern is being discussed between the attorneys related to amendments and the timing related to the Cherokee project. A proposed amendment has been written. County Manager Whitaker will get the Board a copy of the proposed amendment tomorrow for consensus. Once there is consensus, the Manager will speak with the Danville Manager for approval. If approved, the item will be on the Caswell County agenda for action on June 16<sup>th</sup>.

Chairman Yarbrough recalled that the current agreement permits the City of Danville to cut off water with three years' notice. He asked Board members to let the Manager know if there were any concerns.

#### Dept. of Juvenile Justice Probation Lease (339 Wall St., Rooms 405 {#20} and 406 {#19})

Manager Whitaker stated the item involves two rooms at the Guilford Mills facility. He referenced the lease proposal and facility diagram. The Lease will be reviewed by the Attorney and brought to the Board on June 16<sup>th</sup> for action. The space will be used by Probation Officers. There is a State statute that requires space for probation officers. The lease is a continuation.

### **Action Items:**

#### CoSquare Event Policy and Fees

Attorney Johnston and Manager Whitaker had spoken regarding the proposed policy. The proposed policy does not allow political rallies or events promoting specific candidates or parties. After research, the Attorney determined that it was a political decision. The facility is for public use and business use facility. If allowed, there could be undesirable events planned for the facility. The Manager explained that the caveat would be that whatever is done is done uniformly.

Commissioner Claggett asked how the proposed policy would affect the current facility use policy. Ms. Paschal responded that it will not affect the current policy.

Vice Chair Rose did not think it would be an issue if it was just a rented building and there were no tenants, but if there are occupants who lease space, there could be some issues.

Commissioner Totten asked about the process for renting the space. He noted that in the application, there is a description of the type of activity. The Manager stated from an administrative standpoint, if the Board decides that the political rallies will not be an acceptable use, the rule will be no political rallies. He stated that Management will not make a decision and there will be no Manager's discretion. The Board's decision will be to allow or not allow.

Commissioner Smith felt it could get extreme with no controls.

Manager Whitaker discussed the issue of security. It meshes with the request and additional usage. There is a preferred vendor that will provide cameras for \$21,236.48. He asked the Board to consider delaying rentals until cameras were installed if they approved the policy and fee schedule. He noted that funds were available in the current budget. The camera purchase does not have the three-bid requirement.

A motion was made by Commissioner Totten to approve the policy and fee schedule along with the cameras and seconded by Chairman Yarbrough. The motion carried 4-1 (Claggett opposed).

**County Manager Updates:**

Manager Whitaker stated he is making changes that will work better for citizens to view presentations. He demonstrated how larger wall projection allows in-room attendees to see more presentation detail. Staff is continuing to fill some key vacancies, and the most pressing are the Human Resources Director and CFO.

**County Attorney Updates:**

Not present

**Commissioner Comments:**

Commissioner Smith stated that the largest hurdle is to reconcile the school budget. He recommended reaching out as possible to the school board to encourage them to communicate to determine upcoming needs.

Chairman Yarbrough welcomed Commissioner Claggett to the Board.

**FY 25-26 Recommended Budget:**

(Continuation of discussion from Budget Work Session)

The Board continued to discuss the school budget. They discussed teachers' supplements. After conferring with several board members, the Chair proposed allocating \$1000 for certified teachers and \$500 for classified staff. That would net a one cent tax increase in the amount of \$240,000.

Commissioner Totten concurred.

Commissioner Ingram suggested allocating half of the bonus at Christmas and the other half at the end of the year. Ms. Paschal stated that the allocation timing would be determined by the school board although the Board could make a recommendation.

Commissioner Smith asked how much was cut from the original request. Ms. Paschal responded that it was approximately \$200,000.

Commissioner Claggett asked about the current status of County funds. Ms. Paschal replied that as of the FY23 audit, the County added to fund balance. A surplus is projected for FY24, but a deficit is projected for FY25. The projections are based on actual spending and revenues.

Ms. Paschal clarified that there were 166 certified teachers and 149 classified staff which equates to 315 school staff.

Commissioner Smith commented that teachers were important to the community and he wanted to do something that was fair to help retain teachers in the County. He felt it was a good compromise.

There was consensus on the supplement.

#### Operating Budget:

The schools requested \$3,869,047 which is an increase of \$1,089,819 or 39 percent over last years' budget. Ms. Paschal commented that one of the reasons the request is high is because the schools are not appropriating any fund balance. The fund balance is budgeted at \$608,000.

Commissioner Smith commented that there needs to be enough budgeted for the schools to keep them financially healthy, however, he felt there were a number of items submitted that were not the County's responsibility.

Ms. Paschal stated that most counties in North Carolina now were funding more than their legal responsibilities due to State budget cuts for the schools. Counties have had to increase funding to continue operations. She was concerned that the more State functions that the County assumed, when the State increased salaries, a local match would be required for local funding.

Manager Whitaker interjected that he had received updated staff numbers to 398 employees. The breakdown is now 166 certified and 232 classified staff. The new total is \$282,000.

Chairman Yarbrough recommended that the \$1000 certified remain and the remainder of \$74,000 be divided by classified staff and the total remain \$240,000.

There was consensus on the Chair's recommendation.

Discussion resumed on the operating budget. Vice Chair Rose asked for more explanation of the policy leadership and curriculum athletics.

Commissioner Smith suggested leaving the operating budget at \$2.8 million as approved last year plus an inflation percentage increase of 2.1 percent. The allocation would increase by \$58,363 for a total operating budget allocation of \$2,837,592.

There was consensus among the Board.

Ms. Paschal inquired about where the funds would come from. Chairman Yarbrough suggested adding  $\frac{1}{4}$  cent to the tax. He stated that in 2018, when the school bond referendum was approved by voters, it was stated that a tax increase may be necessary. The bonds were sold later and the project was completed in 2023. \$644,648 or 2.5 cents on the tax bill was used for the bond. 2.6 cents will be the total for schools.

Ms. Paschal stated that the Board sets the salaries for Manager, Sheriff and Register of Deeds. It is anticipated that the positions will receive the same 1.5 percent as other County employees. The Board concurred with her recommendation. She will prepare the Budget Ordinance for approval on June 16<sup>th</sup>.

### **Adjournment:**

Commissioner Smith moved, seconded by Commissioner Ingram, to adjourn the meeting. The motion carried unanimously, and the meeting was adjourned at 6:10 pm.

Respectfully submitted,

Scott Whitaker  
Clerk to the Board

Tim Yarbrough  
Board Chair



**AGENDA ITEM 7****COVER SHEET**Caswell County Board of Commissioners

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**meeting date:** June 16, 2025

**topic:** Creation of economic development capital reserve fund  
(\$100K from Firebird/Cherokee sale)

**attachment(s):** 2012 Coates Canon article

**fiscal impact:** (needs more research)

**staff comments or recommendation:** The County has received approximately \$100K (\$5K deposit + \$95K from the land purchase) related to the Firebird/Cherokee project, and these funds reside within the General Capital Reserve Fund, according to financial policy. Commissioner Smith has suggested moving these funds to a new Economic Development Capital Reserve Fund.

The State utilizes some separate capital reserve funds for ED (e.g., the Regional Economic Development Reserve and the Economic Development Project Reserve). Separate capital reserve funds can be helpful (e.g., less reliability on unpredictable funding sources and support of site development), but there's also some criticism that such funds create less transparency and can hide spending (the NC Budget and Tax Center and the John Locke Foundation have expressed concerns). The Manager's recommendation is more research of the pros and cons if the Board wants to pursue it.

**suggested action or motion:** (n/a)

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**notes:**



## Coates’ Canons NC Local Government Law

### Capital Reserve Funds Revisited

**Published: 10/29/12**

**Author: Kara Millonzi**

In a recent **post**, I discussed two ways through which a local government may save money over time to fund capital projects. The first is through fund balance and the second is by establishing a capital reserve fund. I received several follow-up questions about capital reserve funds that may be of interest to local government officials, including the following:

1. In establishing a capital reserve fund, does a local government have to list each specific project for which it is accumulating funds or may it list more general expenditure categories?
2. May a local government use a capital reserve fund to accumulate money to provide a grant or loan to a private entity to fund a private capital project?
3. May moneys held in a capital reserve fund be invested? If so, what are the available investment options? And, must the investment returns be allocated to the capital reserve fund?
4. May a local government establish a trust fund to accumulate moneys over time to finance future government expenses?

Each is addressed below.

***1. In establishing a capital reserve fund, does a local government have to list each specific project for which it is accumulating funds or may it list more general expenditure categories?***

A local government must list the specific purpose(s) for which it is accumulating moneys in a capital reserve fund. It may amend the fund at any time to change the purpose(s), as long as the new purpose(s) constitute allowable capital expenditures, but it must list the purpose(s). A unit may not appropriate moneys to a capital reserve fund to save money for unknown or unnamed future capital expenditure(s).

A local government may accumulate funds through fund balance that it ultimately loans or grants to a private entity for a private capital project. Alternatively, a local unit may appropriate the moneys to the private entity each year and allow the private entity to save the funds over time.

***3. May moneys held in a capital reserve fund be invested? If so, what are the available investment options? And, must the investment returns be allocated to the capital reserve fund?***

Moneys held in a capital reserve fund may be invested pursuant to any of the allowable investment options in G.S. 159-30. The moneys in a reserve fund may be pooled with other local government revenues for purposes of investing but any interest earned on the capital reserve fund moneys must be allocated back to the reserve fund. G.S. 159-30(e).

***4. May a local government establish a trust fund to accumulate moneys over time and create a stream of income to finance future general government expenses?***

No. A trust fund is used to “account for moneys held by a local government . . . as an agent or common-law trustee or to account for a retirement, pension, or similar employee benefit system.” G.S. 159-13(a)(3). A local government may not establish a trust fund and invest moneys to create a stream of income for future general government expenditures. Instead, a local unit must save revenue through fund balance or a capital reserve fund.

But how specific must the unit be in listing the “purpose(s)?” Could a unit that wishes to save money for a variety of future capital expenditures related to its water system, simply state the purpose as “water system projects” or must it list each separate project (such as water line expansion, water treatment plant roof maintenance, water tank painting, etc.)? The answer is not entirely clear. **G.S. 159-18** requires a unit to list all the “purposes” for which it is establishing or maintaining the reserve fund. It does not provide further guidance on the level of specificity. The statute, however, allows a local government to establish a capital reserve fund only for the purposes for which a unit may issue bonds. The most comprehensive list of purposes for which counties and municipalities may issue bonds is in **G.S. 159-48**. The level of specificity in which projects are listed in this statute provides at least some guidance to local governments as to how detailed the stated purposes must be in a capital reserve fund. The local unit likely could list its water-system related purposes as follows—“to provide for the unit’s water system, including without limitation facilities for the supply, storage, treatment, and distribution of water.” This is one of the authorized purposes for which counties and municipalities may issue general obligation bonds under **G.S. 159-48(b)(21)**.

***2. May a local government use a capital reserve fund to accumulate money to provide a grant or loan to a private entity to fund a private capital project?***

No. Counties and municipalities have broad authority to appropriate monies to private entities as long as the monies are spent by the private entities on a project or activity in which the local governments are statutorily authorized to engage. *See* **G.S. 153A-449**; **G.S. 160A-20.1**. And there is broad statutory authority for local governments to support private capital projects particularly for economic development purposes. *See, e.g.,* **158-7.1**. But a local government may not accumulate funds in a capital reserve fund that it later loans or grants to a private entity to fund a private capital project. A local government only may establish a capital reserve fund to save moneys for public capital projects.



# AGENDA ITEM 8

## COVER SHEET

Caswell County Board of Commissioners

**meeting date:** June 16, 2025

**topic:** FY25–26 Budget Ordinance and FY25–26 Fee Schedule

*Presenter: Renee Paschal*

**attachment(s):**

- FY25–26 Budget Ordinance
- FY25–26 Fee Schedule
- link to budget document:  
[https://www.caswellcountync.gov/files/ugd/78358d\\_4e8cda89c3374c02b561472d55551af6.pdf](https://www.caswellcountync.gov/files/ugd/78358d_4e8cda89c3374c02b561472d55551af6.pdf)

**fiscal impact:** explained below

**staff comments or recommendation:** The FY25–26 Recommended Budget was presented to the Board of Commissioners on May 5, 2025. As required by the Local Government and Fiscal Control Act, a public hearing was held on May 19, 2025. The Board also held two budget workshops on May 28, 2025 and June 2, 2025. The draft budget ordinance has been prepared as the result of the guidance given by the Board of Commissioners during the work session. Following are highlights:

- A 4.2-cent tax increase is proposed, and 3 cents of this increase offsets reductions in revenues. Note that 1.2 cents is provided to Caswell County Schools to fund a supplement and increased operating expenses.
- Changes to the Solid Waste Fee are proposed, including a \$55 Availability Fee to be charged to all residents and businesses in the County and a \$75 Disposal Fee to be charged to all residents and businesses without town or private-provided waste collection services. Currently, only residents without a private hauler pay a \$125 Availability Fee.
- A 1.5-percent cost-of-living adjustment (COLA) is proposed for all regular county employees.

This proposed budget differs from the Recommended Budget in the following:

### General Fund

Beginning Revenue	(36,034,121.00)
Increase Appropriated Fund Balance	(104,375.00)
Increase Property Tax Revenue	(289,478.00)
Total Ending Revenue	(36,427,974.00)
Beginning Expenditures	36,034,121.00
Increase GF Retirement	76,560.00
Increase DSS Retirement/GF Transfer	18,886.00

Increase Health Retirement/GF Transfer	12,626.00
Increase Library Retirement/GF Transfer	2,071.00
Move Audit from Central Services to Finance	-
Reduce Contingency	(8,833.00)
Decrease Transfer to Family Services	(9,993.00)
Decrease Elections (Porta-Potties)	-
Decrease School Capital Outlay	(65,000.00)
Increase Transfer to School Capital Reserve	65,000.00
Increase retirement for Soil & Water (mistake)	3,672.00
Add School Supplement	240,500.00
Increase School Operating	58,364.00
Total Ending Expenditures	36,427,974.00

#### **Family Services**

Beginning Revenue	(219,294.00)
Decrease GF Transfer	9,993.00
Total Ending Revenue	(209,301.00)

Beginning Expenditures	219,294.00
Increase Retirement	1,028.00
Reduce Salaries (mistake)	(11,021.00)
Total Ending Expenditures	209,301.00

#### **Solid Waste**

Beginning Expenditures	1,963,960.00
Increase Retirement	1,389.00
Decrease transfer to capital reserve	(1,389.00)
Total Ending Expenditures	1,963,960.00

#### **CATS**

Beginning Revenue	(1,245,856.00)
Increase Appropriated Fund Balance	(1,784.00)

Total Ending Revenue	(1,247,640.00)	015
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Beginning Expenditures	1,245,856.00
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Increase Retirement	1,784.00
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Total Ending Expenditures	1,247,640.00
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**Section 8**

Beginning Revenue	(1,137,418.00)
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Increase Appropriated Fund Balance	(921.00)
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Total Ending Revenue	(1,138,339.00)
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Beginning Expenditures	1,137,418.00
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Retirement Increase	921.00
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Total Ending Expenditures	1,138,339.00
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**Community Paramedic SRF**

Beginning Revenue	89,998.00
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Increase Revenue (mistake)	495.00
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Total Ending Revenues	90,493.00
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Our Local Government Commission Coach has advised that the County should adopt the Fee Schedule separately from the Budget Ordinance. Additional Solid Waste fees have been added to the schedule. These were discussed during the budget work sessions and include:

Solid Waste	Brush disposal/ton	46
Solid Waste	Construction debris disposal/ton	73
Solid Waste	Scrap metal disposal/ton	56
Solid Waste	Furniture and carpet disposal/ton	66
Solid Waste	Mattress and box springs disposal/ton	66
Solid Waste	Miscellaneous disposal/ton	66
Solid Waste	Animal carcass disposal/ton	66
Solid Waste	Commercial trash disposal/ton	75
Solid Waste	Town of Yanceyville contractor disposal/ton	60

**suggested action or motion:** Separate motions: one to approve the FY25–26 Budget Ordinance and another motion to approve the FY25–26 Fee Schedule.

# FY 2025-2026 Budget Ordinance

Be it ordained by the Board of Commissioners of the County of Caswell, North Carolina, that:

## Section 1: General Fund Consolidated Subfunds.

The County's General Fund is comprised of seven subfunds: General Fund, Register of Deeds Automation Fund, Public Health Department, Department of Social Services, Library, Special Separation Allowance, and Revaluation Fund. The estimated revenue and expenditure appropriations are presented separately for each fund. To the extent General Fund revenues are needed to balance a subfund, an intrafund transfer from the General Fund is budgeted in the subfund. The primary General Fund is detailed in Sections 2 and 3. The subfunds are detailed in Sections 4 and 5.

## Section 2: General Fund Revenues.

The following budget with anticipated revenues is hereby adopted in accordance with G.S. 159 by the County of Caswell for the fiscal year beginning July 1, 2025 and ending June 30, 2026:

<b>General Fund Revenues</b>	
Ad Valorem Taxes	15,253,643
Sales Taxes	7,647,929
Other Taxes	8,000
Intergovernmental Restricted	509,193
Intergovernmental Unrestricted	122,000
Permits and Fees	958,804
Sales and Services	2,371,347
Investment Earnings	300,000
Other General Revenue	23,300
Appropriated Fund Balance	3,263,370
<b>TOTAL GENERAL FUND REVENUES</b>	<b>30,457,586</b>

## Section 3: General Fund Expenditures.

The following expenditures are hereby appropriated in the General Fund for the fiscal year beginning July 1, 2025 and ending June 30, 2026 as follows:

<b>General Government:</b>	
Governing Body	73,205
Administration	642,193
Finance	682,059
Tax Department	646,549
Court Facilities	67,650
Elections	218,184
Register of Deeds	231,848
Central Services	1,399,256
Information Technology	700,503
Maintenance/County Buildings	1,140,869
Health Building	22,148

Welcome Center	61,300
Fleet Management	3,800
<b>Public Safety:</b>	
Sheriff's Office/Detention/SROs	7,132,408
Emergency Management	105,052
911 Communications	1,241,712
Inspections	323,628
Coroner/Medical Examiner	15,000
Emergency Medical Services	2,979,094
<b>Economic &amp; Physical Development:</b>	
Economic Dev. Administration	163,824
Econ Dev-CoSquare	42,284



Planning Department	179,089
Cooperative Extension Service	529,539
<b>Environmental Protection:</b>	
Caswell Soil & Water District	112,571
<b>Human Services:</b>	
Animal Control Dept	367,416
Mental Health	97,197
DPS/Juvenile Crime Prevention	135,443
Senior Services	611,038
Senior Health Insurance Info.	9,200
Special Appropriations-Hum Svc	179,824
<b>Education:</b>	
CCS-Current Expenses	3,078,092

CCS-Capital Outlay	400,000 <sup>017</sup>
Piedmont Community College	1,026,769
<b>Culture &amp; Recreation:</b>	
Parks & Recreation	352,391
Farmer Lake	113,231
<b>Debt Service:</b>	
Debt Service/Detention	661,416
Debt Service/Public Schools	644,648
Debt Service/Installments	257,130
Debt Service/Vehicle Lease	666,400
<b>Interfund Transfers:</b>	
Transfers to Other Funds	3,143,626
<b>TOTAL GF EXPENDITURES</b>	<b>30,457,586</b>

#### Section 4: General Fund Subfunds Revenue.

The following budget with anticipated revenues is hereby adopted in accordance with G.S. 159 by the County of Caswell for the fiscal year beginning July 1, 2025 and ending June 30, 2026:

##### Register of Deeds Automation Enhancement & Preservation Subfund Revenues:

Automation Reserve	8,000
<b>TOTAL FUND REVENUES</b>	<b>8,000</b>

##### Department of Social Services Subfund Revenues:

State & Federal Funding	55,668
Permits and Fees	3,270,487
Miscellaneous	200
Transfers In/General Fund	1,097,084
Appropriated Fund Balance	154,653
<b>TOTAL FUND REVENUES</b>	<b>4,578,092</b>

##### Public Health Subfund Revenues:

State Funding	354,914
Permits and Fees	931,787
Sales and Services	742,640
Transfers In/General Fund	763,670
Appropriated Fund Balance	336,412
<b>TOTAL FUND REVENUES</b>	<b>3,129,423</b>

##### Library Subfund Revenues:

Contributions	8,500
Permits and Fees	101,327

Sales and Services	5,800
Transfers In/General Fund	404,504
<b>TOTAL FUND REVENUES</b>	<b>520,131</b>

**Revaluation Subfund Revenues:**

Transfers In/General Fund	70,000
<b>TOTAL FUND REVENUES</b>	<b>70,000</b>

**Special Separation Allowance Trust Subfund Revenues:**

Transfers In/General Fund	126,000
<b>TOTAL FUND REVENUES</b>	<b>126,000</b>

**Section 5: General Fund Subfunds Expenditures:**

The following expenditures are hereby appropriated in the General Fund Subfunds for the fiscal year beginning July 1, 2025 and ending June 30, 2026 as follows:

Register of Deeds Automation & Enhancement Subfund	8,000
Department of Social Services Subfund	4,578,092
Public Health Subfund	3,129,423
Library Subfund	520,131
Revaluation Subfund	70,000
Special Separation Allowance Trust Subfund	126,000
<b>TOTAL—GENERAL FUND AND SUBFUNDS</b>	<b>38,889,232</b>
<b>LESS INTRAFUND TRANSFERS</b>	<b>2,461,258</b>
<b>TOTAL GENERAL FUND EXPENDITURES</b>	<b>36,427,974</b>

**Section 6: Tax Levy Rate.**

For Caswell County, there is hereby levied a tax at the rate of 62.7 cents (\$0.627) per one hundred dollars (\$100.00) valuation of property listed for taxes as of January 1, 2025. This rate is based on an estimated total valuation of real, personal, and public service property of \$2,161,354,092 and a collection rate of 99.04% and an estimated valuation of motor vehicles of \$274,341,961 and a collection rate of 100%.

**Section 7: Fire Districts Revenue.**

This Budget Ordinance hereby establishes the Fire District Fund in accordance with NCGS 159-26(b)(2) for the purpose of collecting and disbursing the collections of property taxes, motor vehicle taxes, and a portion of the sales tax for each fire district located in Caswell County.

**Tax Levy:** There is hereby levied a tax rate of three and three-tenths cents (.033) per one hundred dollars (\$100) of valuation of property listed for taxes as of January 1, 2025 for both the Casville and County Fire Service Tax districts for the purpose of funding fire department operations. The estimated revenues for each Tax District are based on this tax rate, property values as of January 1, 2025 and the collection percentages stated in Section 6.

**Other revenues:** The Fire Districts also receive motor vehicle taxes, a portion of the county sales tax

distributed based on ad valorem tax levies, and a transfer from the General Fund for rescue operations.<sup>019</sup>

The following budget with anticipated revenues is hereby adopted in accordance with G.S. 159 by the County of Caswell for the fiscal year beginning July 1, 2025 and ending June 30, 2026:

Property Taxes	1,082,340
General Fund Transfer	228,219
<b>TOTAL FIRE DISTRICT REVENUES</b>	<b>1,310,559</b>

### Section 8: Fire Districts Expenditures.

The amount appropriated to each fire district will equal the actual tax collections. The final budget appropriation for each district will be adjusted to equal the amounts collected, regardless of the estimated revenue in Section 7. The following estimated distributions are hereby appropriated:

Anderson	137,786
Casville	106,259
Cherry Grove	152,585
Leasburg	100,367
Milton	99,069
Pelham	140,619
Prospect Hill	131,949
Providence	139,376
Semora	127,873
Yanceyville	174,676
<b>TOTAL FIRE DISTRICT EXPENDITURES</b>	<b>1,310,559</b>

In addition, \$1,500 is hereby appropriated for Fire Marshal travel. This amount will be paid proportionately by each fire district from the amounts stated above.

### Section 9: Enterprise Funds Revenues.

**Caswell Area Transit System (CATS) Revenues:** The following budget with anticipated revenues is hereby adopted in accordance with G.S. 159 by the County of Caswell for the fiscal year beginning July 1, 2025 and ending June 30, 2026:

Intergovernmental Restricted	870,033
Investment Earnings	200
Permits and Fees	38,200
Restricted Grants	25,000
Sale of Assets	13,000
Appropriated Fund Balance	301,207
<b>TOTAL CATS REVENUES</b>	<b>1,247,640</b>

**Solid Waste Fees.** In accordance with the Solid Waste Ordinance, the Caswell County Tax Collector is authorized, empowered, and commanded to collect an Availability Fee of \$55 for every household and business in Caswell County. Further, the Tax Collector is authorized, empowered, and commanded to collect a

Disposal Fee of \$75 for every household and business in Caswell County that does not furnish proof of town-<sup>020</sup> provided or private solid waste collection services by January 1, 2026 in accordance with published procedures.

**Solid Waste Fund Revenues:** The following budget with anticipated revenues is hereby adopted in accordance with G.S. 159 by the County of Caswell for the fiscal year beginning July 1, 2025 and ending June 30, 2026:

Miscellaneous	500
Other Taxes	1,498,690
Permits and Fees	464,770
<b>TOTAL SOLID WASTE FUND REVENUES</b>	<b>1,963,960</b>

### Section 10: Enterprise Funds Expenditures.

The following expenditures are hereby appropriated in Enterprise Funds for the fiscal year beginning July 1, 2025 and ending June 30, 2026:

#### Caswell Area Transit System (CATS) Fund Expenditures:

Administration/Operations	1,247,640
<b>TOTAL CATS FUND EXPENDITURES</b>	<b>1,247,640</b>

#### Solid Waste Fund Expenditures:

Solid Waste Operating Fund	1,892,060
Solid Waste Disposal Fund	21,400
Solid Waste Scrap Tire Fund	43,000
Solid Waste White Goods Fund	7,500
<b>TOTAL SOLID WASTE FUND EXPENDITURES</b>	<b>1,963,960</b>

### Section 11: Other Funds Revenues.

The following budget with anticipated revenues is hereby adopted in accordance with G.S. 159 by the County of Caswell for the fiscal year beginning July 1, 2025 and ending June 30, 2026. Note, SRF stands for Special Revenue Fund.

<b>American Rescue Plan Act (ARPA) SRF</b>	
Intergovernmental Restricted	0
Appropriated Fund Balance	20,000
<b>ARPA SRF TOTAL</b>	<b>20,000</b>

<b>Community Paramedic SRF</b>	
Contributions	90,493
<b>COMMUNITY PARAMEDIC SRF TOTAL</b>	<b>90,493</b>

<b>DSS Agency Fund</b>	
Intergovernmental Restricted	300,000
<b>DSS AGENCY FUND TOTAL</b>	<b>300,000</b>

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<b>Emergency Telephone Services SRF</b>	
Intergovernmental Restricted	89,274
Appropriated Fund Balance	40,000
<b>EMERGENCY TELEPHONE SERVICES SRF TOTAL</b>	<b>129,274</b>

<b>Extension Service SRF</b>	
Contributions	400
Intergovernmental Restricted	19,000
<b>EXTENSION SERVICE SRF TOTAL</b>	<b>19,400</b>

<b>Family Services SRF</b>	
<b>Transfer from General Fund</b>	36,004
Intergovernmental Restricted	173,297
<b>FAMILY SERVICES SRF TOTAL</b>	<b>209,301</b>

<b>Inmate Liability Trust Fund</b>	
Miscellaneous	200,000
<b>INMATE LIABILITY TRUST FUND TOTAL</b>	<b>200,000</b>

<b>NC Vehicle Tax System (NCVTS) Distribution Agency Fund</b>	
Property Taxes	25,000
Investment Earnings	0
<b>NCVTS AGENCY FUND TOTAL</b>	<b>25,000</b>

The amount appropriated to the Occupancy Tax SRF will equal the actual tax collections. The final budget appropriation will be adjusted to equal the amounts collected, regardless of the estimated revenue in Section 10. The following estimated distributions are hereby appropriated:

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<b>Occupancy Tax SRF</b>	
Other Taxes	90,000
<b>OCCUPANCY TAX SRF TOTAL</b>	<b>90,000</b>

<b>Opioid Settlement SRF</b>	
Appropriated Fund Balance	241,682
<b>OPIOID SETTLEMENT SRF TOTAL</b>	<b>241,682</b>

<b>Public School Fines &amp; Forfeitures Agency Fund</b>	
Permits and Fees	150,000
<b>PUB SCHOOL FINES &amp; FORFEITURES AGENCY FUND TOTAL</b>	<b>150,000</b>

<b>Register of Deeds (ROD) Excise Tax Conveyance Agency Fund</b>	
Permits and Fees	75,000
<b>ROD EXCISE TAX CONVEYANCE AGENCY FUND TOTAL</b>	<b>75,000</b>

<b>ROD Marriage License Agency Fund</b>	
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Intergovernmental Restricted	3,700
<b>ROD MARRIAGE LICENSE AGENCY FUND TOTAL</b>	<b>3,700</b>

<b>ROD Pension Agency Fund</b>	
Intergovernmental-Restricted	2,000
<b>ROD PENSION AGENCY FUND TOTAL</b>	<b>2,000</b>

<b>ROD State Treasurer Agency Fund</b>	
Intergovernmental Restricted	13,000
<b>ROD STATE TREASURER AGENCY FUND TOTAL</b>	<b>13,000</b>

<b>School Capital Reserve Fund</b>	
Transfer from the General Fund	418,145
Appropriated Fund Balance	469,855
<b>TOTAL SCHOOL CAPITAL RESERVE</b>	<b>888,000</b>

<b>Section 8 Housing Authority SRF</b>	
Intergovernmental Restricted	1,130,273
Appropriated Fund Balance	8,066
<b>SECTION 8 HOUSING AUTHORITY SRF TOTAL</b>	<b>1,138,339</b>

<b>Social Services SRF</b>	
Intergovernmental Restricted	11,000
<b>SOCIAL SERVICES SRF TOTAL</b>	<b>11,000</b>

<b>Tax Collection &amp; Distribution Agency Fund</b>	
Property Taxes	430,000
<b>TAX COLLECTION AND DISTRIBUTION AGENCY FUND TOTAL</b>	<b>430,000</b>

## Section 12: Other Fund Expenditures:

The following expenditures are hereby appropriated for other funds for the fiscal year beginning July 1, 2025 and ending June 30, 2026. Note, SRF stands for Special Revenue Fund:

Other Funds	Expenditures
ARPA SRF	20,000
Community Paramedic SRF	90,493
DSS Agency Fund	300,000
Emergency Telephone Services SRF	129,274
Extension Service SRF	19,400
Family Services SRF	209,301
Inmate Liability Trust Fund	200,000
NC Vehicle Tax System (NCVTS) Distribution Agency Fund	25,000
Occupancy Tax SRF	90,000
Opioid Settlement SRF	241,682
Public School Fines & Forfeitures Agency Fund	150,000

Other Funds	Expenditures
ROD Excise Tax Conveyance Tax Agency Fund	75,000
ROD Marriage License Agency Fund	3,700
ROD Pension Agency Fund	2,000
ROD State Treasurer Agency Fund	13,000
School Capital Reserve	888,000
Section 8 Housing Authority SRF	1,138,339
Social Services SRF	11,000
Tax Collection and Distribution Agency Fund	430,000

### Section 13: Compensation.

- A. Funding is provided for a 1.5% salary increase for the Sheriff, Register of Deeds, and County Manager.
- B. The annual salary for the Board of Commissioners shall be \$8,500. The Board Chair's annual salary shall be \$10,500.
- C. Funding is provided for a 1.5% increase for all other regular county employees.
- D. All compensation changes shall take effect July 1, 2025.

### Section 14: Authority of the Budget Officer.

In accordance with N.C. General Statutes 159.9 and the Caswell County Fiscal Policy, adopted February 17, 2025, the County Manager serves as the Budget Officer. The Budget Officer is hereby authorized to:

- A. Transfer funds within a department without limitation.
- B. Transfer amounts of up to \$5,000 between departments of the same fund with a memorandum report on such transfers at the next regular meeting of the Board of Commissioners.
- C. Transfer amounts of up to \$25,000 from contingency to any department with a memorandum report of such transfers at the next regular meeting of the Board of Commissioners. Greater amounts can be made available upon the agreement of the Board of Commissioners.
- D. Employ temporary help from time to time to meet circumstances.
- E. Execute contracts if funds for the contract have been approved as part of the annual budget and the contract does not exceed the funds appropriated, the contract's term does not exceed three years, all applicable state laws and county policies regarding purchasing are followed, and the contract does not exceed \$25,000.
- F. Approve all change orders and amendments to contracts not previously approved by the Board of Commissioners, as long as they are within budgeted appropriations.
- G. Execute on behalf of the Board of Commissioners any other contract, change order, purchase order or other instrument incurring any obligation which is specifically approved by the Board of Commissioners.
- H. Authorize payment in an amount not to exceed \$5,000 in settlement of any liability claims against the County or against any of its officers or employees.
- I. If a grant does not require any county match, either cash or in-kind, and the funder does not expect the county to continue to fund a position or a program after the grant, then the proposal can be reviewed and approved by the County Manager. However, the County Manager may choose to present a grant proposal to the Board for approval, if he/she feels

that it is appropriate. This does not waive the requirement for a budget amendment to accept<sup>024</sup> the revenue.

- J. If the grant requires a county match, either cash or in-kind, or the funder expects the county to continue to fund a position or program after the grant is complete, then the grant application must be submitted to the Board of Commissioners for approval. For grants that require Board of Commissioner approval, but approval cannot be obtained before the grant deadline, the County Manager can authorize the application with prior notice to the Chair and Vice Chair and report to the Board of Commissioners at their next meeting. If the Board of Commissioners does not approve the grant proposal, the funder will be notified that the county chooses to withdraw the application.

### **Section 15: Authority of the Personnel Officer.**

The County Manager is the Personnel Officer for the County and has full authority to administer the pay and classification plan. The County Manager is authorized to set salaries of employees at the time of hiring and/or promotion, if the amount does not exceed the departments' budgeted appropriations. If the changes exceed departments' budgeted appropriations, the Board must approve the increase. In addition, the Board must approve any increase in full-time, regular positions or transfer of positions between funds.

### **Section 16: Self-Funded Insurance Plan.**

The County will continue the approved self-funded insurance plan that became effective July 1, 2019. The plan is administered by the NCHIP program. Qualifying employees will continue to pay a health insurance premium of \$25 per month for the base plan.

### **Section 17: Encumbrances at Year End.**

Funds encumbered by the county as of June 30, 2025, or otherwise designated, are hereby re-appropriated for the FY 2025-2026 Fiscal Year.

### **Section 18: Financial Accounting and Reporting.**

The Finance Officer is hereby directed to maintain within all funds sufficient and detailed accounting records and to report annually on the financial status of each fund.

### **Section 9: Copies of Budget to Be Furnished.**

Copies of this Budget Ordinance shall be furnished to the Budget Officer, the Finance Officer, and the County Assessor for direction in carrying out their duties.

Adopted the 16th day of June, 2025.

**ATTEST:**

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Tim Yarbrough, Chair  
Caswell County Board of Commissioners



Scott Whitaker, Clerk to the Board  
Caswell County

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### Caswell County FY 2025-2026 Fee Schedule

All fees that Caswell County has authority to charge on June 30, 2025 are hereby declared to be in effect during FY 2025-2026 without amendment or change as of July 1, 2025, with the exception that the following fees are hereby enacted or changed:

Department	Fee Name	New Fee Amount
EMS	ALS non-emergency transport	654
EMS	ALS emergency transport	1,036
EMS	BLS non-emergency transport	545
EMS	BLS emergency transport	872
EMS	ALS-2 transport	1,500
EMS	Rural mileage fee/mile	18.48
Parks & Recreation	Youth sports registration fee	40
Parks & Recreation	Registration for sibling	30
Parks & Recreation	Gate fee/person	2
Parks & Recreation	Picnic shelter rental fee (non-profit rate)/hour	20
Parks & Recreation	Gymnasium rental fee (Non-profit Rate)/hour	30
Parks & Recreation	Athletic field unprepared rental fee (non-profit rate)/hour	20
Parks & Recreation	Athletic field prepared rental fee (non-profit rate)/hour	100
Parks & Recreation	Tennis courts rental fee (non-profit rate)/hour	20
Parks & Recreation	Gymnasium rental fee (for profit)/day	350
Parks & Recreation	Athletic field unprepared rental fee (for profit rate)/hour	75
Parks & Recreation	Athletic fields prepared rental fee (for-profit rate)/hour	200
Parks & Recreation	Tennis courts rental fee (for-profit rate)/hour	25
Parks & Recreation	Supervisory fee (if necessary)/hour	15
Parks & Recreation	Rental deposit	50
Public Health	Adm of Diphtheria-Tetanus vaccine/dose	100
Public Health	Adm of Diphtheria-Tetanus vaccine/dose	50
Public Health	Adm of poliovirus vaccine/dose	75
Public Health	Adm of MMR vaccine/dose	110
Public Health	Patient health risk assessment	9
Public Health	Adm of rotavirus vaccine/dose	114
Public Health	Adm of second varicella vaccine/dose	195
Public Health	Adm of single dose Hepatitis B	70
Public Health	Adm of other vaccines/dose	20
Public Health	Amines vag Fld QL/visit	10
Public Health	Body Fluid ph Level/test	7
Public Health	Capillary blood prothrombin/test	7
Public Health	Chemical destruction of growths/test	241
Public Health	Chemical destruction of p growths/test	148
Public Health	Drainage of abscess/procedure	110
Public Health	Established patient office 10 min/visit	85

Department	Fee Name	New Fee Amount
Public Health	Established patient office 40min/visit	260
Public Health	Established patient 18-39/visit	212
Public Health	Established patient 40-64/visit	244
Public Health	Established patient 12-17/visit	200
Public Health	Contraceptive implant/dose	1200
Public Health	Destruction of lesion/procedure	500
Public Health	Hepatitis A vaccine/dose	50
Public Health	Human Papillomavirus vaccine/dose	300
Public Health	Imadm intransl/oral vaccine/dose	21
Public Health	Established patient 1-4/visit	250
Public Health	Injection of pneumococcal vaccine/dose	140
Public Health	Injection of Medroxyprogesterone/dose	115
Public Health	Insertion of contraceptive capsule/procedure	150
Public Health	Smoking cessation/session	30
Public Health	Admin of meningococcal/dose	175
Public Health	Intramuscular injection of vaccine/dose	30
Public Health	Intrautine copper contraceptive/dose	1200
Public Health	Levonorgestrel contraceptive 13.5 Mg/dose	700
Public Health	Levonorgestrel contraceptive 52 Mg/dose	750
Public Health	Minor level established patient/visit	60
Public Health	New patient 20 min/visit	135
Public Health	Telephone visit 11-20 min/visit	80
Public Health	Telephone visit 21-30 min/visit	110
Public Health	Telephone visit 5-10 min/visit	50
Public Health	Pneumococcal vaccine 13 val/dose	275
Public Health	Postpartum exam/visit	175
Public Health	Rabies injection/dose	450
Public Health	Replacement of drug implant/procedure	250
Public Health	RN Services/visit	50
Public Health	Routine EKG/visit	25
Public Health	Smoking cessation less than 10 minutes/visit	15
Public Health	Tdap vaccination/dose	60
Public Health	HBV vaccination/dose	40
Public Health	Papilloma virus vaccine/dose	300
Public Health	Rotavirus vaccine	130
Solid Waste	Brush disposal/ton	46
Solid Waste	Construction debris disposal/ton	73
Solid Waste	Scrap metal disposal/ton	56
Solid Waste	Furniture and carpet disposal/ton	66
Solid Waste	Mattress and box springs disposal/ton	66
Solid Waste	Miscellaneous disposal/ton	66
Solid Waste	Animal carcass disposal/ton	66
Solid Waste	Commercial trash disposal/ton	75

<b>Department</b>	<b>Fee Name</b>	<b>New Fee Amount</b>
Solid Waste	Town of Yanceyville contractor disposal/ton	60
Solid Waste	Tire disposal/ton	90
Solid Waste	Dumpster delivery & pickup (both) up to 20 miles/trip	120
Solid Waste	Dumpster delivery & pickup more than 20 miles/mile	3
Solid Waste	Dumpster yearly rental (preferred accounts)/day	2
Solid Waste	Out-of-county construction and demolition waste disposal/ton	75
Solid Waste	Out-of-county miscellaneous disposal/ton	75



# AGENDA ITEM 9

## COVER SHEET

Caswell County Board of Commissioners

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**meeting date:** June 16, 2025

**topic:** Opioid Spending Authorization Resolution

*Presenter: Melissa Williamson*

**attachment(s):** A Resolution by the County of Caswell to Direct the Expenditure of Opioid Settlement Funds

**fiscal impact:** These programs will be funded entirely through funds received through the National Settlement Agreement. To date, Caswell County has received \$607,844.53 which may only be spent on opioid abatement activities. These funding strategies total \$241,681.50 of the special revenue fund balance. No general fund money or other county funds will be spent on these strategies through this resolution.

**staff comments or recommendation:** Staff recommends adoption of the following resolution to direct the expenditure of opioid settlement funds, which was developed in line with a model resolution template from the North Carolina Department of Justice and the NC Association of County Commissioners.

**suggested action or motion:** Motion to approve the presented resolution and authorize the implementation of the outlined opioid abatement strategies for a period beginning 7/1/25 and ending 6/30/26.

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**notes:**

RES-2025-01-OpioidFunds

**A RESOLUTION BY THE COUNTY OF CASWELL  
TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS**

**WHEREAS** Caswell County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids.

**WHEREAS** the allocation, use, and reporting of funds stemming from these national settlement agreements and bankruptcy resolutions (“Opioid Settlement Funds”) are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (“MOA”) and the Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation (“SAAF”);

**WHEREAS** Caswell County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

**WHEREAS** section E.6 of the MOA states that, before spending opioid settlement funds, the local government’s governing body must adopt a resolution that:

- (i) indicates that it is an authorization for expenditure of opioid settlement funds; and,
- (ii) states the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy; and,
- (iii) states the amount dedicated to each strategy for a specific period of time.

**NOW, THEREFORE BE IT RESOLVED**, in alignment with the NC MOA and SAAF, Caswell County authorizes the expenditure of opioid settlement funds as follows:

1. First strategy authorized

- a. Name of strategy: Addiction Treatment for Incarcerated Persons
- b. Strategy is included in Exhibit A
- c. Item letter and/or number in Exhibit A to the MOA: Strategy 11
- d. Amount authorized for this strategy for FY26: \$82,319.00
- e. Period of time during which expenditure may take place:  
Start date July 1, 2025 through End date June 30, 2026
- f. Description of the program, project, or activity: Fund continued treatment for individuals who began addiction treatment prior to incarceration, provide voluntary screenings for opioid use disorder (OUD) to incarcerated persons, and provide medication to individuals with OUD who wish to begin treatment.
- g. Provider: Caswell County Sheriff Department

2. Second strategy authorized

- a. Name of strategy: Reentry Programs

- b. Strategy is included in Exhibit A
  - c. Item letter and/or number in Exhibit A to the MOA: Strategy 12
  - d. Amount authorized for this strategy: \$25,935
  - e. Period of time during which expenditure may take place:  
Start date July 1, 2025 through End date June 30, 2026
  - f. Description of the program, project, or activity:
    - i. Provide funds for individuals to continue treatment following release from incarceration through appropriate providers.
    - ii. Provide support for connections to benefits, healthcare, and services through Starting Point Rural Harm Reduction Coalition.
  - g. Provider:
    - i. Caswell County Administration, medical providers or other appropriate subrecipients to be determined: \$20,935
    - ii. Starting Point Rural Harm Reduction Coalition: \$5,000
3. Third authorized strategy
- a. Name of strategy: Syringe Service Program
  - b. Strategy is included in Exhibit A
  - c. Item letter and/or number in Exhibit A to the MOA: Strategy 9
  - d. Amount authorized for this strategy: \$57,428
  - e. Period of time during which expenditure may take place:  
Start date July 1, 2025 through End date June 30, 2026
  - f. Description of the program, project, or activity:
    - i. Fund construction of both fixed and mobile syringe disposal sites through the Caswell County Solid Waste Department
    - ii. Fund provision of harm reduction education, supplies, and connections to healthcare and treatment through Starting Point Rural Harm Reduction Coalition.
  - g. Provider:
    - i. Caswell County Solid Waste Department: \$42,428
    - ii. Starting Point Rural Harm Reduction Coalition: \$15,000
4. Fourth authorized strategy
- a. Name of strategy: Early Intervention
  - b. Strategy is included in Exhibit A
  - c. Item letter and/or number in Exhibit A to the MOA: Strategy 6
  - d. Amount authorized for this strategy: \$70,000
  - e. Period of time during which expenditure may take place:  
Start date July 1, 2025 through End date June 30, 2026
  - f. Description of the program, project, or activity: Provide intervention services to children and adolescents age 26 or younger who may be struggling with problematic use of drugs or mental health conditions. Provide identification and intervention training programs for parents, caregivers, school staff, and other adults in contact

- with children or adolescents who may be struggling with problematic use of drugs or mental health conditions.
- g. Provider: Piedmont Community College

5. Fifth authorized strategy

- a. Name of strategy: Collaborative Strategic Planning
- b. Strategy is included in Exhibit A
- c. Item letter and/or number in Exhibit A to the MOA: Strategy 1
- d. Amount authorized for this strategy: \$6,000
- e. Period of time during which expenditure may take place:  
Start date July 1, 2025 through End date June 30, 2026
- f. Description of the program, project, or activity: Support community engagement and planning efforts related to opioid settlement funds, including facilitation support and other engagement tools.
- g. Provider: Caswell County Administration

The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategies is \$241,682.00.

Adopted this the 16th day of June, 2025.

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Tim Yarbrough, Chair  
County Board of Commissioners

ATTEST:

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Clerk to the Board K. Scott Whitaker

**COUNTY SEAL**





# AGENDA ITEM 10

## COVER SHEET

Caswell County Board of Commissioners

**meeting date:** June 16, 2025

**topic:** FY24–25 year-end budget amendment

*(Johnna Sharpe will be in attendance if there are questions)*

**attachment(s):** (none)

**fiscal impact:** (explained below)

**staff comments or recommendation:** As discussed during budget work sessions, several General Fund departments will overspend their budgets. In part, this is due to budgeting vacancy allowances (negative amounts for vacant positions) in the Sheriff and EMS budgets. Even factoring this in, both departments will overspend by more than the vacancy allowance. In the case of Central Services, property and liability insurance premiums are much higher than budget. In Interfund Transfers, the FY2025 did not include the statutorily required transfer to school capital reserve.

EMS revenues are running much ahead of budget, and it is anticipated that sufficient revenues will be available to offset costs.

For all other departments, an appropriation from fund balance is required to ensure that the budget is not overspent. Otherwise, Caswell County will receive an audit finding for budget violations (spending more in a department than the budget authorizes).

It is anticipated that savings/reversions from other departments will more than offset the increase in these departments. However, it is almost impossible to determine the exact reversion. If these departments were reduced too much, they would also have budget violations.

### GENERAL FUND

The General Fund proposed amendment is as follows:

Org	Object		Amount
<b>Increase Revenues:</b>			
1000000	390000	Increase Fund Balance Appropriation	(1,033,000.00)
1004370	364005	Increase EMS Revenues	(300,000.00)
		<b>Total Increase Revenues</b>	<b>(1,333,000.00)</b>
<b>Increase Expenditures:</b>			
1004200	545100	Increase Central Services Insurance	250,000.00
1004310	512100	Increase Sheriff Salaries	50,000.00
1004310	512199	Remove Sheriff Vacancy Allowance	100,000.00
1004320	512100	Increase Detention Salaries	250,000.00
1004370	512100	Increase EMS Salaries	200,000.00
1004370	512199	Remove EMS Vacancy Allowance	100,000.00

1009180	598420	Increase Transfer to School Capital Reserve	323,000.00	034
1009810	598420	Increase Transfer to Fire Tax District	60,000.00	
<b>Total Increased Expenditures</b>			<b>1,333,000.00</b>	

In order to balance transfers between funds, the following amendment is needed for the Schools Capital Reserve and the Fire Tax Districts:

#### School Capital Reserve

Org	Object	Amount
4209810	380100	<b>Increase Revenue:</b> Transfer from General Fund
		(323,000.00)
4209810	599420	<b>Increase Expenditures:</b> Reserve for School Capital Projects
		323,000.00

#### Fire Tax Districts

Org	Object	Amount
2004347	380100	<b>Increase Revenue:</b> Transfer from General Fund
		(60,000.00)
2004347	Multiple	<b>Increase Expenditures:</b> Allocated to Each Fire Tax District
		60,000.00

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#### CASWELL ENTERPRISE FUND

Finding 2023-002 in the FY23 audit referenced deficit fund balances in three funds: Family Services, Solid Waste and Caswell Enterprise Fund. The Caswell Enterprise fund was the fund used to account for the construction of CoSquare. The FY22 audit uncovered certain bills that had been charged against the wrong project and were not considered in the final funding of the project. A transfer to the Caswell Enterprise Fund is necessary to close out the Fund and eliminate the finding for the FY24 and FY25 audits. Funds are available in the County's Economic Development Revolving Load Fund to cure the deficit.

The proposed amendment is:

#### Caswell Enterprise Fund

Org	Object	Amount
4604910	380425	<b>Increase Revenue:</b> Transfer from Revolving Loan Fund
		(58,906.23)
4604910	551100	<b>Increase Expenditures:</b> Capital Expenditures
		58,906.23

#### Revolving Loan Fund

Org	Object	Amount
4254910	390000	<b>Increase Revenue:</b> Appropriate Fund Balance
		(58,906.23)
4254910	598460	<b>Increase Expenditures</b> Transfer to Caswell Enterprise Fund
		58,906.23

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#### OCCUPANCY TAX FUND

Occupancy Tax Collections are running well above the budget, primarily due to the Town of Yanceyville levying the town tax beginning in late FY24. The following budget amendment is needed to provide sufficient appropriate to transfer amounts to the Caswell Tourism and Development Authority based on expected collections.

Org	Object		Amount	035
1704921	331020	<b>Increase Revenue:</b> Occupancy Tax	(80,000.00)	
1704921	546200	<b>Increase Expenditures:</b> Distribution to Tourism Development Authority	80,000.00	

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## FINES AND FORFEITURES

Fines and Forfeitures are amounts received by the courts that must be remitted to the school system. Collections are running well ahead of the original budget. An increase is needed to allow for full payment to the schools without incurring a budget violation.

Org	Object		Amount
7405911	351114	<b>Increase Revenue:</b> Fines and Forfeitures	(90,000.00)
7405911	560210	<b>Increase Expenditures:</b> Payment to Schools	90,000.00

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## SECTION 8 HOUSING

Section 8 revenues Housing Assistance Program (HAP) revenues will exceed the budget estimates and will be used expended to provide additional program assistance. Also, Section 8 is able to use prior year funds which requires an appropriation of the amount expected to come from fund balance. A budget amendment is needed in order to budget fully for Section 8 payments from both additional FY25 revenues and prior year balances.

Org	Object		Amount
		<b>Increase Revenue:</b>	
1805860	335400	HAP Revenues	(15,000.00)
1805860	390000	Appropriated Fund Balance	(35,000.00)
1805860	549200	<b>Increase Expenditures:</b> HAP Payments	50,000.00

**suggested action or motion:** Motion to approve the FY24–25 year-end budget amendment as outlined.

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**notes:**

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



# AGENDA ITEM 11

## COVER SHEET

Caswell County Board of Commissioners

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**meeting date:** June 16, 2025

**topic:** Johnna Sharpe financial consultant contract amendment

*(Johnna Sharpe will be in attendance if there are questions)*

**attachment(s):**

- summary of hours
- amendment #1 to consulting agreement

**fiscal impact:** No additional appropriation is needed as it can be funded from salary savings.

**staff comments or recommendation:** The County needs Ms. Sharpe's expertise in both Finance and Human Resources until core positions are recruited. Her work is an operational necessity at this time.

**suggested action or motion:** Motion to approve the attached contract as presented.

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**notes:**

SUMMARY OF HOURS - JOHNNA SHARPE

Caswell Contract										Caswell Contract Total	NCACC - Caswell		NCACC - Caswell Total	Grand Total
Month	Week of (Sun to Sat)	Finance Officer Duties	FY24 Audit-Client	FY25 Budget	FY26 Budget	HR Operations								
February	2/2 to 2/8	11.9		0.4	0.9		13.3	4.0			4.0	4.0	17.2	
	2/9 to 2/15	15.0		7.0			22.0	15.6			15.6	15.6	37.6	
	2/16 to 2/22	10.5					10.5	21.2			21.2	21.2	31.7	
	2/23 to 2/28	3.3			0.6		3.9	15.5			15.5	15.5	19.4	
February Total		40.7		7.4	1.5		49.7	56.2			56.2	56.2	105.9	
March	3/2 to 3/8	21.9			0.5		22.4	15.5	1.2		15.5	16.7	39.1	
	3/9 to 3/15	2.4		3.9			6.3	8.9			8.9	8.9	15.3	
	3/16 to 3/22	1.8	3.8		0.6		6.3	31.1			31.1	31.1	37.3	
	3/23 to 3/29	4.9	22.4		2.1		29.4	2.6			2.6	2.6	32.0	
	3/30 to 3/31	4.0	3.5		2.0		9.5	0.6			0.6	0.6	10.1	
March Total		35.1	29.7	3.9	5.2		73.9	58.7	1.2		58.7	59.9	133.9	
April	4/1 to 4/5		21.7				21.7						21.7	
	4/6 to 4/12	1.5	17.9				19.4	6.4			6.4	6.4	25.8	
	4/13 to 4/19	3.4	11.9				15.3	3.8			3.8	3.8	19.1	
	4/20 to 4/26	1.5	10.7		9.0		21.2	9.2			9.2	9.2	30.5	
	4/27 to 4/30	2.9			6.1	1.5	10.6	2.6	3.9		2.6	6.5	17.1	
April Total		9.3	62.2		15.2	1.5	88.1	22.0	3.9		22.0	26.0	114.1	
May	5/1 to 5/3	10.5		2.2	1.2		13.9		2.9			2.9	16.7	
	5/4 to 5/10	16.7		1.3		4.6	22.7	1.9	2.7			4.6	27.3	
	5/11 to 5/17	1.2				15.2	16.3	1.5	9.7			11.1	27.5	
	5/18 to 5/24		22.1	0.4		21.3	43.8		5.2			5.2	49.0	
	5/25 to 5/31	7.0	41.6		3.8	2.3	54.8						54.8	
May Total		35.4	63.7	3.9	5.0	43.4	151.5	3.4	20.4		3.4	23.8	175.3	
Grand Total		120.5	155.6	15.3	26.9	44.9	363.2	140.3	25.6		140.3	165.9	529.1	
							366.7	Hours: July to January June Estimate			633.2			
							160.0	Total NCACC Hours			859.1	1,385.8		

**CONSULTING AGREEMENT  
JOHNNA SHARPE, LLC**

**AMENDMENT #1**

This **AMENDMENT** is made and entered into effective the \_\_\_\_<sup>th</sup> day of June 2025 by and between the County of Caswell (“**County**”) and Johnna Sharpe, LLC (“**Consultant**”), who may further be referred to as “**Party**” and collectively as “**The Parties**.”

**RECITALS**

That **WHEREAS**, the **County** and **Consultant** have an existing Consulting Services Agreement (the “**Agreement**”) specifying services, terms and conditions under which the **Consultant** provides specified services outlined in Exhibit A, Section I of the Agreement.

**WHEREAS**, said **Agreement**, was officially signed by both **Parties** in March 2023.

**WHEREAS**, Section 3 – Compensation of said **Agreement** specified a not to exceed contract amount of \$55,000.

**WHEREAS**, the **Consultant** is engaged with the County to assist with audits and stabilizing its finance operations, and other operations as needed.

**WHEREAS**, since the agreement was entered into in March, the **County** has experienced turnover in Human Resources and Finance requiring the **Consultant** to spend more time than originally anticipated on human resource operations, payroll and audit work unable to be completed by the Interim Finance Officer because of her having to assume accounts payable responsibilities.

**WHEREAS**, the **Consultant** is the only person with knowledge of how to maintain the county’s human resources system and process employee transactions until the Human Resources Director position is filled and the time being spent on this activity was not anticipated.

**WHEREAS**, the not to exceed amount of the contract is not sufficient to cover the costs of the Consultant through June 2025.

**WHEREAS**, funds are available to increase the contract from salary savings from vacant positions.

**NOW, THEREFORE**, and in consideration of the continued services offered by the **Consultant** and agreed to by the **County**, the following section of Exhibit A is hereby amended.

**JUSTIFICATION FOR AND DESCRIPTION OF AMENDMENTS:**

1. **Total Contract:** The Consultant’s work with Caswell County is critical in being able to continue work on the FY24 an FY25 audits and ensuring that employee human resource records are properly processed. Based upon the unanticipated key staff turnover, Consultant provided more hours, which necessitates an amendment.

**Section II.** *Estimated Contract Not to Exceed through June 2025* is hereby amended based on final billings, to the amount of \$80,000.

All other rights, terms, and considerations currently contained in the **Agreement** remain in effect with the Amended Exhibit A incorporated by reference.

***IN WITNESS WHEREOF, the Parties execute this Agreement as follows:***

**Signatures**

County:       Caswell County  
  
                  By: Board of Commissioners Chair

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Consultant:   Johnna Sharpe, LLC  
  
                  By: Johnna Sharpe, CEO

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

***Pre-Audit Certificate***

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

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
Date

Maximum Amount to be Paid: \$80,000

General Leger Account: 1004130 519900



**AGENDA ITEM 12****COVER SHEET**Caswell County Board of Commissioners

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**meeting date:** June 16, 2025

**topic:** Caswell County Tourism Development Authority (CCTDA) FY25–26 budget approval

**attachment(s):** Caswell County TDA FY25–26 budget (approved 4/22/25 by TDA)

**fiscal impact:** There is no fiscal impact to the County's budget. The Occupancy Tax distribution has been included as part of the County's FY25–26 Budget Ordinance.

**staff comments or recommendation:** The CCTDA has prepared its budget for the upcoming fiscal year. It assumes annual collections of \$76,000 plus \$40,000 of accumulated fund balance. The estimated accumulated fund balance as of June 30, 2025, is \$145,000. The budget includes \$33,600 not yet allocated as a contingency.

**suggested action or motion:** Motion to approve the attached CCTDA's spending plan for FY25–26.

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**notes:**

# **Caswell County Tourism Development Authority Proposed Budget 2025-26**

## **REVENUE**

Estimated occupancy taxes for 2025-26\*

76,000\*

Account Balance

40,000\*\*

\*estimated increase for 2025-26

\*\*estimate as of budget meeting

Total

**TOTAL**

116,000

## **EXPENSES**

Software contract/subscriptions (Godaddy, website hosting, Microsoft)

1,000

Office Supplies

250

Marketing/Promotion TDA (Social Media paid campaign/print materials/advertising/promo items)\*\*

15,000

County Audit Fee

2,000

Mileage Reimbursement

500

Personnel (Contract/PT)

25,550

Reimbursement (phone and computer use)

1,200

Conferences

1,000

Directors and Officers Insurance

900

Grants/Sponsorships Tourism

35,000

Total Expenses

82,400

## **BALANCE**

33,600

Appropriation from fund balance

30,000

**BUDGET DETAILS:**

**Note:**  $2/3 \times \$70,000 = \$46,667$  (requirement per statute for funds spent in marketing/promoting tourism in county, budgeted to spend \$50,000 as noted so we will meet/exceed this requirement)

**Recommended Marketing Funds Divided as follows:**

Grants (~11 grants at \$2500 each)	\$27,500
Sponsorships (~2 at \$2500, ~5 at \$500)	\$ 7,500
Marketing & Advertising (see above & below)	<u>\$15,000**</u>
Total	\$50,000

**Marketing/Promotions for TDA:\*\***

Farm Tour Advertising	\$ 3,000
Social Media Paid Ads/rack card/bike tour map/printing	\$ 7,000
Giveaways/Banners/Display Items	\$ 640
Regional Print:	
Southside and Chatham VA Discover Mags; Then & Now Caswell	
¼ page (\$350 x 6) -	\$ 2,100
NCVA Media-Hyco Lake, SoBo Halifax & River City Area Mags	
¼ page (\$565 x 4) discounted 20% -	<u>\$ 2,260</u>
Total	\$15,000

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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:** June 16, 2025

**topic:** Danville/Caswell water and sewer services agreement amendment

*Presenter: Russell Johnston*

**attachment(s):** original agreement dated 5/24/90 (5 later amendments not included—not relevant to proposed changes)

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

**staff comments or recommendation:** This relates to the Firebird (Cherokee Tobacco) project slated for Pelham Industrial Park. Attorney Johnston and Firebird's attorney are proposing contract changes related to "2. TERM," (parts a. and b.) as marked in red in the attachment.

**suggested action or motion:** If the Board concurs with the changes, the suggested motion is to amend the original 1990 Danville/Caswell water and sewer services agreement as suggested by Attorney Johnston.

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**notes:**

THIS AGREEMENT, made this 24<sup>th</sup> day of MAY, 1990, by and between the CITY OF DANVILLE, VIRGINIA, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as "City," and CASWELL COUNTY, NORTH CAROLINA, a political subdivision of the State of North Carolina, hereinafter referred to as "County";

## W I T N E S S E T H

WHEREAS, the City owns and operates both a water treatment plant and distribution system and a wastewater treatment facility and collection system; and

WHEREAS, the County desires to provide water and sewer services to residential and commercial users within an area adjoining the City by operating and maintaining an independent water and sewer system that would be connected to the City's systems for water supply and for sewerage treatment; and

WHEREAS, the City is willing to provide water and wastewater treatment capacity to the County so as to permit the County to provide a water and sewer service to its residential and commercial customers but not to industrial customers; and

WHEREAS, the City currently has sufficient excess water and wastewater treatment capacities to provide such service to the County;

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, and subject to the terms and conditions herein contained, the parties hereby agree as follows:

## 1. DEFINITIONS.

As applied to the following words, terms, and abbreviations used in this Agreement, they shall have the following meanings:

a. City's wastewater treatment facility shall mean any arrangement of land, structures, other improvements, devices, equipment, or vehicles used for treating wastewater, including industrial waste water. (However, the provisions of Section 21 of this Agreement prohibit the inclusion of industrial wastewater in the County's wastewater to be treated by the City.)

b. Commercial customer shall mean any nonresidential user as to premises not included within the definition of an industrial user as defined in § 34.5-3 of the Code of the City of Danville, Virginia, 1986, as amended.

c. Industrial customer shall mean any nonresidential user identified in Division A, B, D, or E of the Standard Industrial Classification Manual.

d. Meter shall mean the two (2) master meters required under this Agreement, one for the water connection and one for the sewer connection.

e. Point of service shall mean the point at which water and wastewater treatment service is provided to the County and the point at which the water and sewer meters shall be located. It shall also be the point at which the responsibility for the operation and maintenance of the City's

and the County's respective systems are determined unless otherwise provided for in this agreement.

f. Residential customer shall mean a user who uses water for or discharges wastewater from premises used only for human residency.

g. Service area shall mean the area within the County to be served by the County.

h. Sewer Use Ordinance shall mean Chapter 34.5 of the Code of the City of Danville, Virginia, 1986, as amended, or any other chapter dealing with sewers and sewage treatment including any revisions and/or amendments thereto as may from time to time be adopted by the Council of the City of Danville, Virginia.

i. Wastewater, sewage, or sewerage shall mean a combination of the water carried waste from residences, business buildings, industrial establishments, and institutions together with such ground, surface, and storm waters as may be present. (However, the provisions of Section 21 of this Agreement prohibit the inclusion of industrial waste and wastewater, sewage, or sewerage in the County's wastewater to be treated by the City.)

2. TERM.

a. The term of this Agreement shall commence at 12:01 a.m. on the 1ST day of JUNE, 1990, and shall extend for an initial period of ten (10) years ~~and shall renew automatically for successive one (1) year terms unless terminated as herein provided.~~



~~b. This Agreement may be terminated by either party at any time after the initial term by giving the other party written notice three (3) years in advance of the effective date of such termination.~~

c. In the event the County has not initiated actual physical installation and construction by July 1, 1992 of the lines and facilities required to provide the services referred to and described herein, this Agreement shall become null and void as of July 1, 1992, unless otherwise extended by mutual agreement of the parties hereto.

3. SERVICE AREA.

The service area of the County shall consist of any area within the County.

4. POINT OF SERVICE.

The point of service for water shall be within the City at or near the Virginia/North Carolina border adjacent to or near Jenny Lane (formerly State Road 736), and for sewer where the sewer force main terminates at the existing City gravity sewer main at or near the Goodyear plant located on Goodyear Boulevard (formerly State Road 737), or as may be agreed upon by the parties hereto.

5. CONSTRUCTION REQUIRED TO PROVIDE SERVICES.

The parties hereto acknowledge and agree that certain water and sewer mains, metering devices, or other facilities will have to be constructed and installed in order for the City to provide and the County to accept the water and wastewater services provided for herein. The parties further

agree that all of the cost of such construction and installation needed for the City to provide water and wastewater services to the County shall be borne by the County, regardless of which side of the point of service such construction and installation will have to be made. Nothing contained herein shall prohibit third-party participation in these costs.

6. CONSTRUCTION AND INSTALLATION OF FACILITIES.

a. The construction and installation of all facilities, including master meters in either the City or the County which relate either to the water or wastewater services delivered to the County or to the water or sewerage service provided to residential and commercial users by the County, shall be designed to applicable standards and requirements of the respective State agency having jurisdiction over same. In addition facilities constructed within the City limits of Danville shall meet the specifications set by the City for similar facilities constructed within the City; and for facilities constructed in North Carolina, the City shall have the right to review facilities, components, and materials which potentially could impact the integrity of the system as it relates to the safety and health (i.e., backflow prevention devices, etc.) of Danville systems. The County will obtain the written approval of the City prior to the installation, operation, or maintenance of any such facilities, components, or materials. Specifications required by the City for facilities constructed or installed in the County shall not be

higher than those for similar facilities constructed within the City.

b. In the event that any of the facilities installed pursuant to this Agreement must subsequently be relocated for any reason the County shall bear the cost of such relocation. If the relocation appears necessary because of changes or improvements which the City proposes to make, the City will consult with the County beforehand in order to give reasonable consideration to alternatives which might avoid the need for relocation or minimize the cost to the County of such relocation. If the relocation appears necessary because of changes or improvements which the Commonwealth or the Federal government proposes to make, the City will consult with the County regarding a possible alternative which might avoid relocation or minimize the cost to the County of such relocation and request on behalf of the County that the governmental entity involved adopt such alternative.

c. An excavation permit must be obtained by the County from the City's Department of Community Development and Engineering in accordance with the provisions of Chapter 35 of the City Code prior to the installation of any water and/or sewer lines in City streets. After installation of such water and/or sewer lines in any such City street, the pavement, shoulders, and roadside ditches of any such street shall be restored to their original condition by the County in accordance with the provisions of the excavation permit and the provisions of Chapter 35 of the City Code

## 7. SIZE AND LOCATION OF FACILITIES.

a. The City in its sole discretion shall determine the size and location of all meters and other facilities within the City, unless specifically provided for herein.

b. The water main serving the County shall be located within the right-of-way of Jenny Lane (formerly State Road 736) from the Virginia/North Carolina line to its intersection with Goodyear Boulevard, the specific location of which shall be determined by the City, or at such other location as may be agreed upon by the parties hereto.

c. The sewer main serving the County shall be located within the right-of-way of Jenny Lane (formerly State Road 736) from the Virginia/Carolina line to its intersection with Goodyear Boulevard (formerly State Road 737) and then in the right-of-way of Goodyear Boulevard in an easterly direction along Goodyear Boulevard and shall connect to the existing gravity sewer main on Goodyear Boulevard at or near the Goodyear Plant, or at such other location as may be agreed upon by the parties hereto. It is agreed by the parties hereto that such sewer main may be a forced sewer main.

## 8. OWNERSHIP OF FACILITIES.

The County acknowledges and agrees that, upon construction, or installation of the facilities, including meters, within the City necessary for the City to provide water and wastewater services to the County and acceptance of same by the City, all water facilities and gravity flow sewer mains

shall become the property of the City without compensation to the County and shall remain the property of the City even if this Agreement is terminated or cancelled, regardless of the reason for the termination or cancellation. If this Agreement is cancelled all forced sewer mains located within the City shall immediately become the property of the City. The County further agrees to take whatever action and provide whatever documents are necessary to transfer to the City ownership and title to such facilities free and clear of all liens and encumbrances of any kind. All facilities located within the County shall be and remain the property of the County unless transferred by the County in connection with assignment of this agreement as herein provided.

9. CROSS CONNECTION DEVICE.

The County acknowledges and agrees that at the point of service where connection is made to the City's water system that a cross connection device shall be installed and that the cost of such cross connection device shall be borne by the County. The City reserves the right to determine the type of device installed.

10. OPERATION AND MAINTENANCE.

a. Unless otherwise provided for herein, the City and the County shall be responsible for the operation and maintenance of water and wastewater treatment (sewer) facilities on their respective sides of the point of service; provided, however, that the City shall maintain the meters, the cost of which maintenance shall be borne by the County.

Further, if the City, in its sole discretion determines that the size of either the water or sewer meters need to be changed and, therefore, a new meter installed, the County shall bear the full cost of the replacement meter less credit for the original cost of the meter replaced.

b. The County hereby requests and the City agrees that the City shall maintain all of the forced sewer main located within the City and owned by the County and the County agrees to reimburse the City for the cost of repairs and any expenses relating thereto, including any cost incurred as a result of a break to the sewer forced main. It shall be the responsibility of the County to notify the City of any needed maintenance provided, however, in the event a break occurs to a sewer forced main owned by the County but within the City the City shall have the right to make emergency repairs to such force mains without prior notice from the County.

11. READING THE METERS.

The City shall be responsible for reading the water and sewer meters; however, the County will be granted access to the meters to verify such readings upon reasonable, advance notice to the City.

12. BILLING, PAYMENT, AND RECORDS.

a. The County will be billed on a monthly basis for both the water and sewer reserved capacity charges as well as the actual usages based upon the City's standard water and wastewater service charges in effect at the time of the effective date of this Agreement and as may be amended from

time to time by the City Council. The County will be deemed a water and wastewater service customer of the City and subject to all of the provisions of the rate schedules and ordinances of the City except as otherwise set forth in this Agreement. The County shall specifically be subject to the water and sewer reserve capacity charges as well as charges for actual usage.

b. The County shall be billed for the water and sewer reserved capacities at the time the facilities required to make such capacities available to the County have been completed; provided, however, that in the event construction of these facilities has been initiated but has not been completed prior to July 1, 1992, the County agrees to begin compensating the City for the reserved capacities as of July 1, 1992.

13. TESTING, INSPECTIONS, ETC.

The County agrees to pay for any testing, inspection, or other cost, including the cost of any facility or process that may be necessary to meet the requirements of North Carolina regulatory agencies which are above and beyond the requirements of Virginia regulatory agencies.

14. SEWER USE ORDINANCE.

a. The County agrees that prior to receiving any services provided by this Agreement it will adopt an ordinance which will contain provisions identical to the applicable provisions of the City's Sewer Use Ordinance and will appropriately enforce such ordinance. The County further agrees that if the City makes any changes in the provisions of

its Sewer Use Ordinance due to changes in Virginia and/or federal law or for any other reason, the County shall promptly amend its ordinance or ordinances to include such provisions and enforce the ordinance or ordinances as amended.

b. The County shall provide the City with responses to any surveys which the City in its sole discretion deems necessary in order to comply with the provisions of its own Sewer Use Ordinance or with the provisions of Virginia or federal law.

15. CUSTOMER INFORMATION.

The County agrees to provide the City with a list of the types and number of customers being provided water and sewer services by the County within thirty (30) days of the end of each calendar quarter. The list will be in the format and contain such information as may be required by the City.

16. CAPACITIES PROVIDED.

a. It is hereby agreed that the City will reserve for and provide the County 100,000 gallons per day capacity for potable water and 100,000 gallons per day capacity for wastewater treatment (sewerage treatment).

b. It is hereby agreed and understood that the County hereby reserves the right to request either an increase or a decrease in the reserved capacities as herein provided.

c. At such time as actual volume of usage by the County reaches eighty (80) percent of either the water or wastewater treatment reserved capacity or both, the County shall notify the City of same and within sixty (60) days



thereafter advise the City if it desires additional reserved capacity in the City's water and/or wastewater facilities in excess of that provided for in Subsection a. above. If the City's water and/or wastewater treatment facilities lack the capacity to reserve additional water and/or wastewater treatment capacity to the County, the County may accept additional water and sewer customers until such time as the County is using ninety-five (95) percent of the capacity being reserved by the City for it under this Agreement. At that point the County will not permit additional customers to connect to its system. The additional five (5) percent of water and wastewater treatment capacity reserved by the City for the County will be reserved by the County for the possible increased usage of its existing customers.

17. INTERPRETATION OF AGREEMENT.

This Agreement and any of its terms and conditions shall be construed and interpreted in accordance with the applicable laws of the Commonwealth of Virginia.

18. ASSIGNMENT OF AGREEMENT.

It is hereby agreed that if the County determines that its water and sewer system should be operated by another political subdivision, this Agreement may be assigned to such entity upon prior approval by the City. However, any such assignment shall not relieve the County of the requirement to maintain in existence and enforce an ordinance applicable to such water and sewer system which

contains provisions identical to those in the City's Sewer Use Ordinance.

19. SEVERABILITY.

If any provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.

20. NOTICES.

Any notice required by this Agreement shall be sent to the following:

a. To the City:

City Manager  
City of Danville  
P.O. Box 3300  
Danville, Virginia 24543

b. To the County:

County Manager  
Caswell County  
P.O. Box 98  
Yanceyville, North Carolina 27379

21. PROHIBITION OF INDUSTRIAL CUSTOMERS.

a. It is expressly understood and agreed by the parties hereto that the County shall not now or in the future provide either water or sewer services from its system directly or indirectly to any industrial customer nor shall it permit any user to discharge wastewater containing toxic or poisonous substances or other substance which causes interference in the City's publicly-owned, treatment works.

b. Upon discovery by either the County or the City of a user discharging wastewater containing toxic or poisonous substances or other substance which causes interference in the City's publicly-owned, treatment works the County shall within forty-eight (48) hours of such discovery terminate the user's sewer service or to cause such discharge to cease.

c. Should the County permit an industrial customer to connect with the County's water or sewer system so as to make use of either the water or wastewater treatment capacity provided by the City or fail to terminate or cause the above prohibited discharge to cease, the City will have an absolute right to immediately terminate this Agreement upon written notice. The provisions of Section 2 shall not apply.

22. REGULATORY APPROVALS.

This Agreement, as well as all construction plans and specifications, if required, shall be subject to the approval by applicable regulatory agencies. This Agreement is made subject to the jurisdiction of any governmental authority or authorities having jurisdiction in the premises. Each party expressly recognizes that the other party herein shall, at any time and from time to time, be entitled unilaterally, to take such action before, or make such filings with, any governmental authority or authorities, or regulatory agency, having jurisdiction as such party shall deem proper.

## 23. LIABILITY.

a. In no event shall either party be liable to the other for any special, indirect, incidental, or consequential damages whatsoever, except that the foregoing shall not apply to any promises of indemnity or obligations to reimburse the parties expressly set forth in this Agreement.

b. Neither party shall be liable to any third party for the failure of the other party to perform its obligations hereunder.

## 24. FORCE MAJEURE.

The parties hereto shall be excused from performing hereunder and shall not be liable in damages or otherwise if and to the extent that they shall be unable to perform, or are prevented from performing, by the following "force majeure" events: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockages, boycotts, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests, and restraints (either economic or physical) of government, civil disturbance, explosions, and other causes not within the reasonable control of the party claiming force majeure, and which by the exercise of reasonable diligence such party is unable to prevent, mitigate, or overcome. Any party claiming force majeure shall use its best efforts to resume in full its performance under this Agreement as soon as possible.

25. SALE OF EXCESS WATER AND WASTEWATER  
TREATMENT CAPACITY.

The County recognizes that under the laws of the Commonwealth of Virginia, the City has the power and authority only to sell to the County under this Agreement its excess water and wastewater treatment capacity. Therefore, the County recognizes that the City must and does reserve the right to provide adequate water and wastewater treatment service to its own current customers, including industrial customers, as well as future customers who connect with the City's water and wastewater treatment facility.

26. MODIFICATIONS.

This Agreement may not be modified or amended except in writing signed by or on behalf of both parties by their duly authorized officers.

27. SPECIFIC PERFORMANCE.

Without regard to the requirements or other provisions of this Agreement, in addition to any of the rights and/or remedies referred to in this Agreement, either party shall have the right to obtain specific performance by such other party of any of such other party's obligations under this Agreement.

28. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed an original but together shall constitute a single instrument.

## 29. APPROPRIATIONS NEEDED.

The City of Danville, as a municipal corporation of the Commonwealth of Virginia, and Caswell County, as a political subdivision of the State of North Carolina, are obligated and bound by the terms of this Agreement only to the extent that funds are lawfully appropriated therefor and are allocated and available to finance their respective obligations hereunder. In the event that and at such time as funds have not been appropriated or are not allocated or available to finance the City's or the County's obligations under this Agreement, then the City nor the County shall not be liable for any obligation under this Agreement. A failure of either party to perform its obligations under this Agreement as the result of the non-appropriation or unavailability of funds shall immediately terminate the Agreement and cancel the obligations of the other party.

## 30. COUNTY FACILITIES IN CITY STREETS.

The parties understand that the County will have to acquire an easement or franchise pursuant to the provisions of § 15.1-307 et seq. of the Virginia Code for sewer lines and water lines or other facilities owned by the County located over, under, or along City streets beyond the point of service.

## 31. WAIVER OF RIGHTS.

No action or failure to act by either the City or the County shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or

failure to act constitute an approval of or an acquiescence in a breach hereunder.

IN WITNESS WHEREOF, the City and the County have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

CITY OF DANVILLE, VIRGINIA

By: 

Charles F. Church  
City Manager

ATTEST:

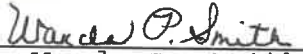
  
Deputy City Clerk

CASWELL COUNTY, NORTH CAROLINA

By: 

Gordon G. Satterfield  
Chairman

ATTEST:

  
Wanda P. Smith  
Board Clerk

North Carolina, Caswell County

Filed for registration in the office of Register of  
Deeds of Caswell County at 1:32 P.M. on  
the 30th day of May 19 90 and  
recorded in Book 260 Page 626

MARY LEE CARTER

Register of Deeds

By:   
Assistant Register of Deeds

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





# AGENDA ITEM 14

## COVER SHEET

Caswell County Board of Commissioners

**meeting date:** June 16, 2025

**topic:** Construction of training facility and firing range

**attachment(s):**

- material previously presented 5/5/25
- proposed MOU and Interagency Agreement

**fiscal impact:** —

**staff comments or recommendation:** At the 5/5/25 BOC meeting, Sheriff Tony Durden and Instructor Clayton Myers presented information about the requested training facility and firing range proposed at the Caswell County Landfill. The latest step of consideration involves a Memorandum of Understanding (MOU) and Interagency Agreement between the Caswell County Sheriff's Office and the County, and the purpose is to set forth the terms and conditions related to the safe and appropriate use of the facility.

The proposed location is at Landfill Road in Yanceyville, which is owned by Caswell County. The desire is to build a training facility and maintain and staff it to afford officers of the Caswell County Sheriff's Office appropriate firearms training, along with other training uses appropriate for the location. It is beneficial to public safety to provide officers with a local facility.

**suggested action or motion:** If the Board wishes to move forward, a motion to approve the training facility and firing range as proposed, along with the Attorney-vetted MOU and Interagency Agreement, would be appropriate.

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**notes:**

## Caswell County Sheriff's Office

### Firing Range/Training facility Plan

The purpose of this document is to outline the vision and reason for a Firing Range/Training Facility in Caswell County. This facility will be used by the Caswell County Sheriff's Office for the purpose of completing the required yearly firearms qualification as well as other training to better our services to the citizens of Caswell County.

This idea arose due to a conflict with our yearly firearms training in 2024. Under normal circumstances our office would use the firing range at Dan River Work Farm for our yearly qualifications. In 2024 that was not possible due to the range being closed for repairs, this caused us to have to reach out to surrounding agencies to see if there was a range that we could use. Person County Sheriff's Office agreed to allow us to use their range, and we were able to agree on a date, we still had to share it with another agency on the agreed date. Using this range caused some officers to have to drive over an hour to get to the range as it is on the Granville County side of Person County. Also, we received new information from Dan River Work Farm on new regulations of their range, which included that no round larger than a .357 caliber handgun and a .556 rifle round could be shot without special permission.

With the growing population in the county and the climate of law enforcement across the country changing, we believe that training is paramount in providing the best law enforcement actions possible for Caswell County residents. This facility will not only be used as a firing range but as a facility for other types of training that do not involve firearms, also it can be used as a staging area when we have large operations that bring multiple agencies to the county that need to remain covert. Future plans, as we are able, are to open this up to become a Public Safety training facility that would benefit Fire Departments as well as EMS.

This plan will come at very minimal if any cost to tax payers. Dirt for construction is coming from a bridge project that DOT is completing in the county. All work for construction of the berm will be completed by Forestry/Solid Waste Department with equipment onsite. If there are any costs it would be for gravel or millings for a parking area and for signs /gates protecting people from coming to the facility when in use. All manual labor needed as far as installing cables and gates will be completed by county employees.

Attached is a detailed plan for different aspects of the facility and its effects on soil cap, Ground Water Wells, and Gas vents. Also maps for location reference and a Decibel test completed by the County Planner.

Caswell County Sheriff's Office  
Firing Range/Training facility Plan

**Location:** This range is proposed to be constructed in the middle of a 166-acre property owned by the County of Caswell and will run parallel to Hwy 86 N. (Map attached)

**Proposed Dimensions:** 120 ft wide and 300 ft long

**Times of use:** This area will be used for multiple types of training to include live fire qualification in compliance with state law regarding the use and carry of law enforcement weapons. It will not be used every day or every month, but we are required to qualify with firearms at least once a year. Other training uses will not include live fire and will also consist of "silent" type training events such as traffic stops, vehicle searches, and also for staging for large law enforcement operations.

**Calibers of firearms used:** .308, .380, 9mm, .40, .45, .223, 5.56, 12GA

**Noise Levels:** Decibel readings were compiled by the County Planner on 11/13/2024 at approximately 2:00 pm. During this testing the County Planner took decibel readings from three different locations around the proposed site. These readings were taken with 12 officers firing at once using department issued 9mm pistols, 12 GA shot guns, and 5.56 rifles. The results of this test are attached.

**Construction:** The proposed range will consist of a berm which will have a main berm and side berms. The main berm will be at least 18 ft high and side berms will be a minimum of 8ft high. The side berm will be 947 ft from the closest property line, the front main berm is 1743 ft from any property line to the north and the proposed rear of the range will be 1225 ft from any property line to the south. Trees and low-level erosion control vegetation, grass and erosion control fabric will be put in place to help with soil erosion. There will also be gravel or millings placed down for a parking area.

**Soil Cap/Ground Water Wells:** There will be no penetration of the current soil cap. The proposed location will not be on the regulated landfill cap. The closest cap edge will be over an estimated 150 yards from the range. Fill dirt will be provided and brought from DOT projects in the county for any leveling and berm construction as needed. There is already an existing driveway in place that is used by landfill employees to gain access to the location. Driveways into the Ground Water Wells and regulated landfill cap will be blocked off by the use of a gate or posts and cables with a do not enter sign so that vehicles cannot access those areas. Vehicle access areas will be provided for testing and maintenance.

**Gas vents:** The County Solid Waste Director currently monitors gases and completes an LFG gas report every quarter. These reports are kept and are audited every few years by the State. These reports are sent to an environmentalist with SM&E Engineering to review and if there are any concerns they report to Solid Waste Director and they come up with plan to correct.

80  
Firing Range PROPOSAL

Sound Meter Decibal Readings

7567 HWY 86N

Attempt 1

Date: 11/13/24

Time:

Weather: Clear, SUN, WINDS 6-7 MPH  
ENE

READING: 53.9

Notes:

12 - 9mm handguns

124 gr Duty Ammunition

135 Pine Ridge Rd

Attempt 4

Date: 11/13/24

Time:

Weather: Clear, SUN, WINDS 6-7 MPH  
ENE

READING: 57.2

Notes:

12 - 9mm handguns

124 gr Duty Ammunition

7567 HWY 86N

Attempt 2

Date: 11/13/24

Time:

Weather: Clear, SUN, WINDS 6-7 MPH  
ENE

READING: 48.1

Notes:

12 - 12ga shotguns firing 00Buck

Duty ammunition

135 Pine Ridge Rd

Attempt 5

Date: 11/13/24

Time: 14:30

Weather: Clear, SUN, WINDS 6-7 MPH  
ENE

READING: 52.8

Notes:

12 - 12ga shotguns firing 00Buck

Duty ammunition

7567 HWY 86N

Attempt 3

Date: 11/13/24

Time:

Weather: Clear, SUN, WINDS 6-7 MPH  
ENE

READING: 50.6

Notes:

12 - 5.56 Patrol Rifles firing 55 gr.

Duty ammunition

135 Pine Ridge Rd

Attempt 6

Date: 11/13/24

Time:

Weather: Clear, SUN, WINDS 6-7 MPH  
ENE

READING: 46.5

Notes:

12 - 5.56 Patrol Rifles firing 55 gr.

Duty ammunition

7567 HWY 86

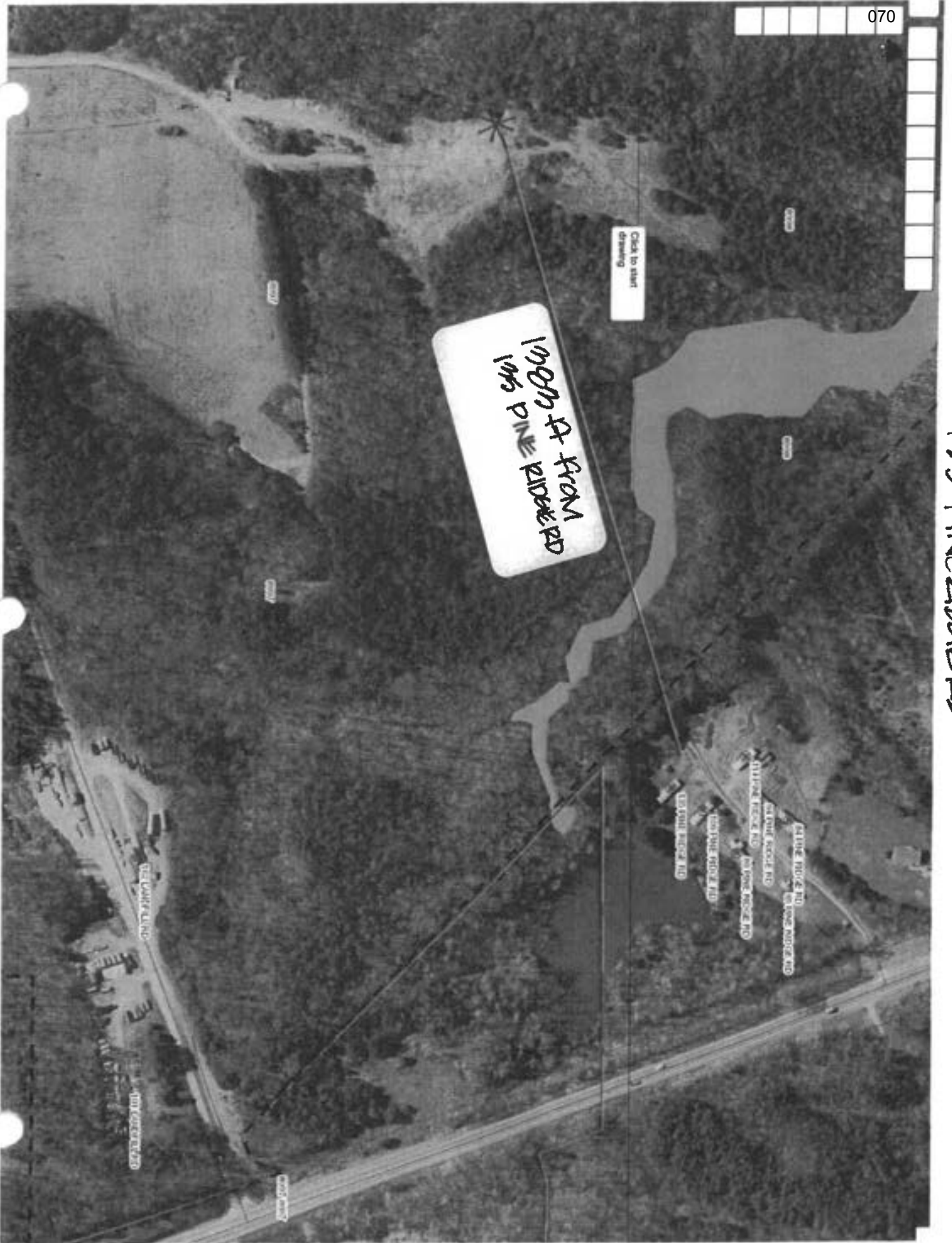
2182 ft from  
7567 HWY 86



1700 PINEBARK RD

Click to start drawing

1700 ft from  
1700 PINEBARK RD



## North Hills Rd

Attempt 7

Date: 11/10/24

Time:

Weather: Clear, Sun, Winds 6-7 mph ENE

READING: 45.4

Notes:

12 - 9mm handguns  
124 gr Duty Ammunition

Attempt 10

Date:

Time:

Weather:

READING:

Notes:

## North Hills Rd

Attempt 8

Date: 11/10/24

Time:

Weather: Clear, Sun, Winds 6-7 mph ENE

READING:

Notes:

Traffic Noise was  
as high or higher.12 - 12ga shotguns firing 00Buck  
Duty ammunition

Attempt 11

Date:

Time:

Weather:

READING:

Notes:

## North Hills Rd

Attempt 9

Date: 11/10/24

Time:

Weather: Clear, Sun, Winds 6-7 mph ENE

READING: 52.4

Notes:

12 - 5.56 Patrol Rifles firing 55 gr.  
Duty ammunition

Attempt 12

Date:

Time:

Weather:

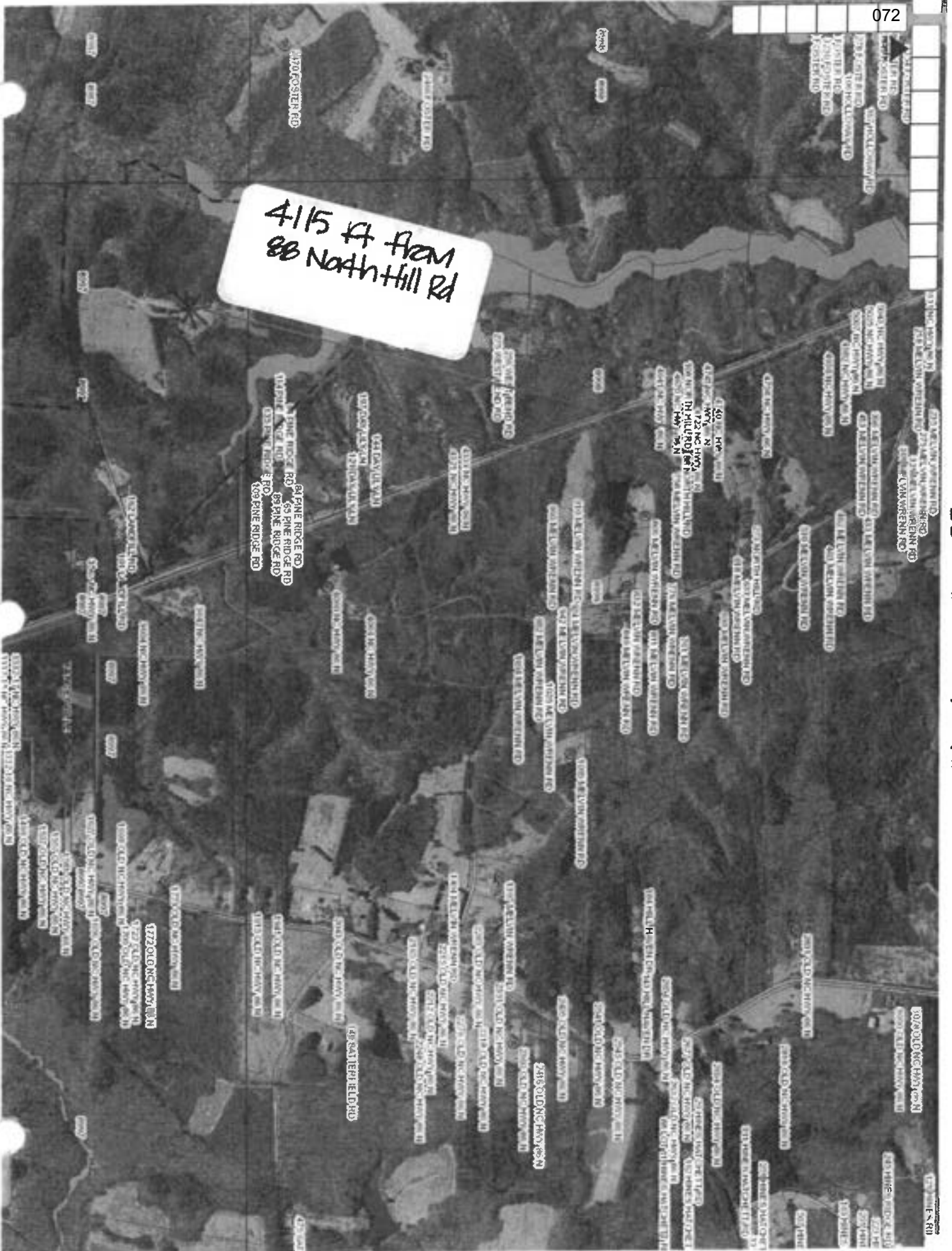
READING:

Notes:

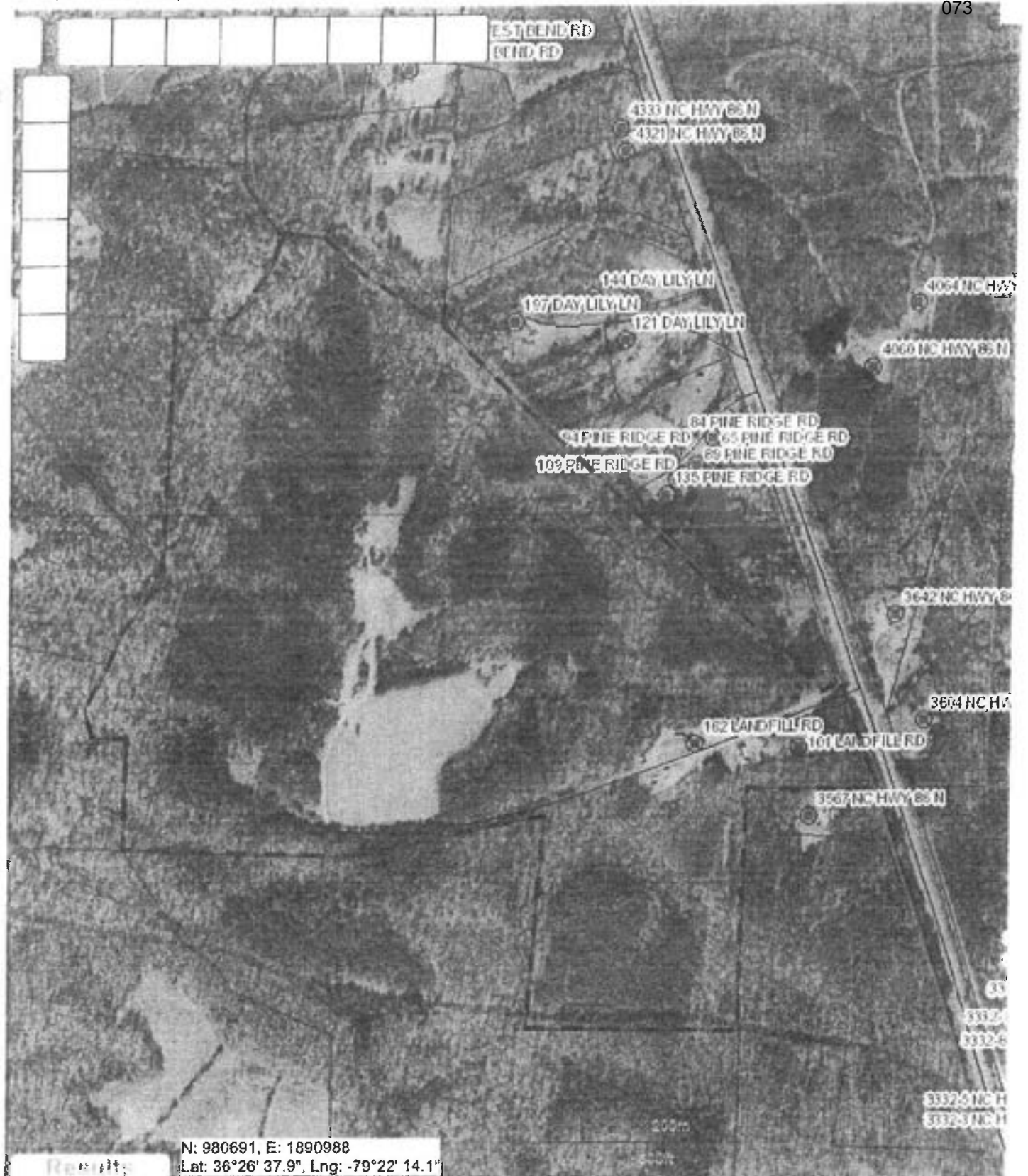


88 NORTH HILL RD

4115 ft from  
88 North Hill Rd

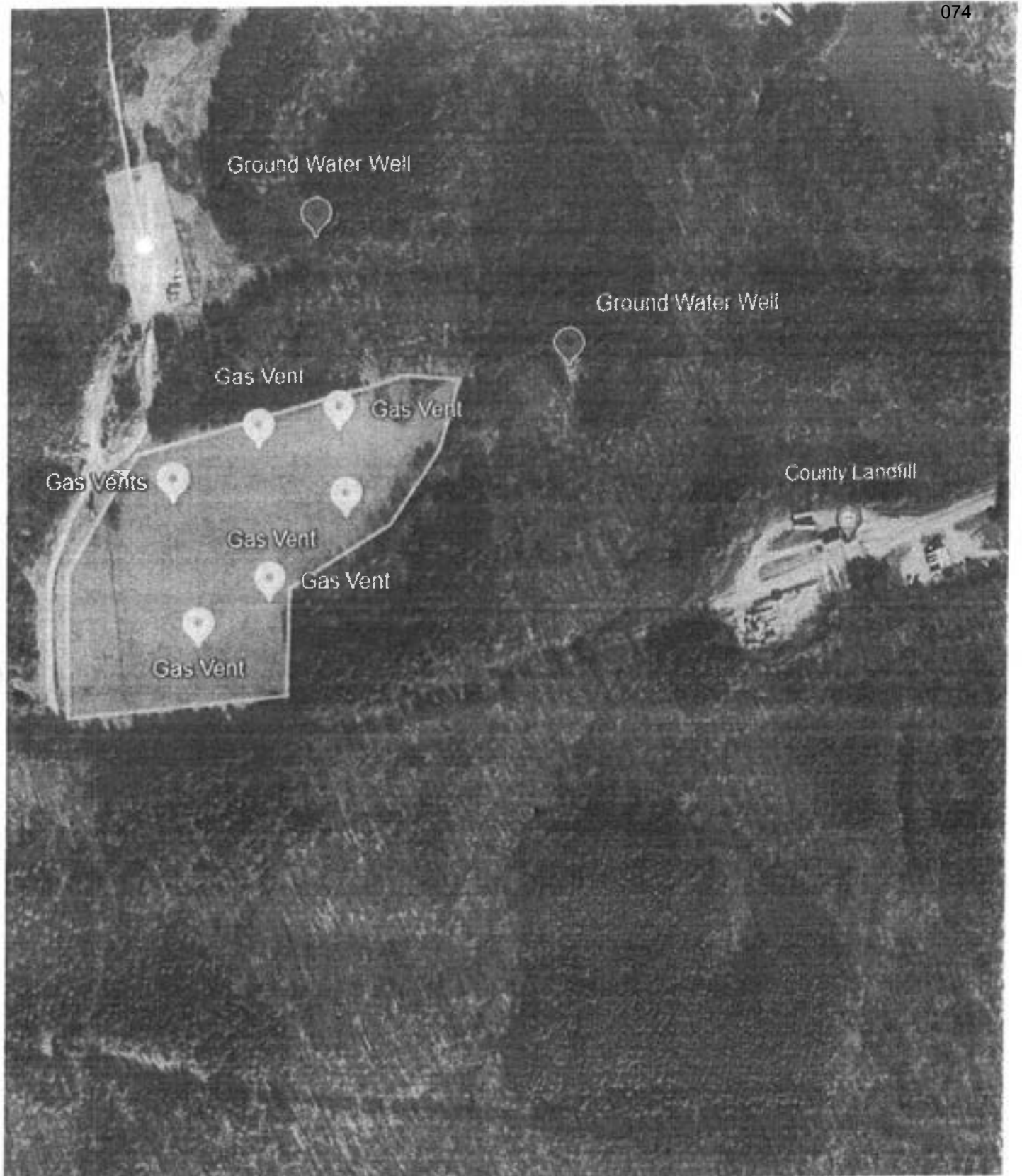




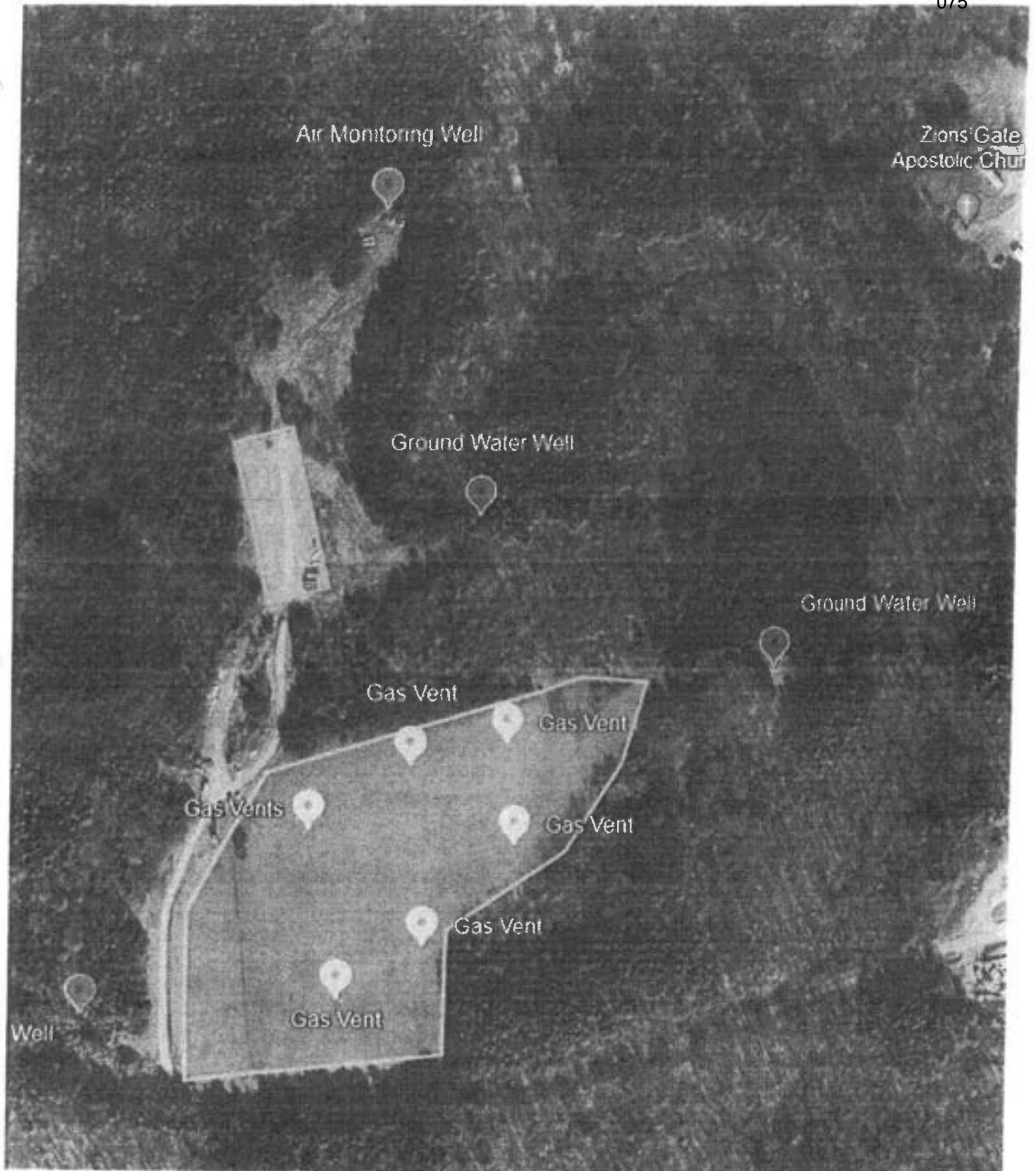


161.98 AC

1

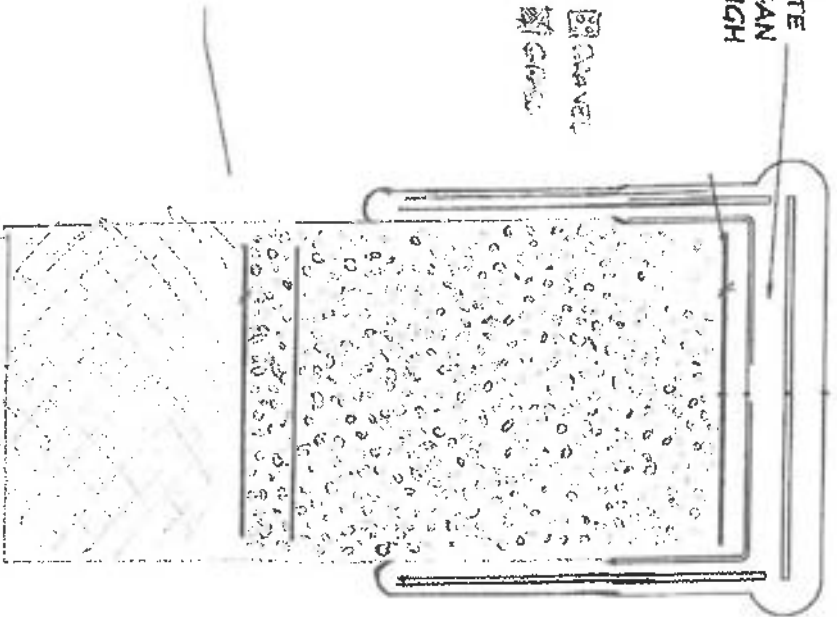


2



3

HEIGHT OF THE  
BACKSTOP IS SITE  
SPECIFIC AND CAN  
BE UP TO 20' HIGH



FOR CROSS-SECTIONAL PROFILE AND MORE  
INFORMATION ON BACKSTOPS AND SIDE BERMS,  
SEE DRAWINGS 1/A4 AND 2/A4 IN DRAWING A4

## TYPICAL RIFLE & PISTOL RANGE

NOT TO SCALE

IF TARGETS ARE NOT PLACED NEAR THE  
BACKSTOP, ASSURE THAT THE TARGET HEIGHT  
IS SUCH THAT BULLETS PASSING THROUGH THE  
TARGET WILL STRIKE THE BACKSTOP.

IT IS CONVENIENT TO PROVIDE PARKING  
DIRECTLY BEHIND THE FIRING LINES.

FOR SHOOTER COMFORT, FIRING LINES MAY BE  
FITTED WITH SHADE STRUCTURES, AS SHOWN  
IN DRAWING A3.

Sheet: 1 of 10

A1

NRA

NATIONAL RIFLE ASSOCIATION  
11250 WAPLES MILL ROAD  
FAIRFAX, VIRGINIA 22036

SCHEMATIC RANGE DRAWINGS

FOR THE

NRA RANGE SOURCE BOOK

DRAFTED BY: BRASSEUR & DROBOT ARCHITECTS, P.A.

TYPICAL OUTDOOR  
RIFLE & PISTOL  
RANGE

SIDE BERMS ARE PARALLEL TO THE LINE OF FIRE

BACKSTOPS ARE DIRECTLY IN THE LINE OF FIRE

ALL SHOOTING IS DIRECTED TOWARD THE BACKSTOP  
BACKSTOPS COLLECT AND HOLD THE BULLETS FOR RECLAMATION

SURFACE IS MAINTAINED FREE OF LARGE ROCKS  
CORE MATERIAL MAY BE BROKEN CONC. OR ROCK

SIDE BERMS MAY BE CUT INTO A NATURAL HILL

## 1/A4 SIDE BERM

NOT TO SCALE

THE PURPOSE OF A SIDE BERM IS TO PROTECT ADJACENT AREAS OF THE RANGE, IF NEEDED. THE HEIGHT OF A SIDE BERM IS MAINTAINED AT 8".

SLOPES FOR BACKSTOPS AND SIDEBERMS TEND TO STABILIZE AT AN ANGLE OF ABOUT 30 TO 35 DEGREES, WHICH IS THE NATURAL ANGLE OF REPOSE OF MOST SOILS. THIS CORRESPONDS TO A SLOPE OF 1 TO 1.5 RISE OVER RUN.

## 2/A4 BACKSTOP

NOT TO SCALE

SURFACE IS MAINTAINED FREE OF LARGE ROCKS

MAIN IMPACT AREA

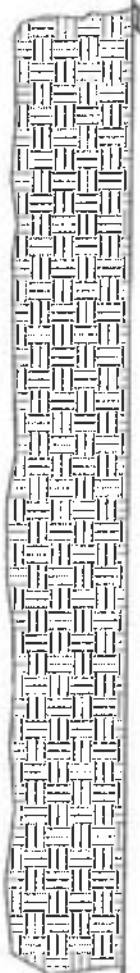
CORE MATERIAL MAY BE BROKEN CONC. OR ROCK

ASSURE THAT TARGETS ARE PLACED SO THAT BULLETS THAT PASS THROUGH THE TARGETS WILL STRIKE THE BACKSTOP.

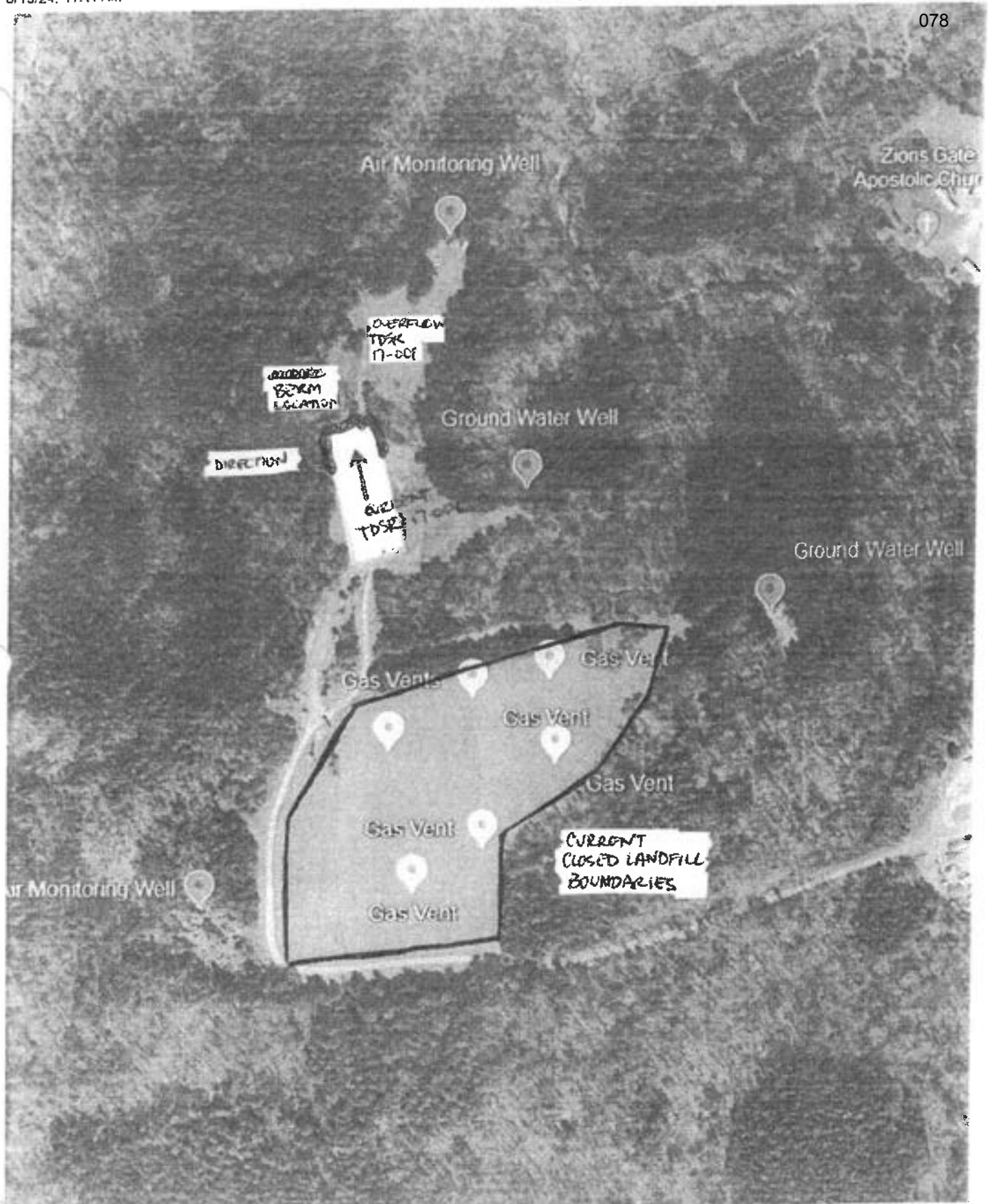
THE BACKSTOP HEIGHT IS SITE SPECIFIC AND CAN BE UP TO 20' HIGH

SEE ABOVE FOR INFORMATION ON BACKSTOP SLOPE

BACKSTOPS MAY BE CUT INTO A NATURAL HILL







## Potential Range Cost

	Item	Amount	Vendor	Cost Per	Total	Comments
1	14' Gate	1	Tractor Supply	\$179.00	\$179.00	
2	6x6x8 Posts	2	Lowes	\$29.28 each	\$58.56	For mounting the gate
3	Steve Harris - Foreman			\$40.00/hr		
4	Erosion Fencing	400'/4	Lowes	\$47.98 each	\$191.92	
5	Grass Seed	80#/2	Lowes	\$72.48 each	\$144.96	Contractor Blend 40# bags
6	Galvanized pipe straps	60	Lowes	\$1.12 each	\$67.20	For target bracket pipe
7	PVC Pipe Schedule 40	10'/3	Lowes	\$17.74 each	\$53.22	For target holders
8	Railroad ties	60	Lowes	\$25.00 each	\$1,500.00	For target base and retention
9	Plastic 55 gal drums	20				Barriers/simulated cover
10	Target Sticks	200	Lowes	\$1.58 each	\$316.00	1"x2" Furring strip 8' long
11	Screws	2	Lowes	\$9.98 each	\$19.96	#8 x 2" Wood screws 129ct
12	Rebar	24	Lowes	\$4.98 each	\$119.52	For securing Ties to the ground
13	Dirt	A LOT	State	Free	Free	For the the berms
14	Labor		State/County	Free	Free	Sweat Equity
15	Light Poles		Duke Power			
16	Power		Duke Power			
17	Fuel for equipment					
18	Unforeseen Expenses				\$1,000.00	

We can also source a lot of this through Ace Hardware to keep it local if need be, just the cost will be slightly higher.

Gravel Estimated 30 truck loads for the range

Additional 20 truck loads for a parking area

Millings are \$250 a load, if the supplier loads and delivers 30 loads it's \$10,500-\$11,500

Gravel is A LOT higher. Normal truck load is 18-22 Tons

Millings are \$14 a ton plus delivery

Gravel is \$26 a ton delivered if the project is started before 12/31. If we wait until after 12/31 we have to requote the gravel



Can you provide answers to the following?

- The location of the range at the landfill – The location of the range is on the back side of the property, in the middle of the 166 acre property, situated to run parallel with NC HWY 86N
- Sketches, drawings, concept of the shooting range facility showing the range, buildings, berm(s). – Drawings were provided to the county commissioners detailing the exact location and the proposed dimensions. The county firing range ordinance details minimum requirements and we plan to exceed all of their requirements. Example, cannot be within 400' of an occupied dwelling, 100' from all property lines, berms must be at least 10' and side berms must be at least 8', etc. There are no plans for building or purchasing a structure at this time. Dimensions proposed are 120' wide by 150' long
- Daily schedule – what times will it be available for use and when will it be prohibited from use? – There is no proposed daily schedule since the area will not be used for shooting every day. The proposed area is desired to be used as a training area for everything to include live fire shooting.
- How many days is it anticipated the range will be used in an average week? Month? 1-2 days per month Year? 12-24 days per year
- What types/calibers of firearms and explosives/ammunition will be used? – typical law enforcement weapons. Largest caliber is .308. We have 1 .308 weapon and 2 officers authorized for its use so very minimal .308 rounds. The primary calibers will be common handgun rounds, .380, 9mm, .40, .45. It also needs to be noted that this proposed location is a designated explosive detonation location for the state. There have been 3 instances where explosive devices have been detonated by the State Bureau of Investigation Bomb Squad and no complaints or concerns have been reported.
- What are the expected peak noise duration and levels? – We conduct both day and night fire for qualification once per year which is required by the state. We shoot half of the department one day and the other half on another day, depending on the individual's success, some officers qualify in 80 rounds (40 day, 40 night) some need additional attempts. Night fire is conducted in the winter when its dark at 5pm and shooting is typically completed prior to 2100hrs.
- Will noise levels be monitored and recorded? – Decibel metering has already taken place in the proposed location and while shooting the .308, the decibel reading from the shooters position was 115dB. The sound was not recordable as close as the main gate. The sound from the traffic on 86 was louder. The county ordinance only requires the sound to be below 90dB. Daily operations at the convenience sight from machinery and collection boxes being banged around, loaded and unloaded is louder. Yes, you are going to hear the shooting, I am not trying to hide that fact, but there are other louder noises that you have come to understand and accept and don't pay attention to. We have conducted test fires with the .308 and 5.56 and the residents we had outside of their residence could hear it but could not hear from inside of their residence. This was done even without the high berms and sound was limited. Once the berms are constructed this sound will be reduced even more.
- Is vegetation, landscaping, or structures planned to reduce noise? – Vegetation is planned. The berms only required to be 10' our plan is for them to be almost twice the required height at 18'. Structures will cost money and we are trying to keep the financial impact to the Sheriff's Office low. The minimum will be trees and low-level erosion control vegetation to also absorb sound. Once construction is completed, we have discussed planting trees at the rear to also create a natural buffer behind the shooters to lower noise as well.
- Will operations be suspended if atmospheric conditions attenuate noise levels (e.g., low cloud cover)? – There are no plans to suspend operations since law enforcement

personnel work in all conditions and therefore training is training. We will make the determination if the weather conditions are obviously safe for training or not and will adjust accordingly

- What specific training/practice can be accomplished at nearby shooting ranges that would reduce use of the proposed range? – None of our current required training can be conducted on other in county ranges without special accommodations and considerations. Due to the fact we are required to conduct what's called a combat course where we need to drive patrol vehicles onto the range and also, we are required to complete our night fire evolution using blue lights and strobe lights and we use vehicle to accomplish it. The Wildlife range requires all firearms to be cased or tabled, no law enforcement courses of fire are completed from a case or table. This range also requires the shooter stand in a stationary position and the targets be moved to change distances, this is unfeasible for law enforcement qualification. Only 5 shooters are allowed to shoot at a time. This proposed range is going to be used for qualification and training. Law enforcement firearms is a highly controversial part of the job, proper sustainment training needs to be conducted periodically to maintain an officer's proficiency and confidence in his/her weapon. Ranges at Virginia International Raceway are only available when the government isn't on them, there is a cost associated with their use, and we cannot shoot past 7:00PM unless our weapons are suppressed. Ranges capable of our requirements are outside of the county which requires additional cost for salaries, drive time, wear and tear on vehicles, half of the available personnel out of the county or even out of the state.
- What specific training/practice cannot be accomplished at nearby shooting ranges that would require building the proposed range? – See above
- What ammo and weapons cannot be used at nearby shooting ranges that would be required at the proposed range? – According to the DAC-SOEH-200-02 document from the North Carolina Department of Adult Correction states, no handgun caliber to exceed .357 magnum firepower shall be permitted. No rifle to exceed .223 shall be fired without special permission, shotgun ammunition up to 1oz. Slug. Wildlife range does not authorize full auto operations either. We currently have full auto weapons and certain officers are trained and authorized for their use and they need to train on them.
- What alternatives have been considered (expanding/modifying or co-locating at nearby ranges, virtual training, training aids, laser training systems, etc)? – The perception of this proposed project needs to change. Everyone hears "FIRING RANGE" and everyone automatically thinks or perceives a group of people standing out there everyday shooting thousands of rounds of ammunition from sun up to sun down. This area will be used as a training area where we can conduct other training efforts other than live fire. Scenario based training, K9 training, Simmuntions or Force on Force, and drone training just to name a few. All of these other as you put it "virtual and laser training systems" also cost additional monies that are not provided. We are very limited on the amount of money we have for training ammunition so we cannot afford to shoot every week or even every month. I get very creative with training methodologies that do not require live ammunition but there is no substitution for actual live fire training.
- As an experienced training coordinator and both a State and Federal certified weapons and tactics instructor of close to 20 years, my best guess would be at a maximum 1-2 days of live fire per month but the area would be used for things other than live fire 6-8 days per month. Out of a 12 month or 365-day calendar period we anticipate 12-24 days of live fire per year for the department.
- What is the cost estimate for the range (construction, utilities, maintenance, staffing [RSO?], administration, lead reclamation)? – On the high side the most minimal cost would be less than \$3000 to get the range or the area useable. Working for the county

we are forced to do more with less and I am doing everything I can to minimize the cost. Minimal requirements would include, erosion control fabric, grass seed, target structures, etc.

- We would also install additional signage, visible warning lights, flags and gates to prevent someone inadvertently driving through the open convenience site and to the range area.
- The dirt is being given free of charge from construction projects here in the county. If we decide to put down gravel or millings, the cost will be higher providing that I cannot get the millings from road projects donated or purchased at a reduced rate. State agencies (Forestry and DOT) are providing their equipment and operators to complete the machinery work.
- We would use porta-jons for immediate bathrooms or if needed we are pretty close to town, officers could return to the office. The DOC range did not have bathroom facilities on site either. We will work with the Solid Waste Director for the use of the state surplus generators that are on site if and when we need power. All of our classroom instruction is conducted at the college or the 911 Training Room and there is not a need for a structure at this time.
- Maintenance is already being done on this location by the Solid Waste Department this proposed area would not cause any additional work or duties on their staff.
- We have state certified Firearms Instructors and one Federally Certified Range Master on staff that will serve as RSO's. There will be one designated FI that will be on Range Duty or available as a point of contact for ANY training being conducted whether live fire or not.
- Lead reclamation is not of an immediate concern. As I explained to the commissioners I worked for VIR and the training facility there and the ranges are in a flood plain and we have had the berms tested and have been told that we do not have a remediation need. In close to 10 years an estimated 9 MILLION rounds have been fired and they have not met the levels for remediation. With only having +/- 50 officers, I don't think any of us will be around here when the lead needs to be reclaimed or remediated. Now that does not mean that we are not concerned or willing to remediate, it just means we have considered it and will remediate as needed.
- A safety consideration that has been discussed is the purchase and installation of a new electronic gate at the entrance on Hwy 86 that would allow access by code and to record who enters and when. The gate will close after entry to prevent the public from coming through an open gate when the site is closed.
- I have purchased and reviewed the 412-page NRA Range Source Book to use as a guide as we have put this proposal together. It covers everything from construction to utilization. This proposal is not just a "Good Idea Fairy" idea. A lot of thought has gone into this. I have also asked a retired state employee from Forestry who is experienced in this type of construction to be involved to make sure water run offs are correct, slopes are maintained, dirt is dumped and compacted to prevent erosion, to be onsite to ensure minimum heights and scope of the project minimums are met or exceeded.
- The training area/range would not prevent the county or landfill from using it as a temporary debris field as it is currently designated. With the exception of the actual berm footprint.
- What will be done to prevent lead contamination in the soil/ground water? -- Since this area is already deemed a capped and contaminated landfill, it is monitored and tested by the Solid Waste department and the state to maintain acceptable levels. Considerations have been made to control storm water runoff, catch basins and diversion methods to channel water away from the open wells and creeks. We are required by the range ordinance to not be within 100' of any perennial stream or pond which far exceed.

- 75% of law enforcement ranges are built on landfill properties because the county/city already owns the land, landfill contaminants have already prevented the land from being used for future growth and most landfills are not co located in residential areas. For example, Person Co Firing Range and the City of Danville firing ranges are at their old landfill. Rockingham/Reidsville range is built on the property of their waste water treatment facility.
- Will this range be used exclusively by Caswell county law enforcement, or will it be available to others outside the county? – The range will not be open to the public this will be for law enforcement use only. We will extend the availability to any law enforcement agency that we share a mutual aid agreement with to use the range if the need arises. We have had to rely on other agencies to complete our qualifications in the past and we want to be good partners. However, this will not increase our live fire days and we will have our FI or POC on site if this was to happen to monitor their training.

Additional information the current Adult Correction range used in the county is 864" from the Town of Yanceyville limits, the proposed site at the landfill is 1,397 feet from the closest point. The county firing range have listed the following requirements and beside it in red I will list where our proposed range is in comparison.

- |   |  |
|---|--|
| - Each berm shall have a main berm and side berms                                     | - We will have a main and side berm            |
| - Main berm min 10' high  | - Proposed to be 18'                           |
| - Free of rocks/debris depth 24"  | - Proposed will be min of 24"                  |
| - Side berm min of 8'   | - Proposed will be min of 8'                   |
| - Land parcel must be min of 20 acres   | - Proposed landfill is 166 acres               |
| - Side setback require 100' from any property line and public or private right of way | - Closest is 947'                              |
| - Rear setback require 50'  | - Rear 1,225'                                  |
| - Front setback requires 200'   | - Front 1,743'                                 |
| - No shooting within 100' of stream or pond   | - Bear Branch is 924'                          |
| - Targets must be at 400' from existing occupied dwelling                             | - Day Lilly Ln 1,337'                          |
| - Designated Impact ¼ mile or 1,320' from any existing occupied dwelling              | - Proposed location has 15,822' 7033 Hwy 86 N. |

County Range Ordinance does limit the hours of operations but as its printed it reads:

**9.72.3 Hours of Operation.** Shooting ranges shall be allowed to operate between sunrise and sunset Monday through Saturday, 1pm until sunset on Sundays, except that the hours may be extended after sunset for purposes of subdued-lighting certification of law enforcement officers, or may be extended for other purposes only when a permit allowing such activity is issued in advance by the Sheriff's Office.

The Atwater residence is 2,347 feet from the proposed site  
 The Barfield residence is 3,609 feet from the proposed site  
 The Watlington residence is 4,395 feet from the proposed site

Caswell Metal Structure | 4615 Cherry Grove Rd, Elon, NC 27244  
P (336) 459-0208

SIGN BELOW TO ACCEPT QUOTE:

# **MEMORANDUM OF UNDERSTANDING AND INTERAGENCY AGREEMENT FOR THE USE OF THE CASWELL COUNTY SHOOTING RANGE FACILITY**

This Memorandum of Understanding (MOU) and Interagency Agreement is made by and between the Caswell County Sheriff's Department a department of the County of Caswell (hereinafter referred to as "Borrowing Agency"), and Caswell County, a North Carolina local government, (hereinafter referred to as "County").

## **I. PURPOSE**

The purpose of this MOU is to set forth the terms and conditions under which Caswell County will permit the Borrowing Agency the safe and appropriate use of the Caswell County's Shooting Range Facility (herein referred to as "Range Facility").

The facility, located at Landfill Rd, Yanceyville, North Carolina (a portion of Tax Map and Parcel: 0066/006, map attached as Exhibit A) owned by Caswell County, is a training facility built, maintained and staffed to provide officers of the Caswell County Sheriff's Department with the best possible firearms training.

It is beneficial to public safety to allow the Caswell County Sheriff's Department to utilize the facility for the training of their officers.

## **II. SCOPE OF AGREEMENT**

This agreement applies to the use of the Range Facility by the Borrowing Agency utilizing the Caswell County and Caswell County Sheriff's Department standards. This MOU defines key parameters, including:

- Defining the use of the facility
- Responsibility for use of the Range Facility by Borrowing Agency
- Responsible parties in each institution
- Establishes a mechanism for modifying, extending, or terminating the MOU

## **III. TERMS OF AGREEMENT**

### **A. Specific Requirements**

#### **1. The Borrowing Agency shall:**

- a. Designate a Range Safety Officer that will remain on site throughout the period the Range Facility is in use by the Borrowing Agency. The name of the agency's Range Safety Officer will be provided to the Caswell County Sheriff's Department's Training & Standards Division. The Range Safety Officer must be approved by the County, and will

attend any required training or refresher training as specified by the Caswell County Sheriff's Department Training Division.

b. Designate a Tactical Medic that will remain on site throughout the period that the facility is in use. The agency may designate a certified emergency personnel staff member to serve as Tactical Medic. The name of the agency's Tactical Medic shall be provided to the Caswell County's Range Master, who will report this information to the Caswell County Sheriff's Department's Training Division.

c. Provide a Certified Firearms Instructor that will remain on site throughout the period that the Range Facility is in use. A list and credentials shall be filed with the Range Master prior to use of the facility.

d. Borrowing Agency shall carry, or cause the students and agencies affiliated with Borrowing Agency who will be accessing the Facility, to carry adequate medical/accident insurance to cover any injuries or damage sustained or caused by its students, employees, or agents during the utilization of the Facility under this contract at the following limits:

i. **General Liability** - \$1,000,000 Each Occurrence and a \$2,000,000 Aggregate

ii. **Workers Compensation** - Must meet the requirements of North Carolina State General Statutes.

e. Borrowing Agency agrees to furnish, or have furnished to the County, proof of compliance with the insurance coverage requirements of this MOU at the time agreement is signed by Borrowing Agency. Borrowing Agency, upon request by the County, shall furnish a certificate of insurance from an insurance company licensed to do business in the State of North Carolina verifying the existence of any insurance coverage required. The certificate will provide for sixty (60) days advance written notice in the event of termination or cancellation of coverage.

f. To ensure that each instructor and the students and agencies affiliated with Borrowing Agency who will be accessing the Facility, have executed the required "**Waiver of Liability, Release, and Hold Harmless Agreement**" form, a copy of which is attached hereto as Exhibit B.

g. Borrowing Agency shall deliver to Caswell County Department staff the original forms executed by each student and agency affiliated with Borrowing Agency who will be accessing the Facility, prior to their use of the Facility. The failure of Borrowing Agency to obtain and deliver a release form from each student and agency affiliated that will utilize the Facility shall be deemed a material breach of this MOU and shall result in the immediate termination of this MOU and Borrowing Agency's privilege of using the Facility.

- h. Coordinate the dates and hours of use of the Range Facility through the Caswell County Sheriff's Department's Training Division. The County Manager reserves the right to refuse, cancel or reschedule use of the range based on the needs of Caswell County.
- i. Agree to follow and enforce the **Caswell County Operations Manual**, which has been attached as an addendum to this MOU.
- j. Understands that Caswell County will not furnish any targets, target backing, equipment, or supplies to the Borrowing Agency.
- k. Agrees to leave the Range Facility in a clean and orderly condition after use.
- m. Agrees to follow the directives of Caswell County or Caswell County's Shooting Range with regard to access, egress and parking.
- n. The Shooting Range shall only be allowed for use by the Caswell County Sheriff's Department employees. The shooting range shall not be allowed for use by the general public. No other outside sheriff's department or law enforcement agency shall be allowed access to the shooting range.

#### IV. MODIFICATION REQUESTS

Requests for physical modifications to the Range Facility shall be issued in writing by the Borrowing Agency and approved by the Board of Commissioners. Only approved physical modifications will be added to the Range Facility. All modifications, once completed, shall belong exclusively to Caswell County.

Borrowing Agency is not authorized to attach or remove items to the Range Facility without prior written authorization from the County.

## V. TERMINATION

Both Caswell County and Borrowing Agency retain the right to terminate this MOU at any time, with thirty (30) days written notice to the other party, for any reason. Any material breach of this MOU shall be grounds for immediate termination without thirty (30) days written notice to the other party.

## VI. CONTACTS:

BORROWING AGENCY: Caswell County Sheriff's Department  
231 County Park Rd.  
Yanceyville, NC 27379



Tony Durden, Sheriff

Clayton Myers, Instructor

COUNTY:

Caswell County  
144 Court Square  
Yanceyville, NC 27379

Scott Whitaker, County Manager

Tim Yabrough, Chairman

#### **VII. EFFECTIVE DATE/DURATION/AMENDMENTS**

This MOU becomes effective upon the date of the last approving signature, and shall remain in effect for one (1) year, or until it is cancelled in accordance with this Termination section of this MOU. This MOU may be amended to allow for related cooperative efforts by mutual agreement of the parties.

**The remainder of this page left blank intentionally.**

**VIII. ACCEPTANCE BY:**

BORROWING AGENCY - CASWELL COUNTY SHERIFF'S OFFICE

By: \_\_\_\_\_  
Tony Durden, Sheriff

\_\_\_\_\_ Date

**COUNTY OF CASWELL**

By: \_\_\_\_\_  
Tim Yarbrough, Chairman

\_\_\_\_\_ Date

**CASWELL COUNTY - COUNTY MANAGER**

By: \_\_\_\_\_  
Scott Whitaker

\_\_\_\_\_ Date

**The remainder of this page left blank intentionally**

## **ADDENDUM TO MEMORANDUM OF UNDERSTANDING FOR THE USE OF THE CASWELL COUNTY SHOOTING RANGE FACILITY**

A. Due to the accident potential involved with the handling of loaded firearms, this policy strictly prohibits and the Department will not tolerate horseplay or unprofessional conduct at the police range. The senior officer present is responsible for compliance with this policy. Any person engaged in inappropriate behavior will be immediately dismissed from the range.

The following are examples of inappropriate behavior:

1. Shoving, pushing, or physical roughhousing
2. Shouting, using profanity or other offensive language
3. Handling a firearm in a manner deemed dangerous or inappropriate by the range safety officer. This will include pointing a firearm up-range, at another person, engaging in "quick-draw" practice or any other act that consists of disregarding the rules of safe firearms conduct.

B. Before leaving the range, each officer will pick up all shell casings (wearing protective gloves) as well as trash at their individual shooting stations. The senior officer will perform an inspection of the range to ensure cleanliness before dismissing the officers from the range.

1. Each officer will strip the used target surface from the backing and dispose of it properly.
2. Officers will ensure that their weapons are in a state of operational readiness before leaving the range.

C. The range will fall under the overall control of the Training Director. During qualifications and practice sessions there will be at least one (1) range officer for every five (5) people firing on the range. The Training Director or Firearms Instructor will appoint the range safety officers. The range safety officers will enforce the provisions of this policy as well as all department and state regulations regarding firearms handling and safety.

D. Only persons properly equipped may use the range facilities. Proper equipment consists of clean, well-maintained firearms in good working order. The range safety officer must approve all weapons fired at the range before use. Shooters at the range must use appropriate ammunition. This policy defines appropriate ammunition as that suitable for use in the weapons and approved by the range safety officer. Appropriate leather gear, holsters and other accessories will be used. Shooters will wear adequate eye and ear protection when on or near the firing line. Only targets approved by Caswell County will be allowed. This policy prohibits shooting of cans, bottles, etc.

E. Persons using the range will wear appropriate attire. Appropriate attire will consist of:

1. Pants that reach to the ankle
2. Short or long sleeve shirts
3. Shoes that cover the entire foot

The following is not appropriate dress for the range:

1. Shorts
2. Tank tops
3. Sandals
4. Any item with obscene or otherwise offensive writing or drawings

F. The officer in charge of the range will dismiss any person from the range for violating the provisions of this policy. Range safety officers will submit in writing all violations to the Training Director. The range safety officer will immediately notify the Sheriff and County Manager of a serious violation. In the case of minor infractions, the Training Director will bring the matter to the attention of the offender's Immediate supervisor. An example of a minor infraction would be a violation of dress code. In the case of more serious violations, the Training Director will thoroughly investigate each incident and submit a report to the Sheriff and County Manager. A more serious infraction would be any conduct that compromises personal safety.

G. Range Master - The Range Master falls under the direction of the Training Director. Keys for the range are maintained by the Range Master.

The Range Master is responsible for the following:

1. Scheduling range use for other agencies
2. Maintenance of the Range
3. Participant adherence to all rules and regulations of the facility.
4. Has the authority to remove persons from the facility for unauthorized admittance and or policy violations.

## **ACKNOWLEDGEMENT OF RISK, RELEASE AND INDEMNITY AGREEMENT**

### **CASWELL COUNTY SHOOTING RANGE**

("AGREEMENT")

I ACKNOWLEDGE AND UNDERSTAND THAT SHOOTING ACTIVITIES CONDUCTED ON the CASWELL COUNTY SHOOTING RANGE ARE INHERENTLY HAZARDOUS and MAY BE DANGEROUS and involve both known and unanticipated risks, which could result in damage or destruction of property and physical or emotional injury to myself or others. The risks include, but are not limited to: being shot, partial or total loss of eyesight or hearing, inhalation or other harmful contact with lead or other contaminants, physical injury, paralysis or even, death. I understand that such risks cannot be eliminated for anyone engaging in shooting activities.

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT the nature of and condition of the range facilities and premises is such that both known and unanticipated hazards exist, which may create or contribute to both known and unanticipated risks inherent in entering on to the Caswell County Shooting Range, using range facilities or even observing any activities of any kind whatsoever while at the shooting range. The hazards include but are not limited to: exposure to lead particles and lead dust, loud noises, slippery, loose, or falling soil and rocks; unimproved, unmaintained, or uneven terrain, walkways, steps and roads. I understand that such hazards and risks cannot be eliminated.

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT CASWELL COUNTY has no duty to undertake first-aid or rescue operations or procedures in the event of property damage or if physical or emotional injury occurs, and that any such operations or procedures may result in compounded or increased damages or injuries.

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT CASWELL COUNTY makes no warranty as to the design, manufacture, maintenance, condition or fitness for any particular purpose of any range facilities or equipment, including but not limited to: eye or hearing protection and first-aid supplies.

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT THE CAWELL COUNTY SHOOTING RANGE makes no warranty as to the design, manufacture, maintenance, condition or fitness of any firearm used by any person at the range at any time.

As lawful consideration for being permitted by Caswell County to enter Caswell County-managed shooting ranges, to use range facilities, or equipment and to engage in or observe shooting or any other activities at the range, I agree as follows:

I expressly AGREE to accept and assume any and all risks existing on the range and in entering on the range and in using range facilities or equipment and in engaging in or observing shooting and other activities at the range.

I AGREE that I, my next of kin, heirs, guardians, representatives and assigns HEREBY RELEASE FROM LIABILITY AND FOREVER DISCHARGE AND AGREE NOT TO SUE CASWELL COUNTY or the CASWELL COUNTY SHOOTING RANGE, the board of commissioners, county employees, officers, directors, attorneys, agents, employees, contractors, volunteers, and affiliated individuals or organizations of the shooting range from and against any and all claims, demands, damages, expenses, causes of action, attachments of property, or liability of any kind whatsoever for any property damage, personal injury, or death that I, my next of kin, heirs, guardians, representatives or assigns, or anyone else may have for property damage, personal injury, or death, whether suffered by me, or by anyone else resulting from my entering on the shooting range, using range facilities or equipment, or engaging in or observing shooting and other activities at the range.

I AGREE that I, my next of kin, heirs, guardians, representatives and assigns HEREBY RELEASE FROM LIABILITY AND FOREVER DISCHARGE AND AGREE NOT TO SUE CASWELL COUNTY or the CASWELL COUNTY SHOOTING RANGE the board of commissioners, county employees, officers, directors, attorneys, agents, employees, contractors, volunteers, and affiliated individuals even if such claims, demands, damages, expenses, causes of action, attachments of property, or liability result partially or wholly from any act or acts, even any negligent act or omission to act, including negligent or omitted first aid or rescue operations or procedures, by CASWELL COUNTY or the CASWELL COUNTY SHOOTING RANGE.

I AGREE that I, my next of kin, heirs, guardians, representatives and assigns HEREBY INDEMNIFY AND HOLD HARMLESS CASWELL COUNTY or the CASWELL COUNTY SHOOTING RANGE, the board of commissioners, county employees, its officers, directors, attorneys, agents, employees, contractors, volunteers, and affiliated individuals, from and against any and all claims, demands, damages, expenses, causes of action, attachments of property, or liability of any kind whatsoever, including reasonable attorneys' fees and costs, that I, my next of kin, heirs, guardians, representatives or assigns, or anyone else may have for property damage, personal injury, or death, whether suffered by me, or by anyone else resulting from my entering on the shooting range, using range facilities or equipment, or engaging in or observing shooting and other activities at the range, even if such claims, demands, damages, expenses, causes of action, attachments of property, or liability resulting partially or wholly from any act or acts even any negligent act or omission to act, including negligent or omitted first-aid rescue operations or procedures by CASWELL COUNTY or the CASWELL COUNTY SHOOTING RANGE.

I ACKNOWLEDGE AND AGREE that this Agreement shall be interpreted and enforced under the laws of the State of North Carolina, and that the venue of any action or proceeding shall be Caswell County, North Carolina without regard for the conflict of law rules of the State of North Carolina.

I ACKNOWLEDGE AND AGREE that this Agreement is intended to be as broad and inclusive as permitted by law, and that if any provision is held to be invalid or void or otherwise unenforceable, I agree and intend that the remaining provisions or portion shall continue and remain in full legal force and effect.

I FURTHER ACKNOWLEDGE AND AGREE that it is my understanding and intent that this Agreement, and any signed written amendments or modifications to it, shall remain in full force and effect from the date of execution and ever after shall be applicable to each and every occasion that I enter on Caswell County property and the Caswell County Shooting Range, use Caswell County Shooting Range facilities or equipment or engage in or observe shooting and other activities at the Caswell County property or the Caswell County Shooting Range.

I REPRESENT AND WARRANTY that I have read and understand the range rules and that I have viewed and understood the safety training video If applicable. I AGREE to abide by all written, video or verbal range rules while entering upon or using the shooting range for any purpose.

I FURTHER REPRESENT AND WARRANTY that I may lawfully possess firearms and ammunition and that I have no medical, physical or mental conditions that could compromise my safety and the safety of others while entering upon or using the range for any purpose.

I have carefully read this "Acknowledgment of Risk, Release, and Indemnity Agreement" and fully know its contents. I acknowledge that no other inducement, assurance or guarantee has been made to me in consideration of my signing this Agreement, which I sign voluntarily and of my own free will. I further acknowledge and agree that this Agreement may be amended or modified only by a writing signed by me and a Range officer.

I UNDERSTAND THAT BY MY SIGNATURE I AM GIVING UP SUBSTANTIAL RIGHTS, THAT I AM AGREEING NOT TO SUE CASWELL COUNTY or the CASWELL COUNTY SHOOTING RANGE AND ALL OF ITS AFFILIATES AND RELEASING AND HOLDING THEM HARMLESS OF ALL LIABILITY.

I FURTHER AGREE THAT ALL INFORMATION PROVIDED BY ME ON THIS FORM IS TRUE AND ACCURATE.

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

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

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





# AGENDA ITEM 15

## COVER SHEET

Caswell County Board of Commissioners

**meeting date:** June 16, 2025

**topic:** Extension Agent salary increase request

**attachment(s):**

- brief background page (1+ pages from a fuller document)
- County Salary Change & Supplemental Pay Sheet
- Agent Career Ladder diagram

**fiscal impact:** —

**staff comments or recommendation:** Sonya Patterson has officially received her title promotion with NCSU and will be moved from an Associate Agent to Full Extension Agent status in the HR system at the college. Because her hire date was before the revamped title promotion percentage, she will be receiving 8% increase from NCSU and requests that the county match the same percentage. The proposed budget included this amount in the contingent budget and it was included in the \$13,000 allocated to this department.

*(The following was provided by County Extension Director Travis Hoesli):* "Ms. Patterson's current salary is \$70,221 with an 82.266% county-funded portion of \$57,768, and the 8% county portion of ladder increase would be \$4,621. University employees get their COLA increases through the biennial state budget, and it is currently not been passed. I believe Renee put in my request for any LSI for this year, and this ladder increase in the contingent budget for my department, because at the time the budget was made, we did not know our outcome of these decisions. I believe we budgeted 3%, but it is looking like LSI may be closer to 2%. I have included in this email the breakdown of percentages for our department, with university percentages for your reference. I have also included Sonya's Document she submitted for review to be selected for Title Promotion. I have also included a copy of the Career Ladder and title promotion Diagram for Extension which Sonya was hired before 2019 and has over 10 years of service."

**suggested action or motion:** —

**notes:**

<b>Employee Name</b>	<b>Sonya G. Patterson</b>	<b>County Name:</b>	<b>Caswell</b>
<b>Title being Sought</b>	<b>Full Agent</b>	<b>Program Area:</b>	<b>Family and Consumer Sciences</b>

## Introduction

Briefly describe yourself, characteristics of your county, your role within extension, or any other relevant information you would like to share with the committee. ([refer to narrative prompts for full description](#))

## My Background

Greetings! My name is Sonya Patterson, and I am the Family and Consumer Sciences Agent (FCS) for Caswell County. I earned a Bachelor of Science Degree in Clothing and Textiles/Fashion Merchandising from NC A&T State University and worked in retail management and the financial services business for most of my early career. I was exposed to Extension when I was young through my Aunt Melba, who was a 4-H club volunteer and a Home Demonstration Club member. She taught my mother how to safely preserve food at home, and many other things she had learned through Extension. My cousin, her daughter, became a Home Economics Extension Agent (as Family and Consumer Sciences was called back then) and before retiring many years ago she occasionally allowed me to accompany her to some of her Home Economics sessions. That's when I realized I wanted to someday be an Extension Agent. However, it took considerably longer than I imagined because agents used to stay in their roles until they were eligible to retire.

In 2001, I chose to return to NC A&T State University to further my education and graduated in the spring of 2003 with a Master of Science in Agricultural Education. Subsequently, in the spring of 2004, an FCS position became available in Caswell County. I decided to give it a go, and I was successful in landing the job that would launch my long-awaited career as an Assistant Family and Consumer Sciences Agent. Since then, I have dedicated my nearly 21-year career to enthusiastically serving the Caswell County community. In 2007 I was promoted to Associate Family and Consumer Sciences Agent.

I am a native North Carolinian who grew up in very rural Browns Summit, some 25 miles south of Caswell County. However, my father was born and raised in Caswell County, and I spent a significant amount of time here throughout my formative years. Fortunately, not much has changed. I am the tenth of eleven children, and we grew up on the farm growing chickens, hogs, wheat, and all of the vegetables required to feed a large family. Therefore, I am no stranger to agriculture or home food preservation. I currently live in Greensboro (Guilford County) and commute for an hour one way to work.

In my free time, I enjoy spending time with my family and friends. Through my sorority I take part in a variety of community service initiatives within our local, state, and global communities. I am deeply passionate about assisting others, particularly small children and the elderly.

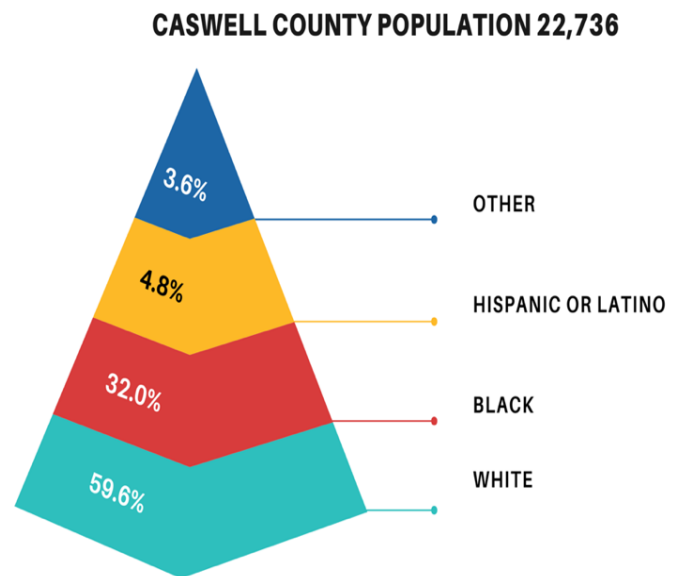
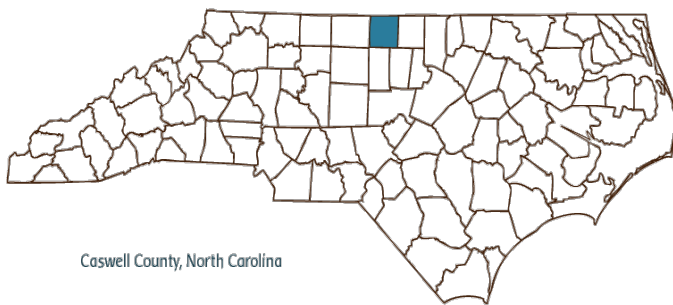
My previous career in corporate America working in the financial services field proved to be a valuable asset in the early stages of my Extension career. I conducted a lot of programming in the field of Family Resource Management. In 2015, Cooperative Extension released its new strategic plan and the core program areas for FCS became mostly food and nutrition centered, which presented a bit of a challenge for me since I did not have as much experience in this discipline. I rose to the challenge and made it a priority to participate in all professional development trainings that

became available, and rapidly grew to love it. I continue providing some Family Resource Management programs because of the identified need in the county.

### **County Demographics**

Caswell County is a largely rural county in North Carolina's piedmont triad region, with a population of around 22,736 persons, according to the 2020 US Census. The county seat is Yanceyville. You can see the county's racial breakdown in the image below. According to *commerce.nc.gov* distress ratings, Caswell is classified as a Tier 1 county, meaning it is among the 40 most economically distressed counties in the state. We have a median household income of \$56,999. Based on *North Carolina Commerce Department* data, 0.8% of county residents live in cities, while 99.2% live in rural regions. An estimated 84.5% of inhabitants have earned their high school diplomas, while an estimated 16% aged 25 and up hold a bachelor's degree or higher. Approximately **16.6% of the county's population** lives with an income that is considered to be **below the federal poverty level**.

Caswell County does not have a hospital, therefore citizens who require hospitalization must rely on surrounding counties like Rockingham, Alamance, and Guilford, as well as Danville, Virginia, which is just across the county line. Many county residents commute to adjacent counties in North Carolina and Virginia in search of better job opportunities. Caswell County was North Carolina's first county founded by the state in 1777.



### **Program Planning**

Describe the program planning process and how you identified a community need, planned a comprehensive program using a planning framework, developed partnerships, and raised external program funding and resources to support your program. ([refer to narrative prompts for full description](#))

### **Needs Assessment**

Every four years, the Caswell County Health Department performs a Community Health Assessment to identify target populations that may be at a higher risk of poor health outcomes, as well as to obtain a better understanding of their needs. It also places a focus on the locations with the highest rates of health disparities, which can help decide where more resources are needed. The

Original form must be received in the CALS Personnel Office **by the 5th of the month to be paid, but not more than 30 days in advance**. Please submit all forms to your District Directors Office for processing.

COUNTY SALARY CHANGE & SUPPLEMENTAL PAY SHEET

☒ County Increase

☐ County Longevity

☐ One Time Bonus (e.g. 401K, Holiday, Trust)

☐ Other:

Effective Date of increase/payment: July 1, 2025

(All actions must be **effective in the same calendar month.**)

County Name: Caswell

EMPLOYEE NAME	NCSU Employee ID No. <small>(NOT Social Security No.)</small>	NCSU POSITION No.	CURRENT COUNTY SALARY <small>(Whole \$ Amount)</small>	For Permanent Salary Changes Only		One Time Payment <small>(Whole \$ Amount)</small>	COMMENTS
				COUNTY INCREASE <small>(Whole \$ Amount)</small>	NEW COUNTY SALARY <small>(Whole \$ Amount)</small>		
Sonya Patterson	328216	C47200	\$57,768	\$4,621	\$62,389		8% Title promotion from associate to full Agent

County Official

County Extension Director

(Print Name)

(Print Name)

(Title)

(Title)

(Signature)

(Signature)

(Date)

(Date)

100

# Agent Career Ladder

