


Caswell County Board of Commissioners

144 Court Square, Yanceyville, NC 27379

www.caswellcountync.gov | ph: 336-694-4193 | fax: 336-694-1228

BOC AGENDA | Regular Meeting | May 19, 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 4/21/25 and 5/5/25

7. Board of Equalization and Review (BER)
(Thomas Bernard, Tax Administrator)

- A. Motion to recess as the BOC and convene as the BER
- B. Motion to adjourn as the BER and reconvene as the BOC

8. Public hearing for FY25–26 budget
(County Manager Whitaker)
9. Presentation re: CAB/broadband results
(Jeff Brooks, NCDIT)
10. Presentation re: Child Fatality Prevention Team
(Emily Hodges, Danielle Elmore)
Action items:
(County Manager Whitaker)

11. CoSquare event policy and fees
12. Caswell County Tourism Development Authority (CCTDA) agreement
13. Health Dept. roof contract
14. Financial Performance Indicators of Concern (FPIC) to LGC
15. Senior Services Veterans grant budget amendment
16. HVAC unit at Guilford Mill location
17. HVAC unit at Ag building location

Appointments/re-appointments:
(County Manager Whitaker)

18. SR Farmer Lake Advisory Board—Steve Eaton
19. SR Farmer Lake Advisory Board—Jerry Sykes
20. Library Advisory Board—Cliff Matkins
21. CCTDA—Rebecca Page
22. Piedmont Community College Trustees Board—Antonio Foster

Reports, updates, or comments

23. Manager
24. Attorney
25. Commissioners

Announcements, events, & meetings:

26. May 28, 8a–5p: FY25–26 budget work session to give final direction to staff
 27. June 2, 1p–5p: FY25–26 budget work session, if needed, to give final direction to staff
 28. June 16, 6:30p: anticipated FY25–26 budget and ordinance adoption by Board of Commissioners
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29. Closed session to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege as provided under NCGS 143-318.11(a)(3)
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30. Other business (if needed)
 31. 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 meeting beginning at 6:30pm. Each is recorded to Zoom and can be found online at www.caswellcountync.gov/government.*
- *Please turn off sounds and alerts on cell phones and other electronic devices during the meeting.*
- *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.*



AGENDA ITEM 6B

COVER SHEET

Caswell County Board of Commissioners

meeting date: May 19, 2025

topic: Open session minutes for 4/21/25 and 5/5/25

attachment(s):

- Open session minutes for 4/21/25
- Open session minutes for 5/5/25

fiscal impact: (n/a)

staff comments or recommendation: (n/a)

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

notes:

CASWELL COUNTY BOARD OF COMMISSIONERS
Regular Session
April 21, 2025

MEMBERS PRESENT

OTHERS PRESENT

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Tim Yarbrough, Chair
Frank Rose, Vice Chair
Greg Ingram
Rick McVey
Tony Smith
Brian Totten

Renee Paschal, County Manager
Melissa Williamson, Deputy County Mgr.
Russell Johnston, County Attorney

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The Board of Commissioners for the County of Caswell, North Carolina met in a Regular Session meeting scheduled on Monday, April 21, 2025 at 6:30 pm at the Caswell County Historic Courthouse, 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:

Laura Pichardo addressed the Board. She stated that she supported the economic development projects being proposed and hoped that the businesses would use local contractors and businesses for the work.

John Roberts addressed the Board. He stated that he had applied for the county manager’s position, was the most qualified, and had not been given an interview.

Recognitions:

Vice Chair Rose and Commissioner Smith made recognitions.

Agenda:

A motion was made by Vice Chair Rose and seconded by Commissioner Ingram to approve the Regular Session agenda. The motion carried unanimously.

Consent Agenda:

5. Motion to approve March 17, 2025 Board of Commissioner Regular Meeting Minutes
6. Motion to approve March 20, 2025 Joint Commissioners/Town Meeting Minutes
7. Motion to approve March 24, 2025 Board of Commissioners Special Meeting Minutes
8. Motion to approve March 25, 2025 Board of Commissioners Special Meeting Minutes
9. Motion to approve April 4, 2025 Board of Commissioners Special Meeting Minutes
10. Motion to approve April 7, 2025 Work Session Minutes

A motion was made by Vice Chair Rose and seconded by Commissioner McVey to approve the Consent Agenda. The motion carried unanimously.

Board of Equalization and Review:

A motion was made by Commissioner Ingram and seconded by Commissioner McVey to recess as the Board of Commissioners and convene as the Board of Equalization & Review.

Manager Paschal administered the oath to the Board of Equalization & Review. Tax Administrator Thomas Bernard advised the Board that no tax appeals had been filed for consideration.

A motion was made by Commissioner Smith and seconded by Commissioner Totten to adjourn as the Board of Equalization & Review and reconvene as the Board of Commissioners.

Public Hearings:

Cherokee Tobacco

A motion was made by Vice Chair Rose and seconded by Commissioner Ingram for a public hearing on economic development incentives for Cherokee Tobacco. The motion carried unanimously.

There was no one present to speak.

A motion was made by Vice Chair Rose and seconded by Commissioner Ingran to close the public hearing. The motion carried unanimously.

Company B

A motion was made by Commissioner Smith and seconded by Commissioner Totten for a public hearing on economic development incentives for Company B.

There was no one present to speak.

A motion was made by Vice Chair Rose and seconded by Commissioner Ingram to close the public hearing. The motion carried unanimously.

Caswell County Section 8 Five-Year Public Housing Authority Plan Proposal

A motion was made by Commissioner Ingram and seconded by Commissioner McVey for a public hearing on Caswell County Section 8 Five-Year Public Housing Authority Plan Proposal for Fiscal Year 2025. The motion carried unanimously.

There was no one present to speak.

A motion was made by Vice Chair Rose and seconded by Commissioner Totten to close the public hearing. The motion carried unanimously.

Action Items:

Approval of Section 8 Five-Year Public Housing Authority Plan

Manager Paschal acknowledged that the public hearing had been properly noticed and advertised for the required period of time.

A motion was made by Commissioner Smith and seconded by Commissioner McVey to approve the Section 8 Five-Year Public Housing Authority Plan proposal for Fiscal Year 2025. The motion carried unanimously.

Approval of Resolution Granting the Town of Yanceyville Authority to Issue Fireworks Permits

Manager Paschal introduced the item. The Board approved a Resolution last year that granted Yanceyville the authority to issue permits. The Town of Yanceyville is planning a fireworks display.

A motion was made by Commissioner McVey and seconded by Commissioner Ingram to approve the resolution granting the Town of Yanceyville authority to issue Fireworks Permits. The motion carried unanimously.

Approval of Fee and Sponsorships for new Meals on Wheels Clients

Manager Paschal introduced the item. She recalled that the Board considered the item at the previous Work Session. The Board had questions at the Work Session about the impact on volunteers for Meals on Wheels. Manager Paschal spoke with the Senior Services Director and was assured that the routes would be covered by volunteers.

A motion was made by Commissioner Totten and seconded by Vice Chair Rose to approve the fee and sponsorships for new Meals on Wheels clients. The motion carried unanimously.

Approval of Resolution Amending Code of Ethics Policy to Include Language on Censures

Manager Paschal facilitated the discussion. At the March 17, 2025 meeting, the Board amended its Code of Ethics to include the following language:

"Board members shall not disclose discussions, information and any other confidential matters addressed during closed sessions. Any such disclosure is prohibited under the ethics policy."

At that meeting, the Board discussed adding language regarding censure of board members who released information from closed session meetings. The following language is proposed by the County Attorney to be added to the Resolution Amending the Code of Ethics Policy:

"For members of the Board of County Commissioners, the Board may adopt a resolution of censure, which shall be placed as a matter of record in the minutes of an official Board meeting.

No sanction or censure by the Board of County Commissioners provided for hereunder shall be invoked until an adequate investigation shall have been made and the person charged with the violation shall have been afforded all of the legal and constitutional rights due him or her."

A motion was made by Vice Chair Rose and seconded by Commissioner Smith to approve a resolution amending the Code of Ethics Policy to include language on censures. The motion carried 6 to 1, with Commissioner Holt voting "nay."

Appointment of Dr. Barbara Buchanan to the Piedmont Triad Workforce Development Board

Manager Paschal indicated that Dr. Buchanan was employed at Piedmont Community College and was interested in serving on the Piedmont Triad Workforce Development Board.

A motion was made by Commissioner Ingram and seconded by Commissioner McVey to appoint Dr. Barbara Buchanan to the Piedmont Triad Workforce Development Board. The motion carried unanimously.

County Manager Updates:

No updates

County Attorney Updates:

County Attorney Johnston updated the Board on pending tax cases.

Commissioner Comments:

Vice Chair Rose spoke about the upcoming Caswell Farmer's Market to be held at the Pavilion on April 24th from 4-6:30 and asked the public to come out and support the event. The Chamber of Commerce will hold its Membership meeting on April 28th.

Vice Chair Rose asked the County Manager the status of the FY 23 audit. Manager Paschal stated that the audit results will be presented to the Board at its May 5th Work Session.

Announcements and Upcoming Events:

Chairman Yarbrough announced that the Board will meet on May 5, 2025 for a Work Session at 5:00 pm in the Caswell County Historic Courthouse. The Board will meet in Regular Session on May 19, 2025 at 6:30 pm in the Caswell County Historic Courthouse.

Closed Session:

Vice Chair Rose made a motion, seconded by Commissioner Smith, to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body and to consider and give instructions to attorney concerning the handling of a claim, which privilege is hereby acknowledged NCGS 143-318.11 (a) (3); to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee allowed under NCGS 143-318.11 (a) (6); and to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, which privilege is hereby acknowledged in NCGS 143-318.11(a) (4). The motion carried unanimously.

Open Session

Vice Chair Rose moved, seconded by Commissioner Ingram, to return to open session. The motion carried unanimously.

Vice Chair Rose moved, seconded by Commissioner Smith, to approve the contract with Scott Whitaker and appoint him as county manager. Commissioner Holt requested to abstain from the vote. The motion carried 7 to 0.

Adjournment:

Commissioner Smith moved, seconded by Vice Chair Rose, to adjourn the meeting. The motion carried 7 to 0 and the meeting was adjourned at 7:39 pm.

Respectfully submitted,

Renee Paschal
Interim Clerk to the Board

Tim Yarbrough
Board Chair

CASWELL COUNTY BOARD OF COMMISSIONERS
Work Session
May 5, 2025

MEMBERS PRESENT

OTHERS PRESENT

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Tim Yarbrough, Chair
Frank Rose, Vice Chair
Finch Holt
Greg Ingram
Tony Smith
Brian Totten
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Scott Whitaker, County Manager
Melissa Williamson, Deputy County Mgr.
Russell Johnston, County Attorney
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, May 5, 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:

Phil Barfield, resident of Caswell County, commented on the proposed Sheriff's Training Facility and Firing Range. He expressed concern regarding the noise level and increased cost of the proposal. He asked for several stipulations if the Board approved the request:

- Use of the facility would be limited to Caswell County Sheriff personnel
- The facility would be designed for noise reduction
- Limit live firing to two times a month
- Limit the hours of live fire from 9 am – 9 pm
- Obtain a permit in keeping with the Unified Development Ordinance
- Require a public hearing and commissioner approval if any changes were made
- Have a probationary period of two years.

Chip Atwater, resident of Caswell County, was opposed to the proposed training facility. He concurred with Mr. Barfield's comments. He expressed concern about the noise level since he resided close to the landfill. He was also concerned about the impact on his property value.

Landon Woods, business owner in Caswell County, thanked law enforcement for their support. He thanked the Board for tax incentives for the current businesses he and his family owned. He committed to continuing to hire local residents of Caswell County.

Recognitions:

Commissioner Smith welcomed the new County Manager, Scott Whitaker.

Agenda:

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

Presentations:

Presentation of FY 2022-2023 Audit

Allen Thompson representing Thompson, Price, Scott, Adams & Co., P.A. presented the FY 2022-2023 audit and their findings.

Mr. Thompson stated that many of the findings were similar to earlier findings. The response back to the State will be similar since there has not enough time to catch things up. The goal would be to have the report to LGC in the month of July and come back to the Board in August or September. He highlighted the following issues regarding the audit:

“Various key processes were not completed timely, particularly during year-end closing (i.e. line item review, revenue and expenditure postings, reconciliation to subsidiary ledgers). These are key finance functions that should be completed to ensure that balances are appropriately reflected in the general ledger. The finance staff should become more proactive in posting required year-end adjustments. At year-end, efforts should be made to ensure that all receivables and payables are accurately reflected.

Recent changes were made in several key finance staff positions. As a result of these changes, the County contracted with a third-party CPA firm to assist in performing several key reconciling functions. In addition, a consultant associated with the League of Municipalities is also assisting the County catch up.

The EMS receivable balances as well as the allowance should be reviewed and adjusted throughout the year to give an accurate reflection of billings and collections for EMS billings. Additionally, the transition in billing companies has hindered collection of old balances, so those balances remain on the balance sheet as receivables until board action is taken to write those old balances off. This was mentioned in the previous year’s letter to governance as well.

Efforts should be made to ensure that all negative fund balances are cleared up, and that all projects that have been completed are closed on the general ledger.

The County needs to review the depreciation schedule and prepare a list of assets that has been disposed or is no longer in service throughout the year as opposed to waiting to year end to prepare.

If transfers between funds are recorded, there should be available budget to reflect those transfers. Additionally, budget amendments should be recorded prior to expended funds (see Finding 2023-004).

The County has one outstanding loan associated with the Revolving Loan Fund that is in arrears. Management needs to review these agreements and determine if these loans are collectible. Amended agreements may be needed between the County and the businesses to attempt to collect these funds.

Prior period adjustments were recorded to correct mis-postings from prior years. Details are provided in the notes as Finding 2023-003.

The County did not adopt a budget for several new funds and did not make budget amendments as needed throughout the year to cover expenses (see Finding 2023-004 and 2023-005). Additionally, our testing noted instances where the pre-audit procedures were not properly followed.

Adequate documentation was not obtained throughout the year to substantiate all transactions recorded for the year (see Finding 2023-006). Additionally, there were daily revenue collections that could not be traced to the general ledger or bank statement.

Two departments (Register of Deed and Inspections/Planning) were noted for not complying with the daily deposit general statutes. Collections in excess of \$500 shall be deposited daily (see Finding 2023-009).

Board approval was not obtained for tax releases and refunds (see Finding 2023-008), there was also one budget amendment in our sample of five that was missing board approval. Additionally, it was noted that the County has no formal policy for the journal entry review and approval process.

The County did not withhold FICA on retirement contributions (see Finding 2023-010).

The County's checks did not have the required pre-audit verbiage on the face of the check (see Finding 2023-011)."

Although some of the items may come off the June 2024 report, the goal is for most of the items to come off for the June 2025 audit. Staff will have to prepare a response back to the LGC and the Board will have to read and sign off in 60 days from the meeting.

Commissioner Smith noted that the investment earnings increased significantly from 2022-23. Mr. Thompson responded that it was an interest rate factor.

Vice Chair Rose asked for clarity on whether staff has corrected the problem from one year to the next even though it does not show up. Mr. Thompson concurred and stated that hopefully findings would decrease in 2024 and further decrease for year end in 2025. He added that you cannot correct something that happened in the past. There should be less findings for 2024.

Commissioner Smith asked about the four departments that overspent their budgets. He asked if it was poor budgeting or unanticipated expenses. Mr. Thompson responded that poor management throughout the process was the cause. Budget amendments were not made.

Deputy Manager Williamson interjected that the overspending (Sheriff and Emergency Management) resulted from a change in Gatsby standards on lease accounting. That was not anticipated when the budget was built. The new accounting standards were not clearly understood. On the receivables, when the County built the high school, a significant amount of the lottery funds were not drawn down timely and that was the biggest receivable that was sitting on the books in June 2023 that has since been collected. That will restore the fund balance up to its previous level. She added that the State requires that the funds be set aside in a restricted fund balance. It should be corrected in 2024.

A motion was made by Commissioner Smith and seconded by Commissioner Ingram to accept the Audit Report. The motion carried unanimously.

Presentation on Construction of Training Facility and Firing Range

Sheriff Durden requested land for a training facility and firing range at the landfill. Detective Clayton Myers, Firing Range Instructor and Assistant Training Coordinator, facilitated the discussion. Detective Myers stated that the request was to bring the Sheriff's staff up to standards. He noted that landfills were where most law enforcement firing ranges were located.

Vice Chair Rose asked about the decibel readings. He asked why the readings were higher than before. Detective Myers replied that he was not sure why the readings were higher. The first reading took place in August when there was foliage on the trees. The second reading took place in November with the County Planner. Detective Myers added that there were 12 shooters the second time and every caliber of firearm was fired.

Planning Director Jason Watlington commented on the decibel readings. He noted that the readings were taken on October 13th on a clear day with winds 6-7 ENE. The first reading was taken at the landfill beside Mr. Atwater's property line. There were 12 shots from each weapon fired. The 9mm were at 53.9 decibels, the 12-gauge shotgun was 48.1 decibels, and the patrol rifle was 50.6.

Detective Myers took readings from the landfill on August 2nd during normal operations. No shots were fired. The maximum decibel reading was 92 and a continuous reading of 54.4.

Commissioner Ingram asked if everyday noise and travel was much higher than firing the 12 weapons. Mr. Watlington noted that he went to North Hills and could not get a decibel reading from the 12-gauge shotgun due to traffic noise. He could not hear the shotgun due to the traffic and was unable to get a reading.

Detective Myers stated that the berms requirement was 10 ft, and the Sheriff's Office proposed going 18 ft (which exceeded the minimum) to encapsulate sound. They would also plant shrubbery to help absorb the sound.

Vice Chair Rose asked if the facility would be for Caswell County law enforcement only, and if outside agencies were allowed, if their insurance would cover them. Sheriff Durden responded in the affirmative. He added that when they use other facilities, they are covered by Caswell County's insurance. Vice Chair Rose stated that it would be good for the County to be a good partner with other agencies. Vice Chair Rose also questioned whether there would be a cap on the \$40/hour paid to Mr. Harris. Sheriff Durden stated that there would be a 40 hour/week cap. Sheriff Durden also clarified that the facility could be used for additional training opportunities and hopefully become a facility that the County could be proud of.

Commissioner Totten expressed concern regarding safety. Sheriff Durden stated that the County Ordinance will govern the parameters of the firing range. There must be a 2000 ft. buffer. The facility is parallel to the highway.

Commissioner Smith posed questions regarding the cost of the project. He asked for clarification. Sheriff Durden responded that the Department was not requesting any funding. The only thing that would cost at this time were the land and berm. The buildings may have to come later. Monies will be used from the asset forfeiture funds.

Presentation of the FY 2025-2026 Recommended Budget

Interim Manager Paschal disclosed that the recommended budget was hers and not the recommendation of the new Manager. She noted that Caswell County employees were some of the best that she has worked with during her 32-year career. She stated that employees were Caswell County's best asset and every effort should be made to keep them. Caswell County spends 43 percent less overall than counties the same size. The proposed budget absorbs the health insurance increase as well as provides a 1.5 percent increase and funds a pay study. The County loses talented staff to other jurisdictions that pay more than Caswell County. She added that it was important to have the study to ensure adequate salaries and improve morale. The proposed average salary increase in North Carolina this year is 3.1 percent.

Overall, expenditures in the budget increased \$12,996.00. This was accomplished by realigning dollars. At the same time, revenue declined by \$643,000. Interim Manager Paschal recommended a 3-cent increase in property tax to offset the deficit. This will bring the tax rate to 61.5 cents per \$100 valuation and still below the average for comparable counties in the state.

Fees paid to the county to house state and federal inmates is likely to decline about \$300,000 because the inmates are being displaced by local inmates. The appropriated fund balance declined by \$724,791 because Public Health has been overly reliant on fund balance in previous years. Intergovernmental revenues declined by \$374,000 due to Public Health no longer receiving COVID funds. Investment earnings are expected to be reduced by \$125,000. Interest rates have fallen. Permits and fees declined by nearly \$100,000, and transfers in declined by \$580,000 because the County no longer has AARP funding to offset County expenses. Several fee adjustments are also proposed in EMS, Solid Waste, Public Health, and Parks and Recreation.

A major change is proposed in the Solid Waste fee. The proposed new fee is \$125 for all residents and businesses. Currently, only outside residents pay \$125 per year.

Significant expenditure increases in the General Fund include salary increases in the amount of \$788,897. Funds were realigned and \$406,607 of this amount resulted from eliminating the vacancy allowance. Several positions were not budgeted in FY 2025. Benefits increased in the amount of \$264,002. Debt service increased \$331,172 to fund ambulances, ambulance remount, UHF paging system upgrade and leased replacement vehicles.

The Sheriff and EMS will overspend their budgets. Vacancies are filled with overtime which is more costly than a regular position. There is huge backlog of Sheriff vehicles that need to be replaced.

Interim Manager Paschal reiterated that the budget realigned funds between departments. More detail will be provided at the retreat. The budget addressed Commissioners' goals including economic development. A budget public hearing will be held on May 19 at 6:30. Manager Whitaker proposed May 28 from 8:00 am – 5:00 pm and June 2 from 1:00 – 5:00 pm. Interim Manager Paschal thanked the Board for the opportunity to work with Caswell County and applauded the employees.

Discussion Items:

Agreement with Caswell County Tourism Authority

Manager Whitaker outlined the agreement. The Caswell County Tourism Development Authority (CCTDA) was established to promote travel and tourism as a public authority under the Local Government Budget and Fiscal Control Act. The Caswell County

Finance Officer shall be the ex officio finance officer of the CCTDA. The CCTDA desires for the County to serve as the fiscal agent for the Authority.

The County Attorney has not reviewed the agreement. Pending his review, a final agreement will be presented for the Board's approval at its May 19, 2025 meeting.

Discussion of Co-Square Facility Rental Policy and Fees

Manager Whitaker introduced the item. Co-Square staff has received inquiries regarding renting the facility for events. Currently, there is no policy or fee structure for the facility to host event rentals to increase revenue. Staff recommends adopting a policy and fee schedule for event rentals.

Events must be held after normal working hours, to avoid conflict with the business use of the building. The policy would outline acceptable and nonacceptable uses. Management would be allowed to hire security through the Sheriff's Department. Additional security camera research will take place and be installed prior to event rental. The policy and fee schedule will be placed on the May 19, 2025 agenda for action.

Commissioner Smith encouraged the Manager to look at how funds are accounted for at Co-Square.

Commissioner Ingram inquired about the overseer for the event center. Interim Manager Paschal replied that two employees staff Co-Square. There would be no staffing for event rental. Setup would be provided, and an access code would be provided for entrance into the facility.

Vice Chair Rose asked if the parties would be responsible for paying for security. Manager Whitaker replied that the parties would be responsible.

Action Items:

Appointment of Scott Whitaker as Caswell County Clerk to the Board

Commissioner Smith made a motion seconded by Commissioner Totten to approve the appointment of Scott Whitaker as Caswell County Clerk to the Board. The motion carried unanimously. Chairman Yarbrough administered the oath of County Clerk to the Board to Mr. Whitaker.

Approval of Contract with BioClean Restoration Inc. to Renovate the Agricultural Building Kitchen

Manager Whitaker stated that the FY2025 budget included \$49,500 to renovate the Agriculture Building kitchen. The Maintenance Director has received bids for the project. The low bid was submitted by BioClean for \$38,742.56. The County Attorney drafted a contract with BioClean. Board approval is necessary since the contract exceeds \$25,000.

A motion was made by Vice Chair Rose and seconded by Commissioner Ingram to approve the contract with BioClean Restoration, Inc, to renovate the Agriculture Building Kitchen in the amount of \$38,742.56. The motion carried unanimously.

Approval of Resolution and Agreement with JEB International (Cherokee Tobacco) for Economic Development Incentives

County Attorney Johnston facilitated the discussion. Cherokee's attorney presented proposed revisions to the contract last week. Attorney Johnston presented a revised document to the Board in relation to the economic incentives for Cherokee. Cherokee is still required to make an investment of \$14,250,000; create 39 new full-time jobs in Caswell County, and the maximum amount of cash tax rebate incentives that they can receive is \$291,768.75.

State law requires that when a County enters into an economic incentive agreement with a company, certain statutory provisions are required such as an indication that the company will increase the tax base or create jobs in the County.

Attorney Johnston noted that the revisions he presented to the Board were located on the first five pages of the contract. One of the more important changes is the company will be known as Cherokee Tobacco Company but the parent company is Firebird Manufacturing Company LLC. If the company moves forward with the approval, the Board will need to approve the resolution and economic development agreement with Cherokee Tobacco Company aka Firebird Manufacturing Company LLC.

Commissioner Holt questioned the 39 jobs. Attorney Johnston stated that the job target and investment target have changed since the Board began considering the project. The final numbers came in March. The company felt they could meet the 39 job target as well as the capital investment. Attorney Johnston will look into the County's incentive policy to clarify that it is a 5-year plan.

Commissioner Smith clarified that it is a 5-year plan. He added that the jobs decreased from 53 to 39; however, the investment increased from \$10 million to \$14 million.

A motion was made by Commissioner Ingram seconded by Commissioner Totten to approve the Resolution Approving Economic Development for Cherokee Tobacco Company aka Firebird Manufacturing Company LLC with the revisions. The motion carried. Commissioner Holt voted No.

Approval of Resolution and Agreement with Revision Solar for Economic Development Incentives

Manager Whitaker stated that Revision Solar LLC currently operates in Caswell County on a family farm. They employ 18 people and maintains solar farms from Pennsylvania to Georgia. The company is requesting economic development incentives.

The company provided the following information in relation to the incentive policy which qualify it for Level 3 incentives:

- The project will create 5 additional jobs (18 points)
- The company will pay an average wage equal to or greater than the county average of \$45,278 (10 points)
- The company provides paid vacation (2 points)
- The projected investment is between \$250,001 and \$500,000 (23 points)
- The company's headquarters is located in Caswell County Caswell County (7 points)
- The company is an existing Caswell County business (5 points)

The company has provided information that estimated tax increase will be \$7300. The cash incentive estimate is \$4,387. They indicated a range of investment from \$250,000 - \$500,000.

Attorney Johnston clarified that the resolution will obligate Revision Solar to create 5 additional full-time jobs; invest at a minimum \$251,000 and the maximum cash incentives is capped at \$8,775.

Commissioner Smith questioned how the jobs would be monitored. Manager Whitaker responded that the company would present numbers to the County. The company would receive reimbursement if the job numbers are met and taxes are paid. The incentive would be a rebate on property tax.

A motion was made by Vice Chair Rose seconded by Commissioner Ingram to approve the resolution and agreement for economic development incentives for Revision Solar Company LLC. The motion carried unanimously.

Approval of Revision to FY26 Budget Calendar to Set Dates for Budget Work Sessions

Manager Whitaker recommended amending the dates of the May 28th Budget Work Session from 8:00 am – 5:00 pm and if needed, June 2 from 1:00 pm – 5:00 pm in the Library.

A motion was made by Vice Chair Rose and seconded by Commissioner Smith to approve the amended budget calendar. The motion carried unanimously.

Motion to Accept the Resignation of Commissioner Rick McVey

Chairman Yarbrough acknowledged the Letter of Resignation that each Board member received.

A motion was made by Commissioner Ingram and seconded by Vice Chair Rose to accept the resignation of Commissioner Rick McVey. The motion carried unanimously.

Chairman Yarbrough stated that he would be contacting the County Republican Party in writing to request a recommendation to fill the vacant seat as outlined in the General Statutes. The Statute now states that the recommended individual by that party will fill the vacant seat. Commissioner McVey resigned April 25th. Attorney Johnston noted that the end of the paragraph in G.S. 153A-27.1(d) states that "...the person recommended by the county executive committee of the political party of which the commissioner being replaced was a member, if the party makes a recommendation within 30 days of the occurrence of the vacancy." The Board will then have 30 days to make the appointment.

County Attorney Updates:

County Attorney Johnston updated the Board on a pending tax foreclosure matter for property located at 2851 Wagonwheel Road. The most recent upset bid was \$18,000. The last day for the next upset bid is May 8th, and the minimum amount of the next bid is \$18,900.

Commissioner Comments:

Commissioner Smith spoke about priorities for the County. He acknowledged that good progress was being made with the audits and asked the Manager to continue with the progress. Regarding economic development, two companies were approved for incentives to locate in Caswell County. He also spoke about an analysis of lease vs. purchase on vehicles. He would like to review that subject again.

Commissioner Holt questioned the timing of the replacement of Commissioner McVey and now the process will be put off for 60 days. Chairman Yarbrough indicated that he was following the law.

County Manager Updates:

Manager Whitaker was working on acclimation, and a priority was to hire key personnel. He asked Interim Manager Paschal to speak about the lease agreement for Co-Square. Ms. Paschal stated that the Arts Council leased space at no cost for an exhibit during the month of April. They would like to extend the lease thru the end of May. There is someone who is interested in a paid lease for the suite. If a paying tenant becomes available, the Arts Council would have to vacate the space. The Board concurred with the agreement.

A motion was made by Commissioner Ingram and seconded by Commissioner Totten to extend the rental agreement until the end of May unless a paying tenant becomes available. The motion carried unanimously.

Chairman Yarbrough acknowledged that Mother's Day was on Sunday.

Closed Session:

Commissioner Smith made a motion, seconded by Vice Chair Rose, to adjourn to Closed Session to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, and to consider and give instructions to attorney concerning the handling of a claim, which privilege is hereby acknowledged NCGS 143-318.11(a)(3). The motion carried unanimously.

Adjournment:

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

Respectfully submitted,

Scott Whitaker
Clerk to the Board

Tim Yarbrough
Board Chair



AGENDA ITEM 8

COVER SHEET

Caswell County Board of Commissioners

meeting date: May 19, 2025

topic: Public hearing for FY25–26 budget

(County Manager Whitaker)

attachment(s): none; the draft is on the website and can be accessed at: www.caswellcountync.gov (home page > scroll to "Caswell County News" > link is under the "FY 2025-2026 Budget Available" item)

fiscal impact: highlights to be explained

staff comments or recommendation: The budget process has followed the adopted and revised budget calendar and the proposed budget was presented by former Interim County Manager Renee Paschall at the 5/5 BOC meeting. A hardcopy was provided to the BOC then and the draft is currently on the County website for public viewing. Ms. Paschall will provide a review of the budget as part of the hearing process, and the 5/19 agenda lists upcoming budget dates within "Announcements, events, & meetings."

suggested action or motion: The chair navigates the hearing and no action is expected at this meeting.

notes:

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

**AGENDA ITEM 9****COVER SHEET**Caswell County Board of Commissioners

meeting date: May 19, 2025

topic: Presentation re: CAB/broadband results

(Jeff Brooks, NCDIT)

attachment(s): none; there might be a hand-out from the presentation

fiscal impact: (n/a)

staff comments or recommendation: The purpose is for an annual review of Caswell's CAB 2.0 results. Mr. Brooks will be on hand for a brief presentation and update.

suggested action or motion: no action needed

notes:

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

**COVER SHEET**Caswell County Board of Commissioners

meeting date: May 19, 2025

topic: Child Fatality Prevention Team

(Emily Hodges, Danielle Elmore)

attachment(s):

- Memorandum for County Commissioners Annual Reports
- Local CFPT Outline for Annual Reports

fiscal impact: (n/a)

staff comments or recommendation: This is an annual report for BOC review, along with a brief presentation.

suggested action or motion: no action needed

notes:



MEMORANDUM

TO: Caswell County Commissioners

FROM: Caswell CFPT Chairperson, Danielle Elmore, BSN, RN
Caswell CFPT Review Coordinator, Emily Hodges
Caswell County Child Fatality Prevention Team (CFPT)

SUBJECT: Local CFPT Annual Report

DATE:

The North Carolina Statute, Article 14, 7B-1406 and the CFPT Agreement Addenda with local health departments requires Local Child Fatality Prevention Teams to advocate for system improvements and needed resources where gaps and deficiencies may exist and submit a report annually to their local county commissioners and boards of health.

The purpose of the local CFPTs is to:

- identify deficiencies in the delivery of services to children and families by public agencies.
- make and carry out recommendations for changes that will prevent future child deaths; and
- promote understanding of the causes of child deaths.

Attached is the Caswell County CFPT annual report for your review for the calendar year 2024. Please feel free to contact me at 336-694-4129 X 8169 or delmore@caswellcountync.gov if you have any questions.

**Local CFPT Outline for Annual Reports
to the local County Commissioners**

- I. Introduction
- II. Role of the County Commissioners
- III. Child Deaths by Cause, System Problems Identified, Recommendations for Prevention and Actions
- IV. Caswell County CFPT Activities and Accomplishments
- V. Conclusion

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



AGENDA ITEM 11

COVER SHEET

Caswell County Board of Commissioners

meeting date: May 19, 2025

topic: CoSquare event policy and fees

(County Manager Whitaker)

attachment(s):

- CoSquare Facility Rental Policy (draft)
- CoSquare Fee Policy (draft)

fiscal impact: The proposed FY25–26 budget includes a revenue estimate of \$10,000 via fees, and there is currently funding available for security camera installation (see comments below).

staff comments or recommendation: This material was presented at the 5/5 BOC work session. Co-Square staff has received inquiries about renting the facility for events, but there is no related policy or fee structure. To increase revenue, staff recommends adopting a policy and fee schedule for event rental. The attached draft policy requires that events be held after normal working hours, so as not to conflict with the business use of the building, which is its primary purpose. The policy outlines the types of events that are allowed:

- Educational and professional development workshops
- Business meetings and corporate events
- Community gatherings and social functions
- Cultural and artistic presentations
- Nonprofit and charitable events
- Private celebrations such as showers, birthdays, and anniversaries (subject to guidelines)
- Religious and spiritual gatherings that comply with facility rules

And those that are not allowed:

- Events promoting hate speech, discrimination, or violence
- Political rallies or events endorsing specific candidates or parties
- Events that include illegal activities or substances
- Events that may pose a significant safety risk or disruption to the community
- Excessively loud or disruptive events that violate noise ordinances
- Events exceeding capacity limits or violating fire safety regulations
- Events involving weapons, gambling, or any form of illicit activity

The policy allows management to require the hiring of on-site security coverage through the Caswell County Sheriff's Office. The policy was developed after reviewing policies from other event centers. The fee policy was developed after reviewing fees from similar venues. The outstanding item is ensuring that security-camera coverage is adequate given the additional, after-hours usage proposed, and the Manager and IT Department are working with a vendor to secure an appropriate plan and proposal in time for installation within the current budget year.

suggested action or motion: If the Board concurs, a suggested motion is, *"I move to adopt the CoSquare Facility Rental Policy and Fee Policy as presented, with the caveat that rentals will not begin until adequate security cameras are installed and working effectively."*

notes:

CoSquare Facility Event Policy

Purpose:

This policy outlines the types of events permitted and prohibited within the facility to ensure a safe, inclusive, and respectful environment for all guests, staff, and community members.

Permitted Events:

The facility welcomes events that align with its mission and values, including but not limited to:

- Educational and professional development workshops
- Business meetings and corporate events
- Community gatherings and social functions
- Cultural and artistic presentations
- Nonprofit and charitable events
- Private celebrations such as showers, birthdays, and anniversaries (subject to guidelines)
- Religious and spiritual gatherings that comply with facility rules

Events may be held from 5pm – 9pm on weekdays and between 9am - 9pm on weekends.

The renter will be given an access code that they will use to get in and out of the building to set up and clean up from their events. They will be expected to respect their contract and not use their code outside of these parameters.

Prohibited Events:

To maintain the integrity of the facility and ensure the safety and comfort of all patrons, the following types of events are not allowed:

- Events promoting hate speech, discrimination, or violence
- Political rallies or events endorsing specific candidates or parties
- Events that include illegal activities or substances
- Events that may pose a significant safety risk or disruption to the community
- Excessively loud or disruptive events that violate noise ordinances
- Events exceeding capacity limits or violating fire safety regulations
- Events involving weapons, gambling, or any form of illicit activity

Security Standards:

We reserve the right to determine whether security is required for any event based on the nature and size of the gathering. If deemed necessary through the approval process, security will be provided through the Sheriff's Office. The associated cost will be the responsibility of the renter, based on the current rate set by the Sheriff's Office, sent in an invoice directly to the renter from the Sheriff's Office.

If requested, security can be provided if approved by the Sheriff's Office.

Approval Process:

All events must be submitted one month ahead of time, reviewed, and approved by facility management. Event organizers are required to submit an event request form, outlining the nature of the event, expected attendance, and any special accommodations required. The facility reserves the right to deny any event that does not align with this policy.

Enforcement and Compliance:

Failure to adhere to this policy may result in event cancellation, forfeiture of deposits, and/or restrictions on future use of the facility. The facility management reserves the right to amend this policy as needed to address evolving community needs and regulations.

For any questions or clarification regarding this policy, please contact facility management.

CoSquare Facility Event Pricing Policy

Purpose: This policy outlines the pricing structure for events held within the facility to ensure transparency, fairness, and consistency in rental costs and associated fees.

Pricing Structure: Event pricing is determined based on the following factors:

- **Type of Event** (private, nonprofit, corporate, community, etc.)
- **Facility Space Used** (meeting rooms, common area)
- **Duration of Event** (hourly, half-day, full-day, multi-day)
- **Day and Time** (weekday, weekend, peak vs. off-peak hours)
- **Additional Services Required** (security, audiovisual equipment, etc.)

Discounted rates may be available for nonprofit organizations and community groups upon approval. These groups may receive a 10% discount if 3+ hours on a weeknight or 8+ hours on a weekend.

Additional Fees:

- **Security Deposit:** A refundable deposit of \$50 is required for all reservations. The deposit will be refunded if the Renter complies with all requirements.
- **Cleaning Fee:** A cleaning fee of \$100 applies to events where the Renter does not comply with the policy of cleaning up after the event.
- **Kitchen Use Fee:** Use of kitchen appliances carries a \$50 fee.
- **Overtime Charges:** Events exceeding their scheduled time will incur an overtime fee of \$75 per hour.
- **Security Services:** Events requiring security will be charged a \$40/hour fee based on the Sheriff's Office's security rental policy.

Payment Terms:

- Full payment is due no later than 10 days before the event.
- Cancellations made less than 15 days before the event will result in the forfeiture of the deposit.

Booking and Approval Process:

- Event organizers must submit a request form detailing the event type, expected attendance, and required services.
- Facility management will review and confirm pricing based on the details provided.
- A signed rental agreement and payment of required fees are necessary to secure the booking.

Enforcement and Compliance: Failure to comply with the payment terms and facility policies may result in cancellation, additional charges, or denial of future bookings.

For further inquiries regarding event pricing, please contact facility management.

Pricing

Monday – Friday (after 5pm):

- **Common Area:**
 - \$50 per hour/\$200 per evening
- **Conference Room**
 - \$35 per hour/\$150 per evening

Saturday - Sunday (9am – 9pm):

- **Common Area**
 - \$75 per hour/\$300_per half day/\$600 per day
- **Conference Room**
 - \$50 per hour/\$250 per half day/\$400 per day

**COVER SHEET**Caswell County Board of Commissioners

meeting date: May 19, 2025

topic: Caswell County Tourism Development Authority (CCTDA) agreement
(County Manager Whitaker)

attachment(s): CCTDA Agreement

fiscal impact: The agreement provides for the County to charge a 3% administrative fee, which is estimated to generate \$2,700. This has been included in the proposed FY25–26 budget.

staff comments or recommendation: The CCTDA was established to promote travel and tourism as a public authority under the Local Government Budget and Fiscal Control Act in accordance with NCGS Session Law 2007-224 Senate Bill 442 (SL2007-224) - "An Act to authorize Caswell County and the Town of Yanceyville to levy a room occupancy tax." The legislation provides that the Caswell County Finance Officer shall be the ex officio finance officer of the CCTDA. CCTDA desires for the County to serve as the fiscal agent for the CCTDA. The attached agreement memorializes this arrangement between Caswell County and CCTDA. The Attorney has reviewed it.

suggested action or motion: If the Board concurs, a suggested motion is, *"I move to approve the CCTDA Agreement as presented."*

notes:

**STATE OF NORTH CAROLINA
CASWELL COUNTY**

CCTDA Agreement

THIS AGREEMENT is made and entered into this ____ day of _____, 2025 by and between **Caswell County**, North Carolina (the "County") and **Caswell County Tourism Development Authority** (the "CCTDA") to outline roles and responsibilities regarding maintenance of the financial records of the CCTDA, collectively, the "Parties."

W I T N E S S E T H:

WHEREAS, the CCTDA was established to promote travel and tourism as a public authority under the Local Government Budget and Fiscal Control Act in accordance with NCGS Session Law 2007-224 Senate Bill 442 (SL2007-224) - "An Act to authorize Caswell County and the Town of Yanceyville to levy a room occupancy tax." The finance officer for the County shall be the ex officio finance officer of the CCTDA.

WHEREAS, the CCTDA is to advertise or market an area or activity, publish and distribute pamphlets and other materials, conduct market research, or engage in similar promotional activities that attract tourists or business travelers to the area. These activities include administrative expenses incurred in engaging in the listed activities.

WHEREAS, SL2007-224 defines tourism-related expenditures as those that are designed to increase the use of lodging facilities, meeting facilities, or convention facilities in the county or to attract tourist or business travelers. These expenditures include tourism-related capital expenditures.

WHEREAS, the Board of Commissioners of Caswell County approved the levy of a room occupancy tax of three percent (3%) of the gross receipts derived from the rental of any room, lodging, or accommodation furnished by a hotel, motel, inn, tourist camp, or similar place within the County and the Town that is subject to sales tax imposed by the State under G.S. 105-164.4(a)(3).

WHEREAS, the Yanceyville Town Council levied a room occupancy tax of up to three percent (3%) of the gross receipts derived from the rental of any room, lodging, or accommodation furnished by a hotel, motel, inn, tourist camp, or similar place within the town that is subject to sales tax imposed by the State under G.S. 105-164.4(a)(3) by Resolution on February 6, 2024.

WHEREAS, Yanceyville Town Council by Resolution on September 12, 2023, authorized the Town of Yanceyville to remit the room occupancy tax to the CCTDA and that the occupancy tax be collected by the County.

WHEREAS, the finance officer of the County serves as ex-officio finance officer of the CCTDA and the CCTDA desires for the County to serve as the fiscal agent for the CCTDA.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

I. ANNUAL BUDGET

By April 15 each year, the CCTDA shall submit their upcoming Fiscal Year Budget request for consideration in the County's Annual Operating Budget. The Board of Commissioners and Yanceyville Town Council shall consider and adopt the annual CCTDA budget. In accordance with SL2007-224,

the CCTDA shall use at least two-thirds of the funds remitted to it under this subsection to promote travel and tourism in Caswell County and shall use the remainder for tourism-related expenditures.

II. TERM

The term of this Agreement shall continue until amended by the Board of County Commissioners.

III. ACCOUNTING

A. TRANSACTION PROCESSING

The County will handle all accounting for the CCTDA through its Finance Department. The CCTDA and County finance officer will establish procedures for payment requests and other recurring transactions in a form acceptable to both CCTDA and the County. The CCTDA will use the accounting codes established by the County when requesting transactions.

B. REPORTING

The County will provide CCTDA with monthly reports to include trial balance (cash balance), budget versus actual, and detail transactions by a mutually agreed upon date. The CCTDA may request additional reports as needed by contacting the finance officer and allowing a reasonable time for completion.

C. ANNUAL AUDIT

The CCTDA is required to have an annual audit for the Fiscal Year (July 1 – June 30). The County's auditors will conduct the audit and the cost of the audit will be charged to the CCTDA. The CCTDA shall include the cost of the audit in its annual budget.

IV. DISTRIBUTION OF TAX REVENUE

A. DISBURSEMENT

The County shall, on a monthly basis, remit the net proceeds of the occupancy tax to the CCTDA. Pursuant to Session Law 2007-224, Section 1.(c) the net proceeds are the "gross proceeds less the cost to the county of administering and collecting the tax, as determine by the finance officer, not exceed three percent (3%) of the first five hundred thousand dollars (\$500,000) of gross proceeds collected each year and one percent (1%) of the remaining gross proceeds collected each year.

V. COUNTY FINANCE OFFICER

NCGS Session Law 2007-224 Senate Bill 442 (SL2007-224) states that the "finance officer for the County shall be the ex officio finance officer of the CCTDA." The County Finance Officer is expected to regularly attend the CCTDA. The CCTDA will ensure that the County Finance Officer is provided a schedule of all meetings. If the County Finance Officer is expected to present any information at the CCTDA meetings, the CCTDA will provide at least two weeks' notice.

VI. RELATIONSHIP OF PARTIES

CCTDA is an independent contractor of the County. CCTDA represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. It is further agreed that the CCTDA will obey all State and

Federal statutes, rules and regulations that are applicable to provisions of the services called herein. Neither CCTDA nor any employee of the CCTDA shall be deemed an officer, employee or agent of the County.

VII. CANCELLATION

This Agreement may be canceled by CCTDA upon thirty (30) days' written notice to the County, and the County may terminate this agreement upon thirty (30) days' written notice to CCTDA. 6) The CCTDA understands that failure to meet any provision in Section I shall constitute grounds for cancellation of the agreement subject to Section VI and will be considered in the determining future funding agreements.

VIII. INDEMNIFICATION

CCTDA agrees to defend, indemnify, and hold harmless the County, for all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the CCTDA, except to the extent same are caused by the negligence or willful misconduct of the County.

IX. NON-ASSIGNMENT

CCTDA shall not assign all or any portion of this Agreement, including rights to payments, to any other party without the prior written consent of the County.

X. ENTIRE AGREEMENT

The parties have read this Agreement and agree to be bound by all of its terms, and further agree that it constitutes the complete and exclusive statement of the Agreement between the parties unless and until modified in writing and signed by the parties. Modifications may be evidenced by electronic signatures.

XI. GOVERNING LAW

Both parties agree that this Agreement shall be governed by the laws of the State of North Carolina.

XII. Notice.

Any notice to either Party hereunder shall be in writing and sent by prepaid, first-class mail, or via email, to the person designated as follows:

If to Caswell County:

Melissa Miller
Deputy Finance Officer

Yanceyville, NC.
mmiller@caswellcountync.gov

If to CCTDA:

[Signature page follows this page.]

IN WITNESS WHEREOF, the Parties executed and entered into this Agreement as of the date first written above.

Caswell County

Chair, Board of Commissioners

Caswell County Tourism Development Authority

PRE-AUDIT CERTIFICATE

This Agreement has been pre-audited pursuant to North Carolina General Statute §159-28 in the manner required by the Local Governmental Budget and Fiscal Control Act.

Melissa Miller, Finance Officer

Date

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

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

meeting date: May 19, 2025

topic: Health Dept. roof contract

(County Manager Whitaker)

attachment(s):

- bid sheet (3 bidders) showing Custom Coatings Inc. as lowest
- contract with Custom Coatings Inc.

fiscal impact: There are budgeted funds for FY24–25 and it will come from a \$50,000 line item.

staff comments or recommendation: This project involves the scope of work as listed within the attachment and the total contract is \$37,000 (bid sheet indicates \$38,335, but contractor revised this amount). The amount is more than \$25,000, thus the request for BOC approval. The Attorney has reviewed the contract.

suggested action or motion: The recommendation is for BOC approval of the contract to replace the Health Department roof using Custom Coatings Inc. as the vendor at a cost of \$37,000.

notes:

ROOF PROJECT BID SPREADSHEET
CASWELL COUNTY GOVERNMENT
HEALTH DEPARTMENT
189 COUNTY PARK RD
YANCEYVILLE, NC 27379
4/9/2025

CONTRACTOR	WEATHERGUARD ROOFING	CUSTOM COATINGS	GALLAHER MANAGEMENT GROUP
BASE BID	\$39,500	\$38,335	\$45,430
REPLACEMENT OF WET INSULATION (PER SQ FT)	\$3.00	\$15.00	\$6.00
CONSECUTIVE DAYS TO COMPLETE PROJECT	5	5	14
DAYS TO START AFTER AWARD	14	45-60	14

COUNTY OF CASWELL STANDARD FORM OF CONTRACT AND GENERAL CONDITIONS

FOR

Custom Coatings Inc.
Caswell Health Department Roof Restoration Project
189 County Park Rd., Yanceyville, NC

SCOPE OF WORK

- Make necessary repairs to restore roof to water tight condition along with all noted deficiencies.*
- All single-ply seams are to be checked and loose seams resealed or replaced if necessary. Remove wrinkles or tented areas.*
- All existing edge metal joints are to be sealed with a UV stable one part urethane sealant.*
- Pressure wash the entire roof surface. Simple green cleaner may be necessary to remove all carbon residue. Brushing may be required to remove all mildew and debris. Remove any ponding water and allow roof surface to dry.*
- Reinforce all existing membrane seams, flashings, and penetrations with approved 4" polyester faced peel and stick reinforcement membrane. Immediately saturate the fleece front reinforcement fabric with coating. The fleece front is not to absorb any moisture prior to coating.*
- Fully reinforce any ponding areas with polyester fabric.*
- Replace the pipe boot by the mini-HVAC unit with a like in material pipe boot.*
- Add fasteners around the perimeter where the metal has lifted.*
- Load roof and stage material buckets in grid pattern on roof surface that matches required application coverage rate. This process is to be documented with photos by installer and shown to manufacturers representative project inspector for approval.*
- In the field, apply a white coating of approved high solids silicone coating at 3 gal./100 sq. ft over existing membrane roof surface. Use a 1/4" notched squeegee to spread coating and roller apply (back roll) for uniform minimum coverage.*
- Add new sealant above camping rings at pipe boots.*

-A full-time employee of the manufacturer is to perform onsite roof inspections a minimum of 2-3 days per week during construction. A quality assurance and progress report with photos taken by the manufacturer rep is to be provided to The County of Caswell weekly during installation.

-Clean up all debris and damage done to grounds, building, and roof top (if any).

-The scope of work supersedes any discrepancies in the additional specification sections and/or data sheets.

-All contractors must view the manufacturers application videos, along with their foreman, to ensure that they understand the proper installation of the specified system.

-During pre-bid if necessary, all contractors are responsible for removing existing roof and any details, etc., to make sure that they know what they are dealing with before proceeding with their bid.

-All bidding contractors are responsible for their own field measurements. Any measurements provided are approximate only.

-Perform all work in a professional manner and as specified in these documents. Any leaks are the contractor's responsibility. Any damage caused by leaks is the contractor's responsibility.

NOTICE TO BIDDERS

Sealed bid for this work will be received by:

Scott Whitaker
Caswell County Manager
139 W. Church St., Yanceyville, NC 27379
(336) 694-4193

Custom Coatings Inc.
Patrick Stilwell
652 10th Ave Drive SE
Hickory, NC 28602

Contractors are hereby notified that they must have proper license under the State laws governing their respective trades and that North Carolina General Statute 87 will be observed in receiving and awarding contracts. General Contractors must have general license classification for the State of North Carolina.

No bid may be withdrawn after the opening of bids for a period of 30 days. The Owner reserves the right to reject any or all bids and waive informalities. Bids shall be made only on the BID/ACCEPTANCE form provided herein with all blank spaces for bids properly filled in and all signatures properly executed.

Please note on the envelope – **Bid : Attn:** Scott Whitaker, County Manager

Caswell Health Dept. Roof Restoration Project
4/9/25
Custom Coatings Inc

License No. NC 82081

BID/ACCEPTANCE FORM for

Caswell Health Dept. Roof Restoration Project

189 County Park Rd., Yanceyville, NC

The undersigned, as bidder, proposes and agrees if this bid is accepted to contract with the Caswell County, NC through Custom Coatings Inc. for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of Caswell County, NC and Custom Coatings Inc for the sum of:
\$37,000.00

Respectively submitted this _____ day of _____ 20____

(Contractor's Name)

Federal ID#: _____

By: _____

Witness: _____

Title: _____

(Owner, partner, corp. Pres. Or Vice President)

Address: _____

(Proprietorship or Partnership)

Attest: *(corporation)*

Email Address: _____

(Corporate Seal)

By: _____ License #: _____

Title: _____

(Corporation, Secretary./Ass't Secretary.)

ACCEPTED by the COUNTY OF CASWELL
through

Caswell County Board of Commissioners/County Manager

Total amount of accepted by the owner: **\$37,000**

BY: _____ TITLE: _____

Date: _____

GENERAL CONDITIONS

1. GENERAL

It is understood and agreed that by submitting a bid that the Contractor has examined these contract documents, drawings and specifications and has visited the site of the Work, and has satisfied himself relative to the Work to be performed.

2. DEFINITIONS

Owner: "Owner" shall mean, The County of Caswell

Contractor: "Contractor" shall mean Custom Coatings Inc.

Designer: The **designer(s)** are those referred to within this contract, or their authorized representatives. The Designer(s), as referred to herein, shall mean architect and/or engineer responsible for preparing the project plans and specifications. They will be referred to hereinafter as if each were of the singular number, masculine gender.

Contract Documents: "Contract Documents" shall consist of the Notice to Bidders; General Conditions of the Contract; special conditions if applicable; Supplementary General Conditions; the drawing and specifications, including all bulletins, addenda or other modifications of the drawings and specifications incorporated into the documents prior to their execution; the bid; the contract; the performance bond if applicable; and insurance certificates. All of these items together form the contract.

INTENT AND EXECUTION OF DOCUMENTS

The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job. In case of discrepancy or disagreement in the Contract Documents, the order of precedence shall be: Form of Contract, specifications, large-scale detail drawings, small-scale drawings.

In such cases where the nature of the work requires clarification by the Designer/ Owner, the Designer/ Owner shall furnish such clarification. Clarifications and drawings shall be consistent with the intent of the Contract Documents, and shall become a part thereof.

4. AS-BUILT MARKED-UP CONSTRUCTION DOCUMENTS

Contractor shall provide one complete set of legible "as-built" marked-up construction drawings and specifications recording any and all changes made to the original design during the course of construction. In the event no changes occurred, submit construction drawings and specifications set with notation "No Changes." The Designer/Owner must receive "As-built" marked-up construction drawings and specifications before the final pay request can be processed.

5. SUBMITTAL DATA

The Contractor awarded the contract shall submit all specified submittals to the Owner/Designer. A minimum number of copies as specified by the owner, of all required submittal data pertaining to construction, performance and general dimensional criteria of the components listed in the technical specifications shall be submitted. No material or equipment shall be ordered or installed prior to written approval of the submittals by the Designer/Owner. Failure to provide submittal data for review on

equipment listed in the technical specifications will result in removal of equipment by the Contractor at his expense if the equipment is not in compliance with the specifications.

6. SUBSTITUTIONS

In accordance with the provisions of G.S. 133-3, material, product, or equipment substitutions proposed by the bidders to those specified herein can only be considered during the bidding phase until five (5) days prior to the receipt of bids or by the date specified in the pre bid conference, when submitted to the Designer with sufficient data to confirm material, product, or equipment equality. Proposed substitutions submitted after this time will be considered only as potential change order.

Submittals for proposed substitutions shall include the following information:

Name, address, and telephone number of manufacturer and supplier as appropriate.

- a. Trade name, model or catalog designation.
- b. Product data including performance and test data, reference standards, and technical descriptions of material, product, or equipment. Include color samples and samples of available finishes as appropriate.
- c. Detailed comparison with specified products including performance capabilities, warranties, and test results.
- d. Other pertinent data including data requested by the Designer to confirm product equality.

If a proposed material, product, or equipment substitution is deemed equal by the Designer to those specified, all bidders of record will be notified by Addendum.

7. WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

The contractor shall maintain, in readable condition at his job site one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the owner, designer or his authorized representative.

The contractor shall maintain at the job site, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on project drawings by the contractor and submitted to the designer upon project completion and no later than 30 days after acceptance of the project.

8. MATERIALS, EQUIPMENT, EMPLOYEES

- a. The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.
- b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.

- c. Upon notice, the contractor shall furnish evidence as to quality of materials.
- d. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Request for substitution of materials, items, or equipment shall be submitted to the designer for approval or disapproval; the designer prior to the opening of bids shall make such approval or disapproval. Alternate materials may be requested after the award if it can clearly be demonstrated that it is an added benefit to the owner and the designer and owner approves.
- e. The designer is the judge of equality for proposed substitution of products, materials or equipment.
- f. If at any time during the construction and completion of the work covered by these contract documents, the language, conduct, or attire of any workman of the various crafts be adjudged a nuisance to the owner or designer, or if any workman be considered detrimental to the work, the contractor shall order such parties removed immediately from grounds.
- g. The Contractor shall cooperate with the designer and the owner in coordinating construction activities.
- h. The Contractor shall maintain qualified personnel and effective supervision at the site at all times during the project, and exercise the appropriate quality control program to ensure compliance with the project drawings and specifications. The designer is responsible for determining compliance with the drawings and specifications.

9. CODES, PERMITS AND INSPECTIONS

The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising there from.

All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable.

Projects constructed by the State of North Carolina or by any agency or institution of the State are not subject to county or municipal building codes and may* not be subject to inspection by county or municipal authorities. Where appropriate, the Contractor shall, cooperate with the county or municipal authorities by obtaining building permits. The contractor at no cost may obtain permits to the owner.

All fire alarm work shall be in accordance with the latest State Construction Office (SCO) *Guidelines for Fire Alarm Installation* (NFPA72). Where the contract documents are in conflict with the SCO guidelines, the SCO guidelines shall govern. The Contractor shall be responsible for all the costs for the correction of

the work where he installs it in conflict with the latest edition of the SCO *Guidelines for Fire Alarm Installation*..

*Inspection and certification of compliance by local authorities is necessary if an architect or engineer was not employed on the project, or if the plans and specifications were not approved and the construction inspected by the State Construction Office.

10. PROTECTION OF WORK, PROPERTY, THE PUBLIC AND SAFETY

- a. The contractors shall be jointly responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. They shall be responsible for any damage to the owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. They shall be responsible for and pay for any damages caused to the owner. All contractors shall have access to the project at all times, except as indicated in the Supplemental General Conditions.
- b. The contractor shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building, whether set by him, or any of the subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the owner.
- c. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the designer and owner.
- d. The contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around it. He shall barricade all walks, roads, etc., as directed by the designer to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.
- e. The contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. *Accident Prevention Manual in Construction*, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.
- f. The contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, *Federal Register*), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- i. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the contractor on account of such action shall be determined as provided for under Article 13(b).

- j. Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

11. SUBCONTRACTS AND SUBCONTRACTORS

The Contractor is and remains fully responsible for his own acts or omissions as well as those of any subcontractor or of any employee of either. The Contractor agrees that no contractual relationship exists between the subcontractor and the Owner in regard to the contract, and that the subcontractor acts on this work as an agent or employee of the Contractor.

12. CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of these Contract Documents shall apply equally to each Subcontractor as to the Contractor, and the Contractor agrees to take such action as may be necessary to bind each Subcontractor to these terms. The Contractor further agrees to conform to the Code of Ethical Conduct as adopted by the Associated General Contractors of America, Inc., with respect to Contractor-Subcontractor relationships. The Owner reserves the right to limit the amount of portions of work to be subcontracted as hereinafter specified.

13. CHANGES IN THE WORK AND CLAIMS FOR EXTRA COST

- a. The owner may have changes made in the work covered by the contract. These changes will not invalidate and will not relieve or release the contractor from any guarantee given by him pertinent to the contract provisions. These changes will not affect the validity of the guarantee bond and will not relieve the surety or sureties of said bond. All extra work shall be executed under conditions of the original contract.
- b. Except in an emergency endangering life or property, no change shall be made by the contractor except upon receipt of approved change order from the designer, countersigned by the owner authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed. Should a claim for extra compensation by the contractor be denied by the designer or the owner, the contractor may pursue his claim in accordance with G.S. 143-135.3.

In the event of emergency endangering life or property, the contractor may be directed to proceed on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as specified by the designer or owner, a correct account of costs together with all proper invoices, payrolls and supporting data. Upon completion of the work the change order will be prepared as outlined under either Method "c(1)" or Method "c(2)" or both.

- c. In determining the values of changes, either additive or deductive, contractors are restricted to the use of the following methods:
 - 1. Where the extra work involved is covered by unit prices quoted in the proposal, or subsequently agreed to by the Contractor, Designer, Owner and State Construction Office the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed of the items involved, except in such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph c (2) herein. If neither party elects to proceed under c (2), then unit prices shall apply.

2. The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.
- d. Under Paragraph "b" and Methods "c(2)" above, the allowances for overhead and profit combined shall be as follows: all contractors (the single contracting entity (prime), his subcontractors (1st tier subs), or their sub-subcontractors (2nd tier subs, 3rd tier subs, etc.) shall be allowed a maximum of 10% on work they each self-perform; the prime contractor shall be allowed a maximum of 5% on contracted work of his 1st tier sub; 1st tier, 2nd tier, 3rd tier, etc. contractors shall be allowed a maximum of 2.5% on the contracted work of their subs. ; Under Method "c(1)", no additional allowances shall be made for overhead and profit. In the case of deductible change orders, under Method "c(2)" and Paragraph (b) above, the contractor shall include no less than five percent (5%) profit, but no allowances for overhead.
 - e. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:
 1. The actual costs of materials and supplies incorporated or consumed as part of the work;
 2. The actual costs of labor expended on the project site; labor expended in coordination, change order negotiation, record document maintenance, shop drawing revision or other tasks necessary to the administration of the project are considered overhead whether they take place in an office or on the project site.
 3. The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions; worker's compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts; the total of which shall not exceed thirty percent (30%) of the actual costs of labor;
 4. The actual costs of rental for tools, excluding hand tools; equipment; machinery; and temporary facilities required for the work;
 5. The actual costs of premiums for bonds, insurance, permit fees and sales or use taxes related to the work.

Overtime and extra pay for holidays and weekends may be a cost item only to the extent approved by the owner.

- f. Should concealed conditions be encountered in the performance of the work below grade, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, the contract sum and time for completion may be equitably adjusted by change order upon claim by either party made within thirty (30) days after the condition has been identified. The cost of such change shall be arrived at by one of the foregoing methods. All change orders shall be supported by a unit cost breakdown showing method of arriving at net cost as defined above.
- g. Change orders shall be submitted by the contractor in writing to the owner/designer for review and approval. The contractor will provide such proposal and supporting data in suitable format. The designer shall verify correctness. Delay in the processing of the change order due to lack of proper submittal by the contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within fourteen

(14) days after receipt of the contractor's accepted proposal including all supporting documentation required by the designer, the designer shall prepare the change order and forward to the contractor for his signature or otherwise respond, in writing, to the contractor's proposal. Within seven (7) days after receipt of the change order executed by the contractor, the designer shall, certify the change order by his signature, and forward the change order and all supporting data to the owner for the owner's signature. The owner shall execute the change order, within seven (7) days of receipt.

At the time of signing a change order, the contractor shall be required to certify as follows:

"I certify that my bonding company will be notified forthwith that my contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety."

- h. A change order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work.
- i. If, during the progress of the work, the owner requests a change order and the contractor's terms are unacceptable, the owner, may require the contractor to perform such work on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as specified by the Designer or owner, a correct account of cost together with all proper invoices, payrolls and supporting data. Upon completion of the work a change order will be prepared with allowances for overhead and profit per paragraph d. above and "net cost" and "cost" per paragraph e. above. Without prejudice, nothing in this paragraph shall preclude the owner from performing or to have performed that portion of the work requested in the change order.

14. ANNULMENT OF CONTRACT

If the contractor fails to begin the work under the contract within the time specified, or the progress of the work is not maintained on schedule, or the work is not completed within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work, or shall perform the work unsuitably or shall discontinue the prosecution of the work, or if the contractor shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the work in an acceptable manner, the owner may give notice in writing, sent by certified mail, return receipt requested, to the contractor and his surety (if applicable) of such delay, neglect or default, specifying the same, and if the contractor within a period of seven (7) days after such notice shall not proceed in accordance therewith, then the owner shall, declare this contract in default, and, thereupon, the surety shall promptly take over the work and complete the performance of this contract in the manner and within the time frame specified. In the event the contractor, or the surety (if applicable) shall fail to take over the work to be done under this contract within seven (7) days after being so notified and notify the owner in writing, sent by certified mail, return receipt requested, that he is taking the same over and stating that he will diligently pursue and complete the same, the owner shall have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of said contractor, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said contract according to the terms and provisions thereof or use such other methods as in his opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the owner, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said contractor and surety (if applicable). In case the expense so incurred by the owner shall be less than the sum which would have been payable under the contract, if it had been completed by said contractor, then the said contractor and surety (if

applicable) shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the contractor and the surety (if applicable) shall be liable and shall pay to the owner the amount of said excess.

15. TERMINATION FOR CONVENIENCE

- a. Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience, after notification to the contractor in writing via certified mail. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.
- b. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as approved by Owner; (3) plus ten percent (10%) of the cost of the balance of the work to be completed for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

16. OWNER'S RIGHT TO DO WORK

If, during the progress of the work or during the period of guarantee, the contractor fails to prosecute the work properly or to perform any provision of the contract, the owner, after seven (7) days' written notice sent by certified mail, return receipt requested, to the contractor from the designer, may perform or have performed that portion of the work. The cost of the work may be deducted from any amounts due or to become due to the contractor, such action and cost of same having been first approved by the designer. Should the cost of such action of the owner exceed the amount due or to become due the contractor, then the contractor or his surety, or both, shall be liable for and shall pay to the owner the amount of said excess.

17. REQUESTS FOR PAYMENT

Contractor shall refer to the Supplemental General Conditions for specific directions on payment schedule, procedures and the name and address where to send applications for payments for this project. It is imperative that invoices be sent only to the above address in order to assure proper and timely delivery and handling.

The Designer/Owner will process all Contractor pay requests as the project progresses. The Contractor shall receive payment within thirty (30) consecutive days after Designer/Owner's approval of each pay request. Payment will only be made for work performed as determined by the Designer/Owner.

Retainage:

- a. Retainage withheld will not exceed 5% at any time.
- b. The same terms apply to general contractor and subcontractors alike.
- c. Following 50% completion of the project no further retainage will be withheld if the contractor/subcontractor has performed their work satisfactorily.
- d. Exceptions:
 1. Owner/Contractor can reinstate retainage if the contractor/subcontractor does not continue to perform satisfactorily.

2. Following 50% completion of the project, the owner is authorized to withhold additional retainage from a subsequent periodic payment if the amount of retainage withheld falls below 2.5%.

Final payment will be made within forty-five (45) consecutive days after acceptance of the work, receipt of marked-up "as-built" drawings and specifications and the submission both of notarized Contractor's affidavit and final pay request. All pay requests shall be submitted to the Designer/Owner for approval.

THE CONTRACTOR'S FINAL PAYMENT AFFIDAVIT SHALL STATE: "THIS IS TO CERTIFY THAT ALL COSTS OF MATERIALS, EQUIPMENT, LABOR, SUBCONTRACTED WORK, AND ALL ELSE ENTERING INTO THE ACCOMPLISHMENT OF THIS CONTRACT, INCLUDING PAYROLLS, HAVE BEEN PAID IN FULL."

18. PAYMENTS WITHHELD

The designer with the approval of the Owner may withhold payment for the following reasons:

- a. Faulty work not corrected.
- b. The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer.
- c. To provide for sufficient contract balance to cover liquidated damages that will be assessed.
- d. The secretary of the Department of Administration may authorize the withholding of payment for the following reasons:
 - i. Claims filed against the contractor or evidence that a claim will be filed.
 - ii. Evidence that subcontractors have not been paid.

When grounds for withholding payments have been removed, payment will be released. Delay of payment due the contractor without cause will make owner liable for payment of interest to the contractor as provided in G.S. 143-134.1. As provided in G.S. 143-134.1(e), the owner shall not be liable for interest on payments withheld by the owner for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

19. MINIMUM INSURANCE REQUIREMENTS

The work under this contract shall not commence until the contractor has obtained all required insurance and verifying certificates of insurance have been approved in writing by the owner. These certificates shall document that coverages afforded under the policies will not be cancelled, reduced in amount or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the owner of such alteration or cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

a. Worker's Compensation and Employer's Liability

The contractor shall provide and maintain, until final acceptance, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$250,000.

b. Public Liability and Property Damage

The contractor shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury:	\$1,000,000 per occurrence
Property Damage:	\$250,000 per occurrence / \$500,000 aggregate

In lieu of limits listed above, a \$1,500,000 combined single limit shall satisfy both conditions.

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the work performed under the contract.

c. Property Insurance (Builder's Risk/Installation Floater)

The contractor shall purchase and maintain property insurance until final acceptance, upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the owner, the contractor, the subcontractors and sub-subcontractors in the work and shall insure against the perils of fire, wind, rain, flood, extended coverage, and vandalism and malicious mischief. If the owner is damaged by failure of the contractor to purchase or maintain such insurance, then the contractor shall bear all reasonable costs properly attributable thereto; the contractor shall effect and maintain similar property insurance on portions of the work stored off the site when request for payment per articles so includes such portions.

d. Deductible

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the contractor.

e. Other Insurance

The contractor shall obtain such additional insurance as may be required by the owner or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

f. Proof of Carriage

The contractor shall furnish the owner with satisfactory proof of carriage of the insurance required before written approval is granted by the owner.

20. ASSIGNMENT

No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the Owner and solely as a convenience to the Contractor, the Owner may: (1) forward the Contractor's payment check directly to any person or entity designated by the Contractor, and (2) include any person or entity designated by Contractor as a joint

payee on the Contractor's payment check. In no event shall such approval and action obligate the Owner to anyone other than the Contractor, and the Contractor shall remain responsible for fulfillment of all contract obligations.

21. CLEANING UP AND RESTORATION OF SITE

The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by the Owner.

At the end of construction, the contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs and other elements shall be repaired, cleaned or otherwise restored to their original state.

22. GUARANTEE

The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the owner.

Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period.

Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

Guarantees for roofing workmanship and materials shall be stipulated in the specifications sections governing such roof, equipment, materials, or supplies.

23. STANDARDS

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector which customarily requires the label or re-examination listing or identification marking of appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and State and federal requirements relating to clean air and water pollution.

All equipment and products must be independent third party tested and labeled (UL, FM, or CTS) before final connections to Owner services or utilities.

24. TAXES

- a. Federal excise taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3442(3)).

- b. Federal transportation taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3475(b) as amended).
- c. North Carolina sales tax and use tax, as required by law, do apply to materials entering into state work and such costs shall be included in the bid proposal and contract sum.
- d. Local option sales and use taxes, as required by law, do apply to materials entering into state work as applicable and such costs shall be included in the bid proposal and contract sum.
- e. **Accounting Procedures for Refund of County Sales & Use Tax**

Amount of county sales and use tax paid per contractor's statements:

Contractors performing contracts for state agencies shall give the state agency for whose project the property was purchased a signed statement containing the information listed in G.S. 105-164.14(e).

The Department of Revenue has agreed that in lieu of obtaining copies of sales receipts from contractors, an agency may obtain a certified statement as of April 1, 1991 from the contractor setting forth the date, the type of property and the cost of the property purchased from each vendor, the county in which the vendor made the sale and the amount of local sales and use taxes paid thereon. If the property was purchased out-of-state, the county in which the property was delivered should be listed. The contractor should also be notified that the certified statement may be subject to audit.

In the event the contractors make several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, the counties, and the county sales and use taxes paid thereon.

Name of taxing county: The position of a sale is the retailer's place of business located within a taxing county where the vendor becomes contractually obligated to make the sale. Therefore, it is important that the county tax be reported for the county of sale rather than the county of use.

When property is purchased from out-of-state vendors and the county tax is charged, the county should be identified where delivery is made when reporting the county tax.

Such statement must also include the cost of any tangible personal property withdrawn from the contractor's warehouse stock and the amount of county sales or use tax paid thereon by the contractor.

Similar certified statements by his/her subcontractors must be obtained by the general contractor and furnished to the claimant.

Contractors are not to include any tax paid on supplies, tools and equipment which they use to perform their contracts and should include only those building materials, supplies, fixtures and equipment which actually become a part of or annexed to the building or structure.

25. EQUAL OPPORTUNITY CLAUSE

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race,

color, religion, sex or national origin, and the implementing rules and regulations prescribed by the secretary of Labor, are incorporated herein.

The contractor(s) agree not to discriminate against any employee or applicant for employment because of physical or mental disabilities in regard to any position for which the employee or applicant is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with such disabilities without discrimination based upon their physical or mental disability in all employment practices.

26. ACCESS TO PERSONS AND RECORDS

The County Auditor shall have access to persons and records as a result of all contracts or grants entered into by the Owner in accordance with General Statute 147-64.7. The Owner's internal auditors shall also have the right to access and copy the Contractor's records relating to the Contract and Project during the term of the Contract and within two years following the completion of the Project/close-out of the Contract to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to Contractor's requests for payment, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for lost efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from Owner and/or its project representatives.

27. GOVERNING LAWS

This contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina. The Contractor shall comply with all applicable federal, State and local laws, statutes, ordinances and regulations including, but not limited to, the Omnibus Transportation Act of 1991 and its implementing regulations.

28. CONTRACTOR EVALUATION

The contractor's overall work performance on the project shall be fairly evaluated in accordance with the County policy and procedures, for determining qualifications to bid on future County projects. In addition to final evaluation, an interim evaluation may be prepared during the progress of project. The owner may request the contractor's comments to evaluate the designer.

29. E-VERIFY

The North Carolina General Assembly passed legislation (HB786) on September 4, 2013 requiring North Carolina local governments to impose E-Verify requirements on contractors in formal bidding ranges for procurement and construction. The E-verify Affidavit is located on the Caswell County website in the Finance Department/Forms area. The form must be part of the bid document package.

30. Iran Divestment Act

In the 2015 legislative session, the North Carolina General Assembly enacted the Iran Divestment Act (S.L. 2015-118; SB455)2 ("the Act") which prohibits state agencies and local governments from entering into contracts with an entity that has been identified by the North Carolina State Treasurer as being engaged in certain investment activities in the Iranian energy sector. The State Treasurer's Office is required to publish a list of entities it has identified as engaging in these activities and must update the list every 180 days. An entity identified on the Treasurer's list (called the "Final Divestment List") is prohibited from contracting with a state agency or any local governments.

Local governments must require contractors to certify they are not on the list and that they will not use subcontractors who are on the list. Departments must check with the finance officer or the county attorney to verify the selected vendor or contractor is not on the list.

Any existing contract with a person added to the Iran List while the contract is still in effect will be allowed to expire in accordance with the contract's terms.

SUPPLEMENTARY GENERAL CONDITIONS

TIME OF COMPLETION

The Contractor shall commence work to be performed under this Contract on a date to be specified in written order from the Designer/Owner and shall fully complete all work hereunder within **5** consecutive calendar days **(*Weather Permitting*)** from the Notice to Proceed. For each day in excess of the above number of days, the Contractor shall pay the Owner the amount of two hundred fifty Dollars (\$ 250.00) as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner should the Contractor fail to complete the Work within the time specified.

If the Contractor is delayed at anytime in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time may be reasonably extended in a written order from the Owner upon written request from the contractor within ten days following the cause for delay. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the Owner do not entitle the Contractor to compensable damages for delays. Any contractor claim for compensable damages for delays is limited to delays caused solely by the owner or its agents.

ROOFING GUARANTEE

The following paragraph is hereby added and shall become a part of the Guarantee of the General Conditions of the Contract. The substitution of an equal or longer term manufacturer's warranty in lieu of this requirement will not be accepted.

The Roofing Contractor shall warrant the materials and workmanship of the roofing system against leakage and against defects due to faulty materials, workmanship and contract negligence for a period of two (2) years following acceptance of the project by the Owner.”

The Roofing System Manufacturer shall inspect the installation and warrant the materials and workmanship of the roofing system against leakage for a minimum period of ten (10) years following acceptance of the project by the Owner.

PERFORMANCE AND PAYMENT BONDS

Contractor shall furnish a Performance Bond and Payment Bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract amount. Bonds shall be executed in the form bound with these specifications (Forms 307 & 308). An authorized agent of the bonding company who is licensed to do business in North Carolina shall countersign all bonds.

THIS AGREEMENT has been executed as of the date first herein above written.

Caswell County: _____ Date _____
Tim Yarbrough, Chairman of the Board

Russell Johnston, County Attorney

Date _____

Scott Whitaker, County Manager

Date _____

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

Melissa Miller Interim Finance Director

date _____

BY: _____ TITLE: _____
Agent of Custom Coatings Inc.

Date: _____

**COVER SHEET**Caswell County Board of Commissioners

meeting date: May 19, 2025

topic: Financial Performance Indicators of Concern (FPIC) to LGC

Presenter: Scott Whitaker

attachment(s): FPIC

fiscal impact: n/a

staff comments or recommendation: When auditors identify financial performance indicators of concern as part of the audit findings, the local government must provide a response to the Local Government Commission (LGC). Financial consultant Johnna Sharpe has prepared the attached response, which must be reviewed and approved by the BOC. For this particular document, all BOC members must sign.

suggested action or motion: Motion to approve the Financial Performance Indicators of Concern Response.

notes:



CASWELL COUNTY

144 Court Square, Yanceyville, NC 27379

www.caswellcountync.gov

336-694-4193

FINANCIAL STATEMENT FINDINGS AND FINANCIAL PERFORMANCE INDICATORS OF CONCERNS ("FPICS") RESPONSES

FOR THE YEAR ENDED JUNE 30, 2023

THE FOLLOWING FINDINGS WERE NOTED IN THE AUDIT REPORT AND REQUIRE A FORMAL RESPONSE TO THE LOCAL GOVERNMENT COMMISSION (LGC).

Finding: 2023-001 Reconciliation of Records
--

Auditor Statement In reviewing records and testing certain account balances, we noted that several accounts were not reconciled and adjusted timely to include cash, receivables, payables, and other balance sheet accounts. Additionally, during our testing of daily collections we had issues tracing collections to general ledger postings and the bank statement.

Response Because of the lateness of the County's audits, this is repeat finding and there was not an opportunity to correct the deficiencies noted in the FY22 audit for FY23 financial transactions.

In December 2021, the County hired a CPA firm to perform bank reconciliations and assist in preparing the County's financial records for through FY23. In March, 2023 the North Carolina Association of County Commissioners' (NCACC) Strategic Members Services assigned an experience local government finance consultant (Consultant) to support County finance staff in bringing all their audits current. The Consultant is dedicated to Caswell approximately 16 to 24 hours per week and will continue working with the County through completion of the FY25 audit.

The NCACC Consultant is also engaged to train Finance Staff in more efficient and effective processes for performing daily operations that will reduce the likelihood of errors in financial reporting. As Finance staff begin resuming work previously done by the outside accountants, they are identifying improvements to ensure transactions are posted accurately and timely with proper reconciliations preformed.

The finance director position became vacant in May 2024, which slowed the progress on the FY23 and FY24 audits. The County has been unsuccessful in hiring a new finance director with the accounting knowledge and experience to establish the appropriate procedures for timely reconciliations. One was hired, but resigned after three days. The County intends to recruit for a new officer upon completion of the FY24 audit.

Completion Date: The audit for June 30, 2024 scheduled for completion in Summer 2025 should evidence improvement in this area.

Finding: 2023-002 Deficit Fund Balances Not Appropriated in the Next Fiscal Year

Auditor Statement The County had three funds with a negative fund balance: Caswell Enterprise Center Fund, Family Services of Caswell Fund, and Solid Waste Fund.

Response: Family Services: During FY23 and FY24, staff fell behind in requesting reimbursements from various granting agencies. As the reimbursements had not been filed, the County was unable to record anticipated revenue. A concerted effort was made to bring the grant reimbursement requests current in FY24, which should eliminate the deficit upon completion of the audit.

Solid Waste Fund: As noted in the FY22 Corrective Action Plan, solid waste fees have been increased annually through FY25 to stabilize the fund. It was expected that the deficit in the fund would be eliminated by FY23. If not for the depreciation, Solid Waste would have been very close to curing the deficit on a GAAP basis. Upon completion of the FY24 audit, management will evaluate if a transfer from the General Fund is needed to eliminate the any remaining deficit.

Caswell Enterprise Fund: The CoSquare project was completed at the end of FY21 and shown as a closed project. Reconciliation of FY22 records revealed certain architecture and engineering final bills had been charged to a different fund and should have been charged against the project. Funds are available in Revolving Loan Fund to cure the deficit close out the fund.

Completion Date: Because of the timing of this audit's completion, the necessary transfers to eliminate the deficits can not be accomplished until the records are fully current as of June 30, 2024 audit, and therefore will be completed during FY25 or FY26.

Finding: 2023-003 Prior Period Adjustment
--

Auditor Statement An adjustment was recorded between the General Fund and Special Revenue Fund of \$430,105 to move expenses to the General Fund that were inadvertently left in the Special Revenue Fund. An additional adjustment to record unpaid payroll taxes in General Fund (\$97,602), Section 8 Housing Fund (\$984), Family Services Fund (\$1,385), Solid Waste (\$439) and Department of Transportation Fund (\$1,404); combined with an entry to correct accrued payroll in General Fund (\$804,492), Section 8 Housing Fund (\$8,768), Family Services Fund (\$10,441), Solid Waste (\$4,186) and Department of Transportation Fund (\$16,834). Adjustments of (\$3,593) and \$1,358 were made in the Fines and Forfeitures and Deed of Trust Fund, respectively to clean up expenses that were coded to the wrong fund. Also, (\$412,398) was recorded on the Governmental Activities to remove CIP.

Response: As the County works to bring their audits current, additional information gathered during the reconciliation process for each fiscal year clarifies prior transactions. The prior period adjustments have been necessary to properly reflect the condition of the records for the current audit presented. While the County cannot be certain that will be no Prior Period Adjustments moving forward, they are unaware of any that will be needed for FY24 at this time.

Completion Date: Completion of the FY24 audit by July 2025.

Finding: 2023-004 Budget Violation

066

Auditor Statement The budget was overspent in the following General Fund departments: Administration (\$124,003), Finance (\$13,206), Fleet Management (\$272,039); Sheriff (\$458,151), Jail (\$38,077), Inspections (\$19,192), Planning Board (\$33,755), Purchased Services (\$4,392), Other County Assistance (\$15,026), DJJDP (\$86), Recreation (\$2,934), Debt Service (\$323,339). The following funds also reported expenditures in excess of appropriations: the Revaluation Fund (\$185,896), School Capital Projects Fund (\$9,971,323), Special Fire District Fund (\$149,260), Economic Development /Tourism /Occupancy Tax (\$123,260), and the Representative Payee Fund (\$169,182). Additionally, transfers were made from the General Fund to the Family Services Fund (\$3,000) in excess of the budgeted amount; additionally, transfers of \$50,000 to the Riverside Furniture Project Fund were unbudgeted.

Response: Because of the lateness of the County's audits, this is repeat finding and there was not an opportunity to correct the deficiencies noted in the FY22 audit for FY23 financial transactions. The incompleteness of the accounting records during FY23 prevented the County from taking the necessary steps prior to the end of the fiscal year to amended the budget appropriately.

Significant changes were made to the FY24 and FY25 budgets to address several of the deficient areas. At the end of FY24, a budget amendment was developed to address potential areas of overspending and approved by the Board of Commissioners.

The Interim County Manager and NCACC consultant continues to work with Finance staff to improve budget monitoring through regular budget versus actual reporting.

Completion Date: Because of the timing of this audit's completion, the budget findings will likely exist FY24, but will be resolved for the fiscal year ending June 30, 2025 as appropriate procedures will be in place for

Finding: 2023-005 Budget Violation

Auditor Statement Estimated revenues and appropriations were not budgeted for several funds: Mini Grant Project Fund, Special Revenue Fund, Deed of Trust Fund, or the Caswell Enterprise Center Fund.

Response: The FY23 budget ordinance included a budget for Fines and Forfeitures and Representative Payee Funds, but did not include a budget for the Municipal Tax Collections. The FY24 and FY25 budget ordinances included a budget for all funds requiring a budget.

The County finance staff did not appropriately budget for capital project funds, but now understands how these funds should be handled in the future.

Completion Date: June 30, 2025.

Finding: 2023-006 Late Submission of Audit

Auditor The report was not finalized until 18 months after the required due date of October 31, 2023.

Response: As noted under finding 2023-001, the County has taken measures to move toward timely completion of the annual audit. The finance director vacancy and efforts to correct issues going back multiple years slowed progress on the FY23 and FY24 audits. In FY25 the accuracy of accounting is significantly improved. The County should be current with their audits by July 2025 and is well-positioned to complete the FY25 by the new December 31 deadline.

Completion Date: FY24 audit completion target of July 2025; FY25 audit completion target of December 31, 2025

Finding: 2023-007 Retention of Records (Lack of Internal Controls)

Auditor Statement There were several tests performed as part of the audit process that the County was not able to provide adequate documentation to substantiate the postings. When performing Health Department testing, the County could not provide any record of internal monitoring performed during the year. For expenditure testing, the County was unable to provide support for one of the twenty-four transactions requested in our search for unrecorded payables, nine of the twenty-eight transactions requested for travel, two of the two transactions requested for miscellaneous expenses testing, eight of the seventeen transactions requested for professional fees and contract expense analysis, one item out of forty-nine transactions requested in credit card testing, and two of the seventy-one transactions requested for capital outlay testing. For the revenue testing, there County was unable to provide support for three of the twelve transactions requested for the US Marshals Service revenue testing.

Response: Because of the lateness of the County's audits, this is repeat finding and there was not an opportunity to correct the deficiencies noted in the FY22 audit for FY23 financial transactions.

The current Finance Team has worked to improve recordkeeping and is fully utilizing the integrated Content Management system within the MUNIS to store supporting documentation as transactions occur and more importantly is requiring appropriate documentation when processing transactions.

This is an on-going effort and future audits should improvement in this area.

Completion Date: June 30, 2024 with continuous improvement.

Finding: 2023-008 Lack of Board Approval on Tax Releases and Refunds

Auditor Statement In accordance with North Carolina General Statutes § 105-381b the Board should be reviewing and approving tax releases and refunds or delegating its authority to determine requests for a release or refund of less than \$100 to the finance officer, manager, or attorney of the taxing unit.

The Board is not reviewing tax releases and refunds as required.

Response: The Board of Commissioners will be made aware of their responsibilities under NCGS 105-381b. The Tax Administrator or Finance Office will create recurring agenda item for the Board's consideration of approval at a regular board meeting.

Completion Date: July 2025

Finding: 2023-009 Daily Collections Not Deposited Timely

Auditor Statement During our testing it was noted that the Inspections/Planning department was holding daily collections until Friday. Additionally, Register of Deeds had 1 deposits of 31 tested that were not deposited timely.

Response: The Finance Staff has reiterated the Daily Deposit requirement to county departments, especially those departments identified in the finding. Finance continues to monitor deposits and follows up on any violations.

Completion Date: On-going.

Finding: 2023-010 Lack of Internal Controls Around Payroll

Auditor Statement During our testing of various payroll processes it was noted that deductions were not properly set up in the system and therefore payroll taxes were not properly calculated or paid.

Response: The issue with under withholding of FICA was corrected in July 2024. An accrual of the amounts under withheld has been established at June 30, 2023 for both the employer and employee portion so that County can submit corrected 941s.

Completion Date: August 31, 2025

Finding: 2023-010 Preaudit Verbiage Missing From Check Face
--

Auditor Statement The County did not have the required preaudit certificate on the face of the checks.

Response: The County was made aware of the finding during the audit and corrected the issue prior to completion of the audit. The required pre-audit language is now printed on the face of the check.

Completion Date: February 2025.

RESPECTFULLY SUBMITTED BY THE CASWELL COUNTY BOARD OF COMMISSIONERS
--

Tim Yarbrough, Chair

Frank Rose, Vice-Chair

Finch Holt, Commission

Greg Ingram, Commissioner

Tony Smith, Commissioner

Brian Totten, Commissioner

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

**AGENDA ITEM 15****COVER SHEET**Caswell County Board of Commissioners

meeting date: May 19, 2025

topic: Senior Services Veterans grant budget amendment

(County Manager Whitaker)

attachment(s): no

fiscal impact: (will advise exact details at BOC meeting)

staff comments or recommendation: This item involves a grant and a deadline of 7/30. The amount available for this item is \$18,000 and it requires a budget amendment. More info about this topic will be available at the meeting.

suggested action or motion: recommendation is for BOC approval of the budget amendment following exact details at the BOC meeting.

notes:

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

**COVER SHEET**Caswell County Board of Commissioners

meeting date: May 19, 2025

topic: HVAC unit at Guilford Mill location

(County Manager Whitaker)

attachment(s):

- 3 bids showing Barber as lowest
- contract with Barber Heating & Air

fiscal impact: funds are available in the FY24–25 budget

staff comments or recommendation: The Guilford Mills location has an immediate need for A/C (per the scope of work in the attached contract), especially given the mid-80s temperatures at the time of this memo. The amount is less than \$25,000, but replacement of this HVAC unit was not budgeted, thus the request for BOC approval. The Attorney has reviewed the attached contract.

suggested action or motion: The recommendation is for BOC approval of the contract to immediately replace the HVAC unit at Guilford Mills using Barber Heating & Air as the vendor at a cost of \$20,658.59.

notes:

James Heating & Air
209 W Ruffin Street
Mebane, NC 27302



PROPOSAL

Presented to:
Caswell County Board of Commisioners
P.o. Box 98
Yanceyville, NC 27379

Customer Contact:
H: (336) 684-4198
E: bpowell@caswellcountync.gov

Job # 62858
Proposal # P-62858-2
Technician William Tice
Issue Date Apr 25 2025

Service Location:
126 Court Sq
Yanceyville, NC 27379

Price: \$21,000.00

Description	Qty	Price
Estimate Propose to install a Daikena 13.4 Seer 460 volt 10 ton roof top package heat pump for \$21,000. Price includes programmable thermostat, high and low voltage wiring, reconnect to existing duct, drain line, curb adaptor, 25% manual fresh air damper, lift/crane rental, removal of old equipment, start up unit and check operations, all parts, materials, permits, taxes, and labor. Price includes 5 year warranty on parts, and a 1 year labor warranty. *We require half deposit before starting the job with balance due upon completion. *WE NOW OFFER FINANCING. FOR MORE INFORMATION, CLICK THE LINK BELOW. https://beta.apptacker.ftlfinance.com/C217748 THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary (above) is furnished by James Heating and Air as a good faith estimate. The above estimate does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. The final cost of the work may differ from the estimate, perhaps materially. This is not a guarantee of work to be performed. Agreeing to the estimate and authorizing James Heating and Air to perform the work as summarized and on these estimated terms is agreeing to pay the full amount for all work performed.	1	\$21,000.00
		Price
		\$21,000.00

Review and Sign

Customer Approval:

☐ I accept this proposal and agree to the terms and conditions.

Contract Terms:

I agree to the work as specified above.

Duggins Mechanical

618 W Elm St
 Graham, NC 27253
 +13362262164
 www.dugginsmechanical.
 com

**Estimate****ADDRESS**

Caswell County

ESTIMATE # 3240

DATE 04/28/2025

JOB LOCATION

Mill Bldg

ACTIVITY	QTY	AMOUNT
Total Job	1	26,634.00
Remove and dispose of existing equipment		
Install new 10 ton packaged heat pump with 18kw electric heat and economizer by American Standard		
Install new drain line		
Install new water detection device		
Install new digital thermostat		
Install new equipment support pad		
High voltage reconnection by Mark Cook		
Connect to existing duct work		
Recovery refrigerant from old equipment		
Crane fee		
Fresh air (economizer)		
Install audible visual smoke detector		
All materials, equipment and labor		
SUBTOTAL		26,634.00
TAX		0.00
TOTAL		\$26,634.00

Accepted By

Accepted Date

NC License: 19886

There is a 3% fee on all credit card payments.

There is a 1.5% finance charge that will be assessed to all accounts over 30 days past due - any and all collection fees associated with collections will also be assessed



Barber Heating & Air, Inc.
PO Box 4026, Burlington, NC 27215 United States
(336) 226-6959

Estimate 82342372
Job 82313710
Estimate Date 4/28/2025
Customer PO

Win

076

Billing Address
Caswell County
P.O. BOX 204
Yanceyville, NC 27379 USA

Job Address
Caswell County
P.O. BOX 204
Yanceyville, NC 27379 USA

Estimate Details

Packaged Heat Pump Replacement - Daikin - 339 Wall Street: Equipment: Daikin

- (1) 10-ton Packaged Heat Pump
- (1) Honeywell Thermostat
- (1) Secondary Float Switch
- (1) Curb Adapter
- (1) Crane Service
- (1) Economizer (Fresh Air)
- (1) Smoke Detector and Audio Visual

Daikin Warranty after registration:

- (1) Year labor
- (5) Years parts

Barber Heating & Air will provide and install the equipment listed above. At the completion of the work this job will be inspected by the appropriate inspection department.

NOTE: This quote DOES include Electrical.

Service #	Description	Quantity	Your Price	Your Total
Light Commercial RTU	Light Commercial RTU	1.00	\$19,352.31	\$19,352.31
Potential Savings				\$0.00
Sub-Total				\$19,352.31
Tax				\$1,306.28
Total				\$20,658.59

Thank you for choosing Barber Heating & Air, Inc.

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary [above] is furnished by Barber Heating & Air, INC as a good faith estimate of work to be performed at Caswell County[the location described above] and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree to the estimate and authorize [the contractor] to perform the work as summarized and on these estimated terms, and I agree to pay the full amount for all work performed.

COUNTY OF CASWELL STANDARD FORM OF CONTRACT AND GENERAL CONDITIONS

FOR

Barber Heating & Air
Packaged Heat Pump Replacement
339 Wall St., Yanceyville, NC

SCOPE OF WORK

- (1) 10-ton Packaged Heat Pump
2. (1) Honeywell Thermostat
3. Secondary Float Switch
4. (1) Curb Adapter
5. (1) Crane Service
6. (1) Economizer (Fresh Air)
7. (1) Smoke Detector and Audio Visual

Daikin warranty after registration
Year labor
(5) years parts

-The scope of work supersedes any discrepancies in the additional specification sections and/or data sheets.

-All contractors must view the manufacturers application videos, along with their foreman, to ensure that they understand the proper installation of the specified system.

-During pre-bid if necessary, all contractors are responsible for removing existing roof and any details, etc., to make sure that they know what they are dealing with before proceeding with their bid.

-All bidding contractors are responsible for their own field measurements. Any measurements provided are approximate only.

-Perform all work in a professional manner and as specified in these documents. Any leaks are the contractor's responsibility. Any damage caused by leaks is the contractor's responsibility.

NOTICE TO BIDDERS

Sealed bid for this work will be received by:

Scott Whitaker
Caswell County Manager
139 W. Church St., Yanceyville, NC 27379
(336) 694-4193

Barber Heating & Air
PO Box 4026
Burlington, NC 27215

Contractors are hereby notified that they must have proper license under the State laws governing their respective trades and that North Carolina General Statute 87 will be observed in receiving and awarding contracts. General Contractors must have general license classification for the State of North Carolina.

No bid may be withdrawn after the opening of bids for a period of 30 days. The Owner reserves the right to reject any or all bids and waive informalities. Bids shall be made only on the BID/ACCEPTANCE form provided herein with all blank spaces for bids properly filled in and all signatures properly executed.

Please note on the envelope – **Bid : Attn:** Scott Whitaker, County Manager

Packaged Heat Pump Replacement
4/28/25
Barber Heating and Air

BID/ACCEPTANCE FORM

for

Packaged Heat Pump Replacement

339 Wall St., Yanceyville, NC

The undersigned, as bidder, proposes and agrees if this bid is accepted to contract with the Caswell County, NC through Barber Heating and Air. for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of Caswell County, NC and Barber Heating and Air for the sum of: **\$20.658.59**

Respectively submitted this _____ day of _____ 20____

(Contractor's Name)

Federal ID#: _____

By: _____

Witness: _____

Title: _____

(Owner, partner, corp. Pres. Or Vice President)

(Proprietorship or Partnership)

Address: _____

Attest: (corporation)

Email Address: _____

(Corporate Seal)

By: _____ License #: _____

Title: _____

(Corporation, Secretary./Ass't Secretary.)

ACCEPTED by the COUNTY OF CASWELL
through

Caswell County Board of Commissioners/County Manager

Total amount of accepted by the owner: **\$20,658.59**

BY: _____ TITLE: _____

Date: _____

GENERAL CONDITIONS

1. GENERAL

It is understood and agreed that by submitting a bid that the Contractor has examined these contract documents, drawings and specifications and has visited the site of the Work, and has satisfied himself relative to the Work to be performed.

2. DEFINITIONS

Owner: "Owner" shall mean, The County of Caswell

Contractor: "Contractor" shall mean Barber Heating and Air

Designer: The **designer(s)** are those referred to within this contract, or their authorized representatives. The Designer(s), as referred to herein, shall mean architect and/or engineer responsible for preparing the project plans and specifications. They will be referred to hereinafter as if each were of the singular number, masculine gender.

Contract Documents: "Contract Documents" shall consist of the Notice to Bidders; General Conditions of the Contract; special conditions if applicable; Supplementary General Conditions; the drawing and specifications, including all bulletins, addenda or other modifications of the drawings and specifications incorporated into the documents prior to their execution; the bid; the contract; the performance bond if applicable; and insurance certificates. All of these items together form the contract.

INTENT AND EXECUTION OF DOCUMENTS

The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job. In case of discrepancy or disagreement in the Contract Documents, the order of precedence shall be: Form of Contract, specifications, large-scale detail drawings, small-scale drawings.

In such cases where the nature of the work requires clarification by the Designer/ Owner, the Designer/ Owner shall furnish such clarification. Clarifications and drawings shall be consistent with the intent of the Contract Documents, and shall become a part thereof.

4. AS-BUILT MARKED-UP CONSTRUCTION DOCUMENTS

Contractor shall provide one complete set of legible "as-built" marked-up construction drawings and specifications recording any and all changes made to the original design during the course of construction. In the event no changes occurred, submit construction drawings and specifications set with notation "No Changes." The Designer/Owner must receive "As-built" marked-up construction drawings and specifications before the final pay request can be processed.

5. SUBMITTAL DATA

The Contractor awarded the contract shall submit all specified submittals to the Owner/Designer. A minimum number of copies as specified by the owner, of all required submittal data pertaining to construction, performance and general dimensional criteria of the components listed in the technical specifications shall be submitted. No material or equipment shall be ordered or installed prior to written approval of the submittals by the Designer/Owner. Failure to provide submittal data for review on

equipment listed in the technical specifications will result in removal of equipment by the Contractor at his expense if the equipment is not in compliance with the specifications.

6. SUBSTITUTIONS

In accordance with the provisions of G.S. 133-3, material, product, or equipment substitutions proposed by the bidders to those specified herein can only be considered during the bidding phase until five (5) days prior to the receipt of bids or by the date specified in the pre bid conference, when submitted to the Designer with sufficient data to confirm material, product, or equipment equality. Proposed substitutions submitted after this time will be considered only as potential change order.

Submittals for proposed substitutions shall include the following information:

Name, address, and telephone number of manufacturer and supplier as appropriate.

- a. Trade name, model or catalog designation.
- b. Product data including performance and test data, reference standards, and technical descriptions of material, product, or equipment. Include color samples and samples of available finishes as appropriate.
- c. Detailed comparison with specified products including performance capabilities, warranties, and test results.
- d. Other pertinent data including data requested by the Designer to confirm product equality.

If a proposed material, product, or equipment substitution is deemed equal by the Designer to those specified, all bidders of record will be notified by Addendum.

7. WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

The contractor shall maintain, in readable condition at his job site one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the owner, designer or his authorized representative.

The contractor shall maintain at the job site, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on project drawings by the contractor and submitted to the designer upon project completion and no later than 30 days after acceptance of the project.

8. MATERIALS, EQUIPMENT, EMPLOYEES

- a. The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.
- b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.

- c. Upon notice, the contractor shall furnish evidence as to quality of materials.
- d. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Request for substitution of materials, items, or equipment shall be submitted to the designer for approval or disapproval; the designer prior to the opening of bids shall make such approval or disapproval. Alternate materials may be requested after the award if it can clearly be demonstrated that it is an added benefit to the owner and the designer and owner approves.
- e. The designer is the judge of equality for proposed substitution of products, materials or equipment.
- f. If at any time during the construction and completion of the work covered by these contract documents, the language, conduct, or attire of any workman of the various crafts be adjudged a nuisance to the owner or designer, or if any workman be considered detrimental to the work, the contractor shall order such parties removed immediately from grounds.
- g. The Contractor shall cooperate with the designer and the owner in coordinating construction activities.
- h. The Contractor shall maintain qualified personnel and effective supervision at the site at all times during the project, and exercise the appropriate quality control program to ensure compliance with the project drawings and specifications. The designer is responsible for determining compliance with the drawings and specifications.

9. CODES, PERMITS AND INSPECTIONS

The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising there from.

All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable.

Projects constructed by the State of North Carolina or by any agency or institution of the State are not subject to county or municipal building codes and may* not be subject to inspection by county or municipal authorities. Where appropriate, the Contractor shall, cooperate with the county or municipal authorities by obtaining building permits. The contractor at no cost may obtain permits to the owner.

All fire alarm work shall be in accordance with the latest State Construction Office (SCO) *Guidelines for Fire Alarm Installation* (NFPA72). Where the contract documents are in conflict with the SCO guidelines, the SCO guidelines shall govern. The Contractor shall be responsible for all the costs for the correction of

the work where he installs it in conflict with the latest edition of the SCO *Guidelines for Fire Alarm Installation*..

*Inspection and certification of compliance by local authorities is necessary if an architect or engineer was not employed on the project, or if the plans and specifications were not approved and the construction inspected by the State Construction Office.

10. PROTECTION OF WORK, PROPERTY, THE PUBLIC AND SAFETY

- a. The contractors shall be jointly responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. They shall be responsible for any damage to the owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. They shall be responsible for and pay for any damages caused to the owner. All contractors shall have access to the project at all times, except as indicated in the Supplemental General Conditions.
- b. The contractor shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building, whether set by him, or any of the subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the owner.
- c. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the designer and owner.
- d. The contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around it. He shall barricade all walks, roads, etc., as directed by the designer to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.
- e. The contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. *Accident Prevention Manual in Construction*, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.
- f. The contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, *Federal Register*), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- g. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the contractor on account of such action shall be determined as provided for under Article 13(b).

- h. Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

11. SUBCONTRACTS AND SUBCONTRACTORS

The Contractor is and remains fully responsible for his own acts or omissions as well as those of any subcontractor or of any employee of either. The Contractor agrees that no contractual relationship exists between the subcontractor and the Owner in regard to the contract, and that the subcontractor acts on this work as an agent or employee of the Contractor.

12. CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of these Contract Documents shall apply equally to each Subcontractor as to the Contractor, and the Contractor agrees to take such action as may be necessary to bind each Subcontractor to these terms. The Contractor further agrees to conform to the Code of Ethical Conduct as adopted by the Associated General Contractors of America, Inc., with respect to Contractor-Subcontractor relationships. The Owner reserves the right to limit the amount of portions of work to be subcontracted as hereinafter specified.

13. CHANGES IN THE WORK AND CLAIMS FOR EXTRA COST

- a. The owner may have changes made in the work covered by the contract. These changes will not invalidate and will not relieve or release the contractor from any guarantee given by him pertinent to the contract provisions. These changes will not affect the validity of the guarantee bond and will not relieve the surety or sureties of said bond. All extra work shall be executed under conditions of the original contract.
- b. Except in an emergency endangering life or property, no change shall be made by the contractor except upon receipt of approved change order from the designer, countersigned by the owner authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed. Should a claim for extra compensation by the contractor be denied by the designer or the owner, the contractor may pursue his claim in accordance with G.S. 143-135.3.

In the event of emergency endangering life or property, the contractor may be directed to proceed on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as specified by the designer or owner, a correct account of costs together with all proper invoices, payrolls and supporting data. Upon completion of the work the change order will be prepared as outlined under either Method "c(1)" or Method "c(2)" or both.

- c. In determining the values of changes, either additive or deductive, contractors are restricted to the use of the following methods:
 - 1. Where the extra work involved is covered by unit prices quoted in the proposal, or subsequently agreed to by the Contractor, Designer, Owner and State Construction Office the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed of the items involved, except in such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph c (2) herein. If neither party elects to proceed under c (2), then unit prices shall apply.

2. The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.
- d. Under Paragraph "b" and Methods "c(2)" above, the allowances for overhead and profit combined shall be as follows: all contractors (the single contracting entity (prime), his subcontractors(1st tier subs), or their sub-subcontractors (2nd tier subs, 3rd tier subs, etc.) shall be allowed a maximum of 10% on work they each self-perform; the prime contractor shall be allowed a maximum of 5% on contracted work of his 1st tier sub; 1st tier, 2nd tier, 3rd tier, etc. contractors shall be allowed a maximum of 2.5% on the contracted work of their subs. ; Under Method "c(1)", no additional allowances shall be made for overhead and profit. In the case of deductible change orders, under Method "c(2)" and Paragraph (b) above, the contractor shall include no less than five percent (5%) profit, but no allowances for overhead.
 - e. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:
 1. The actual costs of materials and supplies incorporated or consumed as part of the work;
 2. The actual costs of labor expended on the project site; labor expended in coordination, change order negotiation, record document maintenance, shop drawing revision or other tasks necessary to the administration of the project are considered overhead whether they take place in an office or on the project site.
 3. The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions; worker's compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts; the total of which shall not exceed thirty percent (30%) of the actual costs of labor;
 4. The actual costs of rental for tools, excluding hand tools; equipment; machinery; and temporary facilities required for the work;
 5. The actual costs of premiums for bonds, insurance, permit fees and sales or use taxes related to the work.

Overtime and extra pay for holidays and weekends may be a cost item only to the extent approved by the owner.

- f. Should concealed conditions be encountered in the performance of the work below grade, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, the contract sum and time for completion may be equitably adjusted by change order upon claim by either party made within thirty (30) days after the condition has been identified. The cost of such change shall be arrived at by one of the foregoing methods. All change orders shall be supported by a unit cost breakdown showing method of arriving at net cost as defined above.
- g. Change orders shall be submitted by the contractor in writing to the owner/designer for review and approval. The contractor will provide such proposal and supporting data in suitable format. The designer shall verify correctness. Delay in the processing of the change order due to lack of proper submittal by the contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within fourteen

(14) days after receipt of the contractor's accepted proposal including all supporting documentation required by the designer, the designer shall prepare the change order and forward to the contractor for his signature or otherwise respond, in writing, to the contractor's proposal. Within seven (7) days after receipt of the change order executed by the contractor, the designer shall, certify the change order by his signature, and forward the change order and all supporting data to the owner for the owner's signature. The owner shall execute the change order, within seven (7) days of receipt.

At the time of signing a change order, the contractor shall be required to certify as follows:

"I certify that my bonding company will be notified forthwith that my contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety."

- h. A change order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work.
- i. If, during the progress of the work, the owner requests a change order and the contractor's terms are unacceptable, the owner, may require the contractor to perform such work on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as specified by the Designer or owner, a correct account of cost together with all proper invoices, payrolls and supporting data. Upon completion of the work a change order will be prepared with allowances for overhead and profit per paragraph d. above and "net cost" and "cost" per paragraph e. above. Without prejudice, nothing in this paragraph shall preclude the owner from performing or to have performed that portion of the work requested in the change order.

14. ANNULMENT OF CONTRACT

If the contractor fails to begin the work under the contract within the time specified, or the progress of the work is not maintained on schedule, or the work is not completed within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work, or shall perform the work unsuitably or shall discontinue the prosecution of the work, or if the contractor shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the work in an acceptable manner, the owner may give notice in writing, sent by certified mail, return receipt requested, to the contractor and his surety (if applicable) of such delay, neglect or default, specifying the same, and if the contractor within a period of seven (7) days after such notice shall not proceed in accordance therewith, then the owner shall, declare this contract in default, and, thereupon, the surety shall promptly take over the work and complete the performance of this contract in the manner and within the time frame specified. In the event the contractor, or the surety (if applicable) shall fail to take over the work to be done under this contract within seven (7) days after being so notified and notify the owner in writing, sent by certified mail, return receipt requested, that he is taking the same over and stating that he will diligently pursue and complete the same, the owner shall have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of said contractor, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said contract according to the terms and provisions thereof or use such other methods as in his opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the owner, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said contractor and surety (if applicable). In case the expense so incurred by the owner shall be less than the sum which would have been payable under the contract, if it had been completed by said contractor, then the said contractor and surety (if

applicable) shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the contractor and the surety (if applicable) shall be liable and shall pay to the owner the amount of said excess.

15. TERMINATION FOR CONVENIENCE

- a. Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience, after notification to the contractor in writing via certified mail. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.
- b. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as approved by Owner; (3) plus ten percent (10%) of the cost of the balance of the work to be completed for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

16. OWNER'S RIGHT TO DO WORK

If, during the progress of the work or during the period of guarantee, the contractor fails to prosecute the work properly or to perform any provision of the contract, the owner, after seven (7) days' written notice sent by certified mail, return receipt requested, to the contractor from the designer, may perform or have performed that portion of the work. The cost of the work may be deducted from any amounts due or to become due to the contractor, such action and cost of same having been first approved by the designer. Should the cost of such action of the owner exceed the amount due or to become due the contractor, then the contractor or his surety, or both, shall be liable for and shall pay to the owner the amount of said excess.

17. REQUESTS FOR PAYMENT

Contractor shall refer to the Supplemental General Conditions for specific directions on payment schedule, procedures and the name and address where to send applications for payments for this project. It is imperative that invoices be sent only to the above address in order to assure proper and timely delivery and handling.

The Designer/Owner will process all Contractor pay requests as the project progresses. The Contractor shall receive payment within thirty (30) consecutive days after Designer/Owner's approval of each pay request. Payment will only be made for work performed as determined by the Designer/Owner.

Retainage:

- a. Retainage withheld will not exceed 5% at any time.
- b. The same terms apply to general contractor and subcontractors alike.
- c. Following 50% completion of the project no further retainage will be withheld if the contractor/subcontractor has performed their work satisfactorily.
- d. Exceptions:
 1. Owner/Contractor can reinstate retainage if the contractor/subcontractor does not continue to perform satisfactorily.

2. Following 50% completion of the project, the owner is authorized to withhold additional retainage from a subsequent periodic payment if the amount of retainage withheld falls below 2.5%.

Final payment will be made within forty-five (45) consecutive days after acceptance of the work, receipt of marked-up "as-built" drawings and specifications and the submission both of notarized Contractor's affidavit and final pay request. All pay requests shall be submitted to the Designer/Owner for approval.

THE CONTRACTOR'S FINAL PAYMENT AFFIDAVIT SHALL STATE: "THIS IS TO CERTIFY THAT ALL COSTS OF MATERIALS, EQUIPMENT, LABOR, SUBCONTRACTED WORK, AND ALL ELSE ENTERING INTO THE ACCOMPLISHMENT OF THIS CONTRACT, INCLUDING PAYROLLS, HAVE BEEN PAID IN FULL."

18. PAYMENTS WITHHELD

The designer with the approval of the Owner may withhold payment for the following reasons:

- a. Faulty work not corrected.
- b. The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer.
- c. To provide for sufficient contract balance to cover liquidated damages that will be assessed.
- d. The secretary of the Department of Administration may authorize the withholding of payment for the following reasons:
 - i. Claims filed against the contractor or evidence that a claim will be filed.
 - ii. Evidence that subcontractors have not been paid.

When grounds for withholding payments have been removed, payment will be released. Delay of payment due the contractor without cause will make owner liable for payment of interest to the contractor as provided in G.S. 143-134.1. As provided in G.S. 143-134.1(e), the owner shall not be liable for interest on payments withheld by the owner for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

19. MINIMUM INSURANCE REQUIREMENTS

The work under this contract shall not commence until the contractor has obtained all required insurance and verifying certificates of insurance have been approved in writing by the owner. These certificates shall document that coverages afforded under the policies will not be cancelled, reduced in amount or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the owner of such alteration or cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

a. Worker's Compensation and Employer's Liability

The contractor shall provide and maintain, until final acceptance, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$250,000.

b. Public Liability and Property Damage

The contractor shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury:	\$1,000,000 per occurrence
Property Damage:	\$250,000 per occurrence / \$500,000 aggregate

In lieu of limits listed above, a \$1,500,000 combined single limit shall satisfy both conditions.

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the work performed under the contract.

c. Property Insurance (Builder's Risk/Installation Floater)

The contractor shall purchase and maintain property insurance until final acceptance, upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the owner, the contractor, the subcontractors and sub-subcontractors in the work and shall insure against the perils of fire, wind, rain, flood, extended coverage, and vandalism and malicious mischief. If the owner is damaged by failure of the contractor to purchase or maintain such insurance, then the contractor shall bear all reasonable costs properly attributable thereto; the contractor shall effect and maintain similar property insurance on portions of the work stored off the site when request for payment per articles so includes such portions.

d. Deductible

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the contractor.

e. Other Insurance

The contractor shall obtain such additional insurance as may be required by the owner or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

f. Proof of Carriage

The contractor shall furnish the owner with satisfactory proof of carriage of the insurance required before written approval is granted by the owner.

20. ASSIGNMENT

No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the Owner and solely as a convenience to the Contractor, the Owner may: (1) forward the Contractor's payment check directly to any person or entity designated by the Contractor, and (2) include any person or entity designated by Contractor as a joint

payee on the Contractor's payment check. In no event shall such approval and action obligate the Owner to anyone other than the Contractor, and the Contractor shall remain responsible for fulfillment of all contract obligations.

21. CLEANING UP AND RESTORATION OF SITE

The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by the Owner.

At the end of construction, the contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs and other elements shall be repaired, cleaned or otherwise restored to their original state.

22. GUARANTEE

The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the owner.

Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period.

Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

Guarantees for roofing workmanship and materials shall be stipulated in the specifications sections governing such roof, equipment, materials, or supplies.

23. STANDARDS

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector which customarily requires the label or re-examination listing or identification marking of appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and State and federal requirements relating to clean air and water pollution.

All equipment and products must be independent third party tested and labeled (UL, FM, or CTS) before final connections to Owner services or utilities.

24. TAXES

- a. Federal excise taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3442(3)).

- b. Federal transportation taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3475(b) as amended).
- c. North Carolina sales tax and use tax, as required by law, do apply to materials entering into state work and such costs shall be included in the bid proposal and contract sum.
- d. Local option sales and use taxes, as required by law, do apply to materials entering into state work as applicable and such costs shall be included in the bid proposal and contract sum.
- e. **Accounting Procedures for Refund of County Sales & Use Tax**

Amount of county sales and use tax paid per contractor's statements:

Contractors performing contracts for state agencies shall give the state agency for whose project the property was purchased a signed statement containing the information listed in G.S. 105-164.14(e).

The Department of Revenue has agreed that in lieu of obtaining copies of sales receipts from contractors, an agency may obtain a certified statement as of April 1, 1991 from the contractor setting forth the date, the type of property and the cost of the property purchased from each vendor, the county in which the vendor made the sale and the amount of local sales and use taxes paid thereon. If the property was purchased out-of-state, the county in which the property was delivered should be listed. The contractor should also be notified that the certified statement may be subject to audit.

In the event the contractors make several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, the counties, and the county sales and use taxes paid thereon.

Name of taxing county: The position of a sale is the retailer's place of business located within a taxing county where the vendor becomes contractually obligated to make the sale. Therefore, it is important that the county tax be reported for the county of sale rather than the county of use.

When property is purchased from out-of-state vendors and the county tax is charged, the county should be identified where delivery is made when reporting the county tax.

Such statement must also include the cost of any tangible personal property withdrawn from the contractor's warehouse stock and the amount of county sales or use tax paid thereon by the contractor.

Similar certified statements by his/her subcontractors must be obtained by the general contractor and furnished to the claimant.

Contractors are not to include any tax paid on supplies, tools and equipment which they use to perform their contracts and should include only those building materials, supplies, fixtures and equipment which actually become a part of or annexed to the building or structure.

25. EQUAL OPPORTUNITY CLAUSE

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race,

color, religion, sex or national origin, and the implementing rules and regulations prescribed by the secretary of Labor, are incorporated herein.

The contractor(s) agree not to discriminate against any employee or applicant for employment because of physical or mental disabilities in regard to any position for which the employee or applicant is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with such disabilities without discrimination based upon their physical or mental disability in all employment practices.

26. ACCESS TO PERSONS AND RECORDS

The County Auditor shall have access to persons and records as a result of all contracts or grants entered into by the Owner in accordance with General Statute 147-64.7. The Owner's internal auditors shall also have the right to access and copy the Contractor's records relating to the Contract and Project during the term of the Contract and within two years following the completion of the Project/close-out of the Contract to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to Contractor's requests for payment, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for lost efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from Owner and/or its project representatives.

27. GOVERNING LAWS

This contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina. The Contractor shall comply with all applicable federal, State and local laws, statutes, ordinances and regulations including, but not limited to, the Omnibus Transportation Act of 1991 and its implementing regulations.

28. CONTRACTOR EVALUATION

The contractor's overall work performance on the project shall be fairly evaluated in accordance with the County policy and procedures, for determining qualifications to bid on future County projects. In addition to final evaluation, an interim evaluation may be prepared during the progress of project. The owner may request the contractor's comments to evaluate the designer.

29. E-VERIFY

The North Carolina General Assembly passed legislation (HB786) on September 4, 2013 requiring North Carolina local governments to impose E-Verify requirements on contractors in formal bidding ranges for procurement and construction. The E-verify Affidavit is located on the Caswell County website in the Finance Department/Forms area. The form must be part of the bid document package.

30. Iran Divestment Act

In the 2015 legislative session, the North Carolina General Assembly enacted the Iran Divestment Act (S.L. 2015-118; SB455)2 ("the Act") which prohibits state agencies and local governments from entering into contracts with an entity that has been identified by the North Carolina State Treasurer as being engaged in certain investment activities in the Iranian energy sector. The State Treasurer's Office is required to publish a list of entities it has identified as engaging in these activities and must update the list every 180 days. An entity identified on the Treasurer's list (called the "Final Divestment List") is prohibited from contracting with a state agency or any local governments.

Local governments must require contractors to certify they are not on the list and that they will not use subcontractors who are on the list. Departments must check with the finance officer or the county attorney to verify the selected vendor or contractor is not on the list.

Any existing contract with a person added to the Iran List while the contract is still in effect will be allowed to expire in accordance with the contract's terms.

SUPPLEMENTARY GENERAL CONDITIONS

TIME OF COMPLETION

The Contractor shall commence work to be performed under this Contract on a date to be specified in written order from the Designer/Owner and shall fully complete all work hereunder within 5 consecutive calendar days **(*Weather Permitting*)** from the Notice to Proceed. For each day in excess of the above number of days, the Contractor shall pay the Owner the amount of _____ Dollars (\$) as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner should the Contractor fail to complete the Work within the time specified.

If the Contractor is delayed at anytime in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time may be reasonably extended in a written order from the Owner upon written request from the contractor within ten days following the cause for delay. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the Owner do not entitle the Contractor to compensable damages for delays. Any contractor claim for compensable damages for delays is limited to delays caused solely by the owner or its agents.

PERFORMANCE AND PAYMENT BONDS

Contractor shall furnish a Performance Bond and Payment Bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract amount. Bonds shall be executed in the form bound with these specifications (Forms 307 & 308). An authorized agent of the bonding company who is licensed to do business in North Carolina shall countersign all bonds.

THIS AGREEMENT has been executed as of the date first herein above written.

Caswell County: _____ Date _____
Tim Yarbrough, Chairman of the Board

_____ Date _____
Russell Johnston, County Attorney

_____ Date _____
Scott Whitaker, County Manager

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

_____ date _____
Melissa Miller Interim Finance Director

BY: _____ TITLE: _____
Agent of Barber Heating and Air

Date: _____

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

**COVER SHEET**Caswell County Board of Commissioners

meeting date: May 19, 2025

topic: HVAC unit at Ag building location

(County Manager Whitaker)

attachment(s):

- 3 bids showing Barber as lowest
- contract with Barber Heating & Air

fiscal impact: funds are available in the FY24–25 budget

staff comments or recommendation: The Ag building location has an immediate need for A/C (per the scope of work in the attached contract), especially given the mid-80s temperatures at the time of this memo. The amount is less than \$25,000, but replacement of this HVAC unit was not budgeted, thus the request for BOC approval. The Attorney has reviewed the attached contract.

suggested action or motion: The recommendation is for BOC approval of the contract to immediately replace the HVAC unit at Guilford Mills using Barber Heating & Air as the vendor at a cost of \$15,708.17.

notes:

James Heating & Air
209 W Ruffin Street
Mebane, NC 27302



PROPOSAL

Presented to:

Caswell County Board of Commissioners
P.o. Box 98
Yanceyville, NC 27379

Customer Contact:

H: (336) 684-4198
E: bpowell@caswellcountync.gov

Job # 62858
Proposal # P-62858-3
Technician
Issue Date Apr 28 2025

Service Location:
126 Court Sq
Yanceyville, NC 27379

Price: \$16,000.00

Description	Qty	Price
Estimate	1	\$16,000.00

Ag Building - Propose to install a Daiken 13.4 Seer 5 ton rooftop package heat pump 3 phase 208/230 unit for \$16,000.

Price includes 15kW programmable thermostat, custom sheet metal cover, high and low voltage wiring, reconnect to existing duct, drain line, 25% manual fresh air damper, lift/crane rental, removal of old equipment, start up unit and check operations, all parts, materials, permits, taxes, and labor.

Price includes a 5 year warranty on parts and a 1 year labor warranty.

*We require half deposit before starting the job with balance due upon completion.

*WE NOW OFFER FINANCING. FOR MORE INFORMATION, CLICK THE LINK BELOW.
<https://beta.apptracker.ftlfinance.com/C217748>

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary (above) is furnished by James Heating and Air as a good faith estimate. The above estimate does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. The final cost of the work may differ from the estimate, perhaps materially. This is not a guarantee of work to be performed. Agreeing to the estimate and authorizing James Heating and Air to perform the work as summarized and on these estimated terms is agreeing to pay the full amount for all work performed.

Price **\$16,000.00**

Review and Sign

Customer Approval:

☐ I accept this proposal and agree to the terms and conditions.

Contract Terms:

I agree to the work as specified above.

Duggins Mechanical

618 W Elm St
 Graham, NC 27253
 +13362262164
 www.dugginsmechanical.
 com

**Estimate****ADDRESS**

Caswell County

ESTIMATE # 3239

DATE 04/28/2025

JOB LOCATION

Ag Bldg

ACTIVITY	QTY	AMOUNT
Total Job	1	16,067.00
Remove and dispose of existing equipment		
Install new 5 ton packaged heat pump w/ 15kw		
electric heat and fresh air damper by American		
Standard		
Install new drain line		
Install new digital thermostat		
Install new equipment support pad		
High voltage reconnection by Mark Cook		
Connect to existing duct work		
Recovery refrigerant from old equipment		
Fresh air per NC code		
Install audible and visual smoke detector		
Crane fee		
All materials, equipment and labor		
SUBTOTAL		16,067.00
TAX		0.00
TOTAL		\$16,067.00

Accepted By

Accepted Date

NC License: 19886

There is a 3% fee on all credit card payments.

There is a 1.5% finance charge that will be assessed to all accounts over 30 days past due - any and all collection fees associated with collections will also be assessed



Barber Heating & Air, Inc.
PO Box 4026, Burlington, NC 27215 United States
(336) 226-6959

Estimate 82340908
Job 82313710
Estimate Date 4/28/2025
Customer PO

WIN 100

Billing Address
Caswell County
P.O. BOX 204
Yanceyville, NC 27379 USA

Job Address
Caswell County
P.O. BOX 204
Yanceyville, NC 27379 USA

Estimate Details

Packaged Heat Pump Replacement - Daikin - 126 Court Square: Equipment: Daikin

- (1) 5-ton Packaged Heat Pump
- (1) Honeywell Thermostat
- (1) Secondary Float Switch
- (1) Curb Adapter
- (1) Crane Service
- (1) Manual Fresh Air

Daikin Warranty after registration:

- (1) Year labor
- (5) Years parts

Barber Heating & Air will provide and install the equipment listed above. At the completion of the work this job will be inspected by the appropriate inspection department.

NOTE: This quote DOES include Electrical.

Service #	Description	Quantity	Your Price	Your Total
Light Commercial RTU	Light Commercial RTU	1.00	\$14,714.91	\$14,714.91
Potential Savings				\$0.00
Sub-Total				\$14,714.91
Tax				\$993.26
Total				\$15,708.17

Thank you for choosing Barber Heating & Air, Inc.

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary [above] is furnished by Barber Heating & Air, INC as a good faith estimate of work to be performed at Caswell County[the location described above] and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree to the estimate and authorize [the contractor] to perform the work as summarized and on these estimated terms, and I agree to pay the full amount for all work performed.

COUNTY OF CASWELL STANDARD FORM OF CONTRACT AND GENERAL CONDITIONS

FOR

Barber Heating & Air
Packaged Heat Pump Replacement
126 Court Square, Yanceyville, NC

SCOPE OF WORK

- (1) 5-ton Packaged Heat Pump
- 2. (1) Honeywell Thermostat
- 3. Secondary Float Switch
- 4. (1) Curb Adapter
- 5. (1) Crane Service
- 6. (Manual Fresh Air)

Daikin Warranty after registration:

- (1) Year labor
- (5) Year parts

-The scope of work supersedes any discrepancies in the additional specification sections and/or data sheets.

-All contractors must view the manufacturers application videos, along with their foreman, to ensure that they understand the proper installation of the specified system.

-During pre-bid if necessary, all contractors are responsible for removing existing roof and any details, etc., to make sure that they know what they are dealing with before proceeding with their bid.

-All bidding contractors are responsible for their own field measurements. Any measurements provided are approximate only.

-Perform all work in a professional manner and as specified in these documents. Any leaks are the contractor's responsibility. Any damage caused by leaks is the contractor's responsibility.

NOTICE TO BIDDERS

Sealed bid for this work will be received by:

Scott Whitaker
Caswell County Manager
139 W. Church St., Yanceyville, NC 27379
(336) 694-4193

Barber Heating & Air
PO Box 4026
Burlington, NC 27215

Contractors are hereby notified that they must have proper license under the State laws governing their respective trades and that North Carolina General Statute 87 will be observed in receiving and awarding contracts. General Contractors must have general license classification for the State of North Carolina.

No bid may be withdrawn after the opening of bids for a period of 30 days. The Owner reserves the right to reject any or all bids and waive informalities. Bids shall be made only on the BID/ACCEPTANCE form provided herein with all blank spaces for bids properly filled in and all signatures properly executed.

Please note on the envelope – **Bid : Attn:** Scott Whitaker, County Manager

Packaged Heat Pump Replacement
4/28/25
Barber Heating and Air

BID/ACCEPTANCE FORM

for

Packaged Heat Pump Replacement

126 Court Square, Yanceyville, NC

The undersigned, as bidder, proposes and agrees if this bid is accepted to contract with the Caswell County, NC through Barber Heating and Air. for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of Caswell County, NC and Barber Heating and Air for the sum of: \$15,708.17

Respectively submitted this _____ day of _____ 20____

(Contractor's Name)

Federal ID#: _____

By: _____

Witness: _____

Title: _____

(Owner, partner, corp. Pres. Or Vice President)

(Proprietorship or Partnership)

Address: _____

Attest: (corporation)

Email Address: _____

(Corporate Seal)

By: _____ License #: _____

Title: _____

(Corporation, Secretary./Ass't Secretary.)

ACCEPTED by the COUNTY OF CASWELL
through

Caswell County Board of Commissioners/County Manager

Total amount of accepted by the owner: **\$15,708.17**

BY: _____ TITLE: _____

Date: _____

GENERAL CONDITIONS

1. GENERAL

It is understood and agreed that by submitting a bid that the Contractor has examined these contract documents, drawings and specifications and has visited the site of the Work, and has satisfied himself relative to the Work to be performed.

2. DEFINITIONS

Owner: "Owner" shall mean, The County of Caswell

Contractor: "Contractor" shall mean Barber Heating and Air

Designer: The **designer(s)** are those referred to within this contract, or their authorized representatives. The Designer(s), as referred to herein, shall mean architect and/or engineer responsible for preparing the project plans and specifications. They will be referred to hereinafter as if each were of the singular number, masculine gender.

Contract Documents: "Contract Documents" shall consist of the Notice to Bidders; General Conditions of the Contract; special conditions if applicable; Supplementary General Conditions; the drawing and specifications, including all bulletins, addenda or other modifications of the drawings and specifications incorporated into the documents prior to their execution; the bid; the contract; the performance bond if applicable; and insurance certificates. All of these items together form the contract.

INTENT AND EXECUTION OF DOCUMENTS

The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job. In case of discrepancy or disagreement in the Contract Documents, the order of precedence shall be: Form of Contract, specifications, large-scale detail drawings, small-scale drawings.

In such cases where the nature of the work requires clarification by the Designer/ Owner, the Designer/ Owner shall furnish such clarification. Clarifications and drawings shall be consistent with the intent of the Contract Documents, and shall become a part thereof.

4. AS-BUILT MARKED-UP CONSTRUCTION DOCUMENTS

Contractor shall provide one complete set of legible "as-built" marked-up construction drawings and specifications recording any and all changes made to the original design during the course of construction. In the event no changes occurred, submit construction drawings and specifications set with notation "No Changes." The Designer/Owner must receive "As-built" marked-up construction drawings and specifications before the final pay request can be processed.

5. SUBMITTAL DATA

The Contractor awarded the contract shall submit all specified submittals to the Owner/Designer. A minimum number of copies as specified by the owner, of all required submittal data pertaining to construction, performance and general dimensional criteria of the components listed in the technical specifications shall be submitted. No material or equipment shall be ordered or installed prior to written approval of the submittals by the Designer/Owner. Failure to provide submittal data for review on

equipment listed in the technical specifications will result in removal of equipment by the Contractor at his expense if the equipment is not in compliance with the specifications.

6. SUBSTITUTIONS

In accordance with the provisions of G.S. 133-3, material, product, or equipment substitutions proposed by the bidders to those specified herein can only be considered during the bidding phase until five (5) days prior to the receipt of bids or by the date specified in the pre bid conference, when submitted to the Designer with sufficient data to confirm material, product, or equipment equality. Proposed substitutions submitted after this time will be considered only as potential change order.

Submittals for proposed substitutions shall include the following information:

Name, address, and telephone number of manufacturer and supplier as appropriate.

- a. Trade name, model or catalog designation.
- b. Product data including performance and test data, reference standards, and technical descriptions of material, product, or equipment. Include color samples and samples of available finishes as appropriate.
- c. Detailed comparison with specified products including performance capabilities, warranties, and test results.
- d. Other pertinent data including data requested by the Designer to confirm product equality.

If a proposed material, product, or equipment substitution is deemed equal by the Designer to those specified, all bidders of record will be notified by Addendum.

7. WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

The contractor shall maintain, in readable condition at his job site one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the owner, designer or his authorized representative.

The contractor shall maintain at the job site, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on project drawings by the contractor and submitted to the designer upon project completion and no later than 30 days after acceptance of the project.

8. MATERIALS, EQUIPMENT, EMPLOYEES

- a. The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.
- b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.

- c. Upon notice, the contractor shall furnish evidence as to quality of materials.
- d. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Request for substitution of materials, items, or equipment shall be submitted to the designer for approval or disapproval; the designer prior to the opening of bids shall make such approval or disapproval. Alternate materials may be requested after the award if it can clearly be demonstrated that it is an added benefit to the owner and the designer and owner approves.
- e. The designer is the judge of equality for proposed substitution of products, materials or equipment.
- f. If at any time during the construction and completion of the work covered by these contract documents, the language, conduct, or attire of any workman of the various crafts be adjudged a nuisance to the owner or designer, or if any workman be considered detrimental to the work, the contractor shall order such parties removed immediately from grounds.
- g. The Contractor shall cooperate with the designer and the owner in coordinating construction activities.
- h. The Contractor shall maintain qualified personnel and effective supervision at the site at all times during the project, and exercise the appropriate quality control program to ensure compliance with the project drawings and specifications. The designer is responsible for determining compliance with the drawings and specifications.

9. CODES, PERMITS AND INSPECTIONS

The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising there from.

All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable.

Projects constructed by the State of North Carolina or by any agency or institution of the State are not subject to county or municipal building codes and may* not be subject to inspection by county or municipal authorities. Where appropriate, the Contractor shall, cooperate with the county or municipal authorities by obtaining building permits. The contractor at no cost may obtain permits to the owner.

All fire alarm work shall be in accordance with the latest State Construction Office (SCO) *Guidelines for Fire Alarm Installation* (NFPA72). Where the contract documents are in conflict with the SCO guidelines, the SCO guidelines shall govern. The Contractor shall be responsible for all the costs for the correction of

the work where he installs it in conflict with the latest edition of the SCO *Guidelines for Fire Alarm Installation*..

*Inspection and certification of compliance by local authorities is necessary if an architect or engineer was not employed on the project, or if the plans and specifications were not approved and the construction inspected by the State Construction Office.

10. PROTECTION OF WORK, PROPERTY, THE PUBLIC AND SAFETY

- a. The contractors shall be jointly responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. They shall be responsible for any damage to the owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. They shall be responsible for and pay for any damages caused to the owner. All contractors shall have access to the project at all times, except as indicated in the Supplemental General Conditions.
- b. The contractor shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building, whether set by him, or any of the subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the owner.
- c. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the designer and owner.
- d. The contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around it. He shall barricade all walks, roads, etc., as directed by the designer to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.
- e. The contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. *Accident Prevention Manual in Construction*, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.
- f. The contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, *Federal Register*), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- g. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the contractor on account of such action shall be determined as provided for under Article 13(b).

- h. Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

11. SUBCONTRACTS AND SUBCONTRACTORS

The Contractor is and remains fully responsible for his own acts or omissions as well as those of any subcontractor or of any employee of either. The Contractor agrees that no contractual relationship exists between the subcontractor and the Owner in regard to the contract, and that the subcontractor acts on this work as an agent or employee of the Contractor.

12. CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of these Contract Documents shall apply equally to each Subcontractor as to the Contractor, and the Contractor agrees to take such action as may be necessary to bind each Subcontractor to these terms. The Contractor further agrees to conform to the Code of Ethical Conduct as adopted by the Associated General Contractors of America, Inc., with respect to Contractor-Subcontractor relationships. The Owner reserves the right to limit the amount of portions of work to be subcontracted as hereinafter specified.

13. CHANGES IN THE WORK AND CLAIMS FOR EXTRA COST

- a. The owner may have changes made in the work covered by the contract. These changes will not invalidate and will not relieve or release the contractor from any guarantee given by him pertinent to the contract provisions. These changes will not affect the validity of the guarantee bond and will not relieve the surety or sureties of said bond. All extra work shall be executed under conditions of the original contract.
- b. Except in an emergency endangering life or property, no change shall be made by the contractor except upon receipt of approved change order from the designer, countersigned by the owner authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed. Should a claim for extra compensation by the contractor be denied by the designer or the owner, the contractor may pursue his claim in accordance with G.S. 143-135.3.

In the event of emergency endangering life or property, the contractor may be directed to proceed on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as specified by the designer or owner, a correct account of costs together with all proper invoices, payrolls and supporting data. Upon completion of the work the change order will be prepared as outlined under either Method "c(1)" or Method "c(2)" or both.

- c. In determining the values of changes, either additive or deductive, contractors are restricted to the use of the following methods:
 - 1. Where the extra work involved is covered by unit prices quoted in the proposal, or subsequently agreed to by the Contractor, Designer, Owner and State Construction Office the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed of the items involved, except in such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph c (2) herein. If neither party elects to proceed under c (2), then unit prices shall apply.

2. The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.
- d. Under Paragraph "b" and Methods "c(2)" above, the allowances for overhead and profit combined shall be as follows: all contractors (the single contracting entity (prime), his subcontractors(1st tier subs), or their sub-subcontractors (2nd tier subs, 3rd tier subs, etc.) shall be allowed a maximum of 10% on work they each self-perform; the prime contractor shall be allowed a maximum of 5% on contracted work of his 1st tier sub; 1st tier, 2nd tier, 3rd tier, etc. contractors shall be allowed a maximum of 2.5% on the contracted work of their subs. ; Under Method "c(1)", no additional allowances shall be made for overhead and profit. In the case of deductible change orders, under Method "c(2)" and Paragraph (b) above, the contractor shall include no less than five percent (5%) profit, but no allowances for overhead.
 - e. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:
 1. The actual costs of materials and supplies incorporated or consumed as part of the work;
 2. The actual costs of labor expended on the project site; labor expended in coordination, change order negotiation, record document maintenance, shop drawing revision or other tasks necessary to the administration of the project are considered overhead whether they take place in an office or on the project site.
 3. The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions; worker's compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts; the total of which shall not exceed thirty percent (30%) of the actual costs of labor;
 4. The actual costs of rental for tools, excluding hand tools; equipment; machinery; and temporary facilities required for the work;
 5. The actual costs of premiums for bonds, insurance, permit fees and sales or use taxes related to the work.

Overtime and extra pay for holidays and weekends may be a cost item only to the extent approved by the owner.

- f. Should concealed conditions be encountered in the performance of the work below grade, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, the contract sum and time for completion may be equitably adjusted by change order upon claim by either party made within thirty (30) days after the condition has been identified. The cost of such change shall be arrived at by one of the foregoing methods. All change orders shall be supported by a unit cost breakdown showing method of arriving at net cost as defined above.
- g. Change orders shall be submitted by the contractor in writing to the owner/designer for review and approval. The contractor will provide such proposal and supporting data in suitable format. The designer shall verify correctness. Delay in the processing of the change order due to lack of proper submittal by the contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within fourteen

(14) days after receipt of the contractor's accepted proposal including all supporting documentation required by the designer, the designer shall prepare the change order and forward to the contractor for his signature or otherwise respond, in writing, to the contractor's proposal. Within seven (7) days after receipt of the change order executed by the contractor, the designer shall, certify the change order by his signature, and forward the change order and all supporting data to the owner for the owner's signature. The owner shall execute the change order, within seven (7) days of receipt.

At the time of signing a change order, the contractor shall be required to certify as follows:

"I certify that my bonding company will be notified forthwith that my contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety."

- h. A change order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work.
- i. If, during the progress of the work, the owner requests a change order and the contractor's terms are unacceptable, the owner, may require the contractor to perform such work on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as specified by the Designer or owner, a correct account of cost together with all proper invoices, payrolls and supporting data. Upon completion of the work a change order will be prepared with allowances for overhead and profit per paragraph d. above and "net cost" and "cost" per paragraph e. above. Without prejudice, nothing in this paragraph shall preclude the owner from performing or to have performed that portion of the work requested in the change order.

14. ANNULMENT OF CONTRACT

If the contractor fails to begin the work under the contract within the time specified, or the progress of the work is not maintained on schedule, or the work is not completed within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work, or shall perform the work unsuitably or shall discontinue the prosecution of the work, or if the contractor shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the work in an acceptable manner, the owner may give notice in writing, sent by certified mail, return receipt requested, to the contractor and his surety (if applicable) of such delay, neglect or default, specifying the same, and if the contractor within a period of seven (7) days after such notice shall not proceed in accordance therewith, then the owner shall, declare this contract in default, and, thereupon, the surety shall promptly take over the work and complete the performance of this contract in the manner and within the time frame specified. In the event the contractor, or the surety (if applicable) shall fail to take over the work to be done under this contract within seven (7) days after being so notified and notify the owner in writing, sent by certified mail, return receipt requested, that he is taking the same over and stating that he will diligently pursue and complete the same, the owner shall have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of said contractor, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said contract according to the terms and provisions thereof or use such other methods as in his opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the owner, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said contractor and surety (if applicable). In case the expense so incurred by the owner shall be less than the sum which would have been payable under the contract, if it had been completed by said contractor, then the said contractor and surety (if

applicable) shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the contractor and the surety (if applicable) shall be liable and shall pay to the owner the amount of said excess.

15. TERMINATION FOR CONVENIENCE

- a. Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience, after notification to the contractor in writing via certified mail. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.
- b. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as approved by Owner; (3) plus ten percent (10%) of the cost of the balance of the work to be completed for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

16. OWNER'S RIGHT TO DO WORK

If, during the progress of the work or during the period of guarantee, the contractor fails to prosecute the work properly or to perform any provision of the contract, the owner, after seven (7) days' written notice sent by certified mail, return receipt requested, to the contractor from the designer, may perform or have performed that portion of the work. The cost of the work may be deducted from any amounts due or to become due to the contractor, such action and cost of same having been first approved by the designer. Should the cost of such action of the owner exceed the amount due or to become due the contractor, then the contractor or his surety, or both, shall be liable for and shall pay to the owner the amount of said excess.

17. REQUESTS FOR PAYMENT

Contractor shall refer to the Supplemental General Conditions for specific directions on payment schedule, procedures and the name and address where to send applications for payments for this project. It is imperative that invoices be sent only to the above address in order to assure proper and timely delivery and handling.

The Designer/Owner will process all Contractor pay requests as the project progresses. The Contractor shall receive payment within thirty (30) consecutive days after Designer/Owner's approval of each pay request. Payment will only be made for work performed as determined by the Designer/Owner.

Retainage:

- a. Retainage withheld will not exceed 5% at any time.
- b. The same terms apply to general contractor and subcontractors alike.
- c. Following 50% completion of the project no further retainage will be withheld if the contractor/subcontractor has performed their work satisfactorily.
- d. Exceptions:
 1. Owner/Contractor can reinstate retainage if the contractor/subcontractor does not continue to perform satisfactorily.

2. Following 50% completion of the project, the owner is authorized to withhold additional retainage from a subsequent periodic payment if the amount of retainage withheld falls below 2.5%.

Final payment will be made within forty-five (45) consecutive days after acceptance of the work, receipt of marked-up "as-built" drawings and specifications and the submission both of notarized Contractor's affidavit and final pay request. All pay requests shall be submitted to the Designer/Owner for approval.

THE CONTRACTOR'S FINAL PAYMENT AFFIDAVIT SHALL STATE: "THIS IS TO CERTIFY THAT ALL COSTS OF MATERIALS, EQUIPMENT, LABOR, SUBCONTRACTED WORK, AND ALL ELSE ENTERING INTO THE ACCOMPLISHMENT OF THIS CONTRACT, INCLUDING PAYROLLS, HAVE BEEN PAID IN FULL."

18. PAYMENTS WITHHELD

The designer with the approval of the Owner may withhold payment for the following reasons:

- a. Faulty work not corrected.
- b. The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer.
- c. To provide for sufficient contract balance to cover liquidated damages that will be assessed.
- d. The secretary of the Department of Administration may authorize the withholding of payment for the following reasons:
 - i. Claims filed against the contractor or evidence that a claim will be filed.
 - ii. Evidence that subcontractors have not been paid.

When grounds for withholding payments have been removed, payment will be released. Delay of payment due the contractor without cause will make owner liable for payment of interest to the contractor as provided in G.S. 143-134.1. As provided in G.S. 143-134.1(e), the owner shall not be liable for interest on payments withheld by the owner for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

19. MINIMUM INSURANCE REQUIREMENTS

The work under this contract shall not commence until the contractor has obtained all required insurance and verifying certificates of insurance have been approved in writing by the owner. These certificates shall document that coverages afforded under the policies will not be cancelled, reduced in amount or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the owner of such alteration or cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

a. Worker's Compensation and Employer's Liability

The contractor shall provide and maintain, until final acceptance, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$250,000.

b. Public Liability and Property Damage

The contractor shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury:	\$1,000,000 per occurrence
Property Damage:	\$250,000 per occurrence / \$500,000 aggregate

In lieu of limits listed above, a \$1,500,000 combined single limit shall satisfy both conditions.

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the work performed under the contract.

c. Property Insurance (Builder's Risk/Installation Floater)

The contractor shall purchase and maintain property insurance until final acceptance, upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the owner, the contractor, the subcontractors and sub-subcontractors in the work and shall insure against the perils of fire, wind, rain, flood, extended coverage, and vandalism and malicious mischief. If the owner is damaged by failure of the contractor to purchase or maintain such insurance, then the contractor shall bear all reasonable costs properly attributable thereto; the contractor shall effect and maintain similar property insurance on portions of the work stored off the site when request for payment per articles so includes such portions.

d. Deductible

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the contractor.

e. Other Insurance

The contractor shall obtain such additional insurance as may be required by the owner or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

f. Proof of Carriage

The contractor shall furnish the owner with satisfactory proof of carriage of the insurance required before written approval is granted by the owner.

20. ASSIGNMENT

No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the Owner and solely as a convenience to the Contractor, the Owner may: (1) forward the Contractor's payment check directly to any person or entity designated by the Contractor, and (2) include any person or entity designated by Contractor as a joint

payee on the Contractor's payment check. In no event shall such approval and action obligate the Owner to anyone other than the Contractor, and the Contractor shall remain responsible for fulfillment of all contract obligations.

21. CLEANING UP AND RESTORATION OF SITE

The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by the Owner.

At the end of construction, the contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs and other elements shall be repaired, cleaned or otherwise restored to their original state.

22. GUARANTEE

The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the owner.

Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period.

Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

Guarantees for roofing workmanship and materials shall be stipulated in the specifications sections governing such roof, equipment, materials, or supplies.

23. STANDARDS

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector which customarily requires the label or re-examination listing or identification marking of appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and State and federal requirements relating to clean air and water pollution.

All equipment and products must be independent third party tested and labeled (UL, FM, or CTS) before final connections to Owner services or utilities.

24. TAXES

- a. Federal excise taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3442(3)).

- b. Federal transportation taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3475(b) as amended).
- c. North Carolina sales tax and use tax, as required by law, do apply to materials entering into state work and such costs shall be included in the bid proposal and contract sum.
- d. Local option sales and use taxes, as required by law, do apply to materials entering into state work as applicable and such costs shall be included in the bid proposal and contract sum.
- e. **Accounting Procedures for Refund of County Sales & Use Tax**

Amount of county sales and use tax paid per contractor's statements:

Contractors performing contracts for state agencies shall give the state agency for whose project the property was purchased a signed statement containing the information listed in G.S. 105-164.14(e).

The Department of Revenue has agreed that in lieu of obtaining copies of sales receipts from contractors, an agency may obtain a certified statement as of April 1, 1991 from the contractor setting forth the date, the type of property and the cost of the property purchased from each vendor, the county in which the vendor made the sale and the amount of local sales and use taxes paid thereon. If the property was purchased out-of-state, the county in which the property was delivered should be listed. The contractor should also be notified that the certified statement may be subject to audit.

In the event the contractors make several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, the counties, and the county sales and use taxes paid thereon.

Name of taxing county: The position of a sale is the retailer's place of business located within a taxing county where the vendor becomes contractually obligated to make the sale. Therefore, it is important that the county tax be reported for the county of sale rather than the county of use.

When property is purchased from out-of-state vendors and the county tax is charged, the county should be identified where delivery is made when reporting the county tax.

Such statement must also include the cost of any tangible personal property withdrawn from the contractor's warehouse stock and the amount of county sales or use tax paid thereon by the contractor.

Similar certified statements by his/her subcontractors must be obtained by the general contractor and furnished to the claimant.

Contractors are not to include any tax paid on supplies, tools and equipment which they use to perform their contracts and should include only those building materials, supplies, fixtures and equipment which actually become a part of or annexed to the building or structure.

25. EQUAL OPPORTUNITY CLAUSE

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race,

color, religion, sex or national origin, and the implementing rules and regulations prescribed by the secretary of Labor, are incorporated herein.

The contractor(s) agree not to discriminate against any employee or applicant for employment because of physical or mental disabilities in regard to any position for which the employee or applicant is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with such disabilities without discrimination based upon their physical or mental disability in all employment practices.

26. ACCESS TO PERSONS AND RECORDS

The County Auditor shall have access to persons and records as a result of all contracts or grants entered into by the Owner in accordance with General Statute 147-64.7. The Owner's internal auditors shall also have the right to access and copy the Contractor's records relating to the Contract and Project during the term of the Contract and within two years following the completion of the Project/close-out of the Contract to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to Contractor's requests for payment, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for lost efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from Owner and/or its project representatives.

27. GOVERNING LAWS

This contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina. The Contractor shall comply with all applicable federal, State and local laws, statutes, ordinances and regulations including, but not limited to, the Omnibus Transportation Act of 1991 and its implementing regulations.

28. CONTRACTOR EVALUATION

The contractor's overall work performance on the project shall be fairly evaluated in accordance with the County policy and procedures, for determining qualifications to bid on future County projects. In addition to final evaluation, an interim evaluation may be prepared during the progress of project. The owner may request the contractor's comments to evaluate the designer.

29. E-VERIFY

The North Carolina General Assembly passed legislation (HB786) on September 4, 2013 requiring North Carolina local governments to impose E-Verify requirements on contractors in formal bidding ranges for procurement and construction. The E-verify Affidavit is located on the Caswell County website in the Finance Department/Forms area. The form must be part of the bid document package.

30. Iran Divestment Act

In the 2015 legislative session, the North Carolina General Assembly enacted the Iran Divestment Act (S.L. 2015-118; SB455)2 ("the Act") which prohibits state agencies and local governments from entering into contracts with an entity that has been identified by the North Carolina State Treasurer as being engaged in certain investment activities in the Iranian energy sector. The State Treasurer's Office is required to publish a list of entities it has identified as engaging in these activities and must update the list every 180 days. An entity identified on the Treasurer's list (called the "Final Divestment List") is prohibited from contracting with a state agency or any local governments.

Local governments must require contractors to certify they are not on the list and that they will not use subcontractors who are on the list. Departments must check with the finance officer or the county attorney to verify the selected vendor or contractor is not on the list.

Any existing contract with a person added to the Iran List while the contract is still in effect will be allowed to expire in accordance with the contract's terms.

SUPPLEMENTARY GENERAL CONDITIONS

TIME OF COMPLETION

The Contractor shall commence work to be performed under this Contract on a date to be specified in written order from the Designer/Owner and shall fully complete all work hereunder within 5 consecutive calendar days **(*Weather Permitting*)** from the Notice to Proceed. For each day in excess of the above number of days, the Contractor shall pay the Owner the amount of _____ Dollars (\$) as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner should the Contractor fail to complete the Work within the time specified.

If the Contractor is delayed at anytime in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time may be reasonably extended in a written order from the Owner upon written request from the contractor within ten days following the cause for delay. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the Owner do not entitle the Contractor to compensable damages for delays. Any contractor claim for compensable damages for delays is limited to delays caused solely by the owner or its agents.

PERFORMANCE AND PAYMENT BONDS

Contractor shall furnish a Performance Bond and Payment Bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract amount. Bonds shall be executed in the form bound with these specifications (Forms 307 & 308). An authorized agent of the bonding company who is licensed to do business in North Carolina shall countersign all bonds.

THIS AGREEMENT has been executed as of the date first herein above written.

Caswell County: _____ Date _____
Tim Yarbrough, Chairman of the Board

_____ Date _____
Russell Johnston, County Attorney

_____ Date _____
Scott Whitaker, County Manager

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

_____ date _____
Melissa Miller Interim Finance Director

BY: _____ TITLE: _____
Agent of Barber Heating and Air

Date: _____

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

**COVER SHEET**Caswell County Board of Commissioners

meeting date: May 19, 2025

topic: SR Farmer Lake Advisory Board—Steve Eaton

(County Manager Whitaker)

attachment(s):

- volunteer application
- SR Farmer Lake Board roster
- Policy 13 Citizen Advisory Board Policy (**reference this policy for agenda items 18–21**)

fiscal impact: (n/a)

staff comments or recommendation: Please review closely.

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

notes:

Rec'd Date _____

By: _____

**Caswell County Volunteer Application for Boards and Committees****This application is a public document**

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

Caswell County Administration

Email: csmith@caswellcountync.gov

Attn: Carla Smith

P.O. Box 98

144 Court Square

Yanceyville, NC 27379

Name: Steve EatonHome Address: 32 Lake Farm RoadCity: YanceyvilleZip Code: 27379Phone: (336) 694-3639Email: steveericaton@hotmail.comPlace of Employment: RetiredPlease list any County Boards you currently serve on: Alternate on S.R. Farmer Lake Advisory Board

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

A. S.R. Farmer Lake Board

B. _____

C. _____

Why do you wish to serve on these boards?

Reinstate my full membership on this advisory board

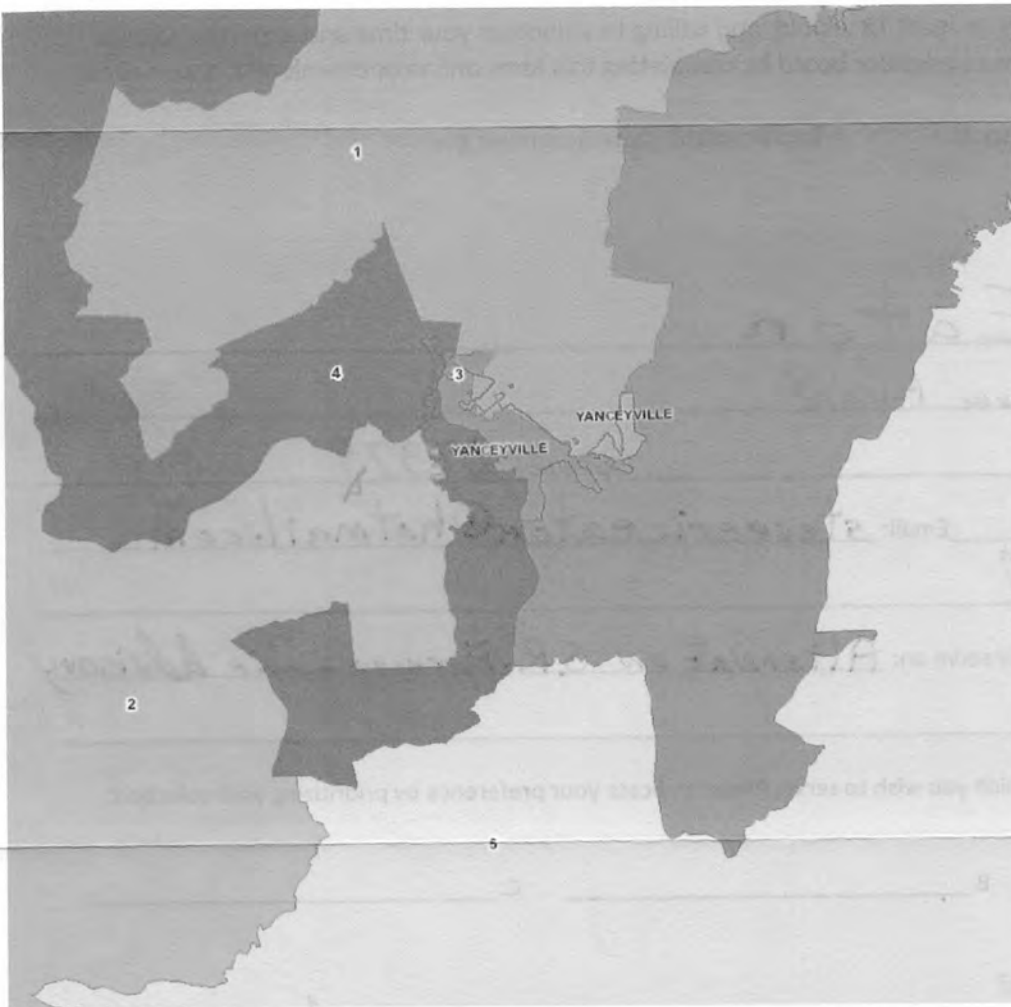
Please describe background, education, and abilities that qualify you for these boards:

Previous board member for many years. I live on the lake. Frequently work with the Lake Warden and board to support public access lake activities.

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

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

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



Demographic Information (Optional)

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

Male ☒ Female ____

Age Range: 18-34 ____ 35-59 ____ 60+ ☒

Ethnic background:

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

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

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

FARMER LAKE BOARD (4-year terms)

(Meets quarterly on the 1st Thursday of each quarter -6:00 PM- Co-Square)

Brandi C. Mathis, Chairman
PO Box 981
Yanceyville, NC 27379

514-2673 6-30-28
justinandbrandim@gmail.com

Donna G. Maskill, Secretary
1662 Boy Scout Camp Road
Yanceyville, NC 27379

263-0570 6-30-28
donna.maskill@gmail.com

Kenneth Boles
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Reidsville, NC 27320

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David Owen
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336-514-6666 6-30-27
dowen1063@gmail.com

Vennie Beggarly
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434-250-9642
vennieb1@gmail.com

Jamie Henderson
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elcamino8586blue.jh@gmail.com

Terry Harrelson
1190 Waterside Drive
Yanceyville, NC 27379

580-1007 6-30-25
tharrelson61@yahoo.com

Jerry W. Sykes
896 Alvis Boswell Road
Yanceyville, NC 27379

963-5406 6-30-25
pbjwsykes@gmail.com

Commissioner Finch Holt

Scott Whitaker, County Mgr (ex-officio)

694-4193

Charlie King (ex-officio)

514-0821
cking@caswellcountync.gov

Steve Eaton, Alternate
32 Lake Farm Road
Yanceyville, NC 27379

694-1532
steveericeaton@hotmail.com

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

Caswell County Citizen Advisory Board Policy

1. SCOPE OF POLICY

PURPOSE:

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

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

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

AUTHORITY:

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

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

PERIODIC REVIEW:

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

2. MEMBERSHIP

QUALIFICATIONS:

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

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

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

EXCEPTIONS:

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

COMPOSITION:

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

SELECTION & APPOINTMENT:

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

TERMS:

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

- c. Citizen advisory board members whose terms are due to expire may request or be asked to accept reappointment to the position.

ATTENDANCE:

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

RESIGNATIONS:

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

VACANCIES:

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

RELEASE FROM SERVICE:

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

3. ROLES & RESPONSIBILITIES

MEMBERS:

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

and identify concerns, if any, to the Board of Commissioners in writing.

GOVERNING BOARD:

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

CHAIR, VICE CHAIR, AND SECRETARY SELECTION AND RESPONSIBILITIES:

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

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

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

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

- c. The committee secretary may be a role assigned to one member or rotated among several members. The Secretary has the following duties:
 - Takes (or oversees) the taking of minutes for all board meetings.
 - Submits minutes to the chair (or designated person) to be distributed to committee members in advance of CAB meetings.
 - Assure that other records of the advisory board, including attendance records, are kept as directed by the Board of Commissioners.

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

ACCOUNTABILITY & REPORTING:

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

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

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

4. MEETINGS:

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

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

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

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

5. SUBCOMMITTEES:

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

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

- b. Subcommittees Formation and Operation:

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

Subcommittees shall operate as specified:

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

6. QUORUM:

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

7. VOTING:

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

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

8. AUTHORIZED REPRESENTATIVE

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

9. COMPENSATION & TRAVEL

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

10. LIMITATION OR POWERS

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

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

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

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

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

**AGENDA ITEM 19****COVER SHEET**Caswell County Board of Commissioners

meeting date: May 19, 2025

topic: SR Farmer Lake Advisory Board—Jerry Sykes

(County Manager Whitaker)

attachment(s):

- volunteer application
- SR Farmer Lake Board roster
- Policy 13 Citizen Advisory Board Policy (refer back to agenda item 18)

fiscal impact: (n/a)

staff comments or recommendation: Please review closely.

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

notes:

Clerk's Office Use Only

Rec'd Date _____

By: _____



Caswell County Volunteer Application for Boards and Committees

This application is a public document

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

Caswell County Administration

Email: csmith@caswellcountync.gov

Attn: Carla Smith

P.O. Box 98

144 Court Square

Yanceyville, NC 27379

Name: Jeery SykesHome Address: 896 ALVIN'S Boswell RoadCity: Yanceyville Zip Code: 27379Phone: 336 963-5406 Email: pbjwsykes@gmail.comPlace of Employment: RetiredPlease list any County Boards you currently serve on: None

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

A. Farmer Lake Board B. _____ C. _____

Why do you wish to serve on these boards?

To continue work to try to improve fishing and to
help others enjoy Farmer Lake

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

Been a fisherman for 65+ years. K12, studied on my
own fisheries and what it takes to improve fishing.
Studied water quality issues

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

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

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



Demographic Information (Optional)

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

Male ☒ Female ____

Age Range: 18-34 ____ 35-59 ____ 60+ ☒

Ethnic background:

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

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

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

FARMER LAKE BOARD (4-year terms)

(Meets quarterly on the 1st Thursday of each quarter -6:00 PM- Co-Square)

Brandi C. Mathis, Chairman
PO Box 981
Yanceyville, NC 27379

514-2673 6-30-28
justinandbrandim@gmail.com

Donna G. Maskill, Secretary
1662 Boy Scout Camp Road
Yanceyville, NC 27379

263-0570 6-30-28
donna.maskill@gmail.com

Kenneth Boles
2413 Turner Road
Reidsville, NC 27320

336-253-9506 6-30-27
kboles89@gmail.com

David Owen
1063 Walters Mill Road
Providence, NC 27315

336-514-6666 6-30-27
dowen1063@gmail.com

Vennie Beggarly
115 Keen Court
Providence, NC 27315

388-9642 6-30-25
434-250-9642
vennieb1@gmail.com

Jamie Henderson
433 Melvin Wrenn Road
Yanceyville, NC 27379

514-6656 6-30-25
elcamino8586blue.jh@gmail.com

Terry Harrelson
1190 Waterside Drive
Yanceyville, NC 27379

580-1007 6-30-25
tharrelson61@yahoo.com

Jerry W. Sykes
896 Alvis Boswell Road
Yanceyville, NC 27379

963-5406 6-30-25
pbjwsykes@gmail.com

Commissioner Finch Holt

Scott Whitaker, County Mgr (ex-officio)

694-4193

Charlie King (ex-officio)

514-0821
cking@caswellcountync.gov

Steve Eaton, Alternate
32 Lake Farm Road
Yanceyville, NC 27379

694-1532
steveericeaton@hotmail.com

**COVER SHEET**Caswell County Board of Commissioners

meeting date: May 19, 2025

topic: Library Advisory Board—Cliff Matkins

(County Manager Whitaker)

attachment(s):

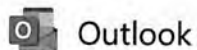
- volunteer application
- Library Board roster
- Policy 13 Citizen Advisory Board Policy (refer back to agenda item 18)

fiscal impact: (n/a)

staff comments or recommendation: Please review closely.

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

notes:



Library Advisory Board

From Patrick Fitzgerald <pfitzgerald@caswellcountync.gov>

Date Thu 5/8/2025 3:55 PM

To Scott Whitaker <swhitaker@caswellcountync.gov>

Scott,

We are trying to refill our Library Advisory Board. We only have a couple of members at the moment but hopefully we will soon have enough to reach a quorum.

I am dropping off a paper application for the Board in your inbox at the courthouse. I personally support the application. It has to be approved by the BOCC.

Thank you,

Patrick

Patrick Fitzgerald

Director

Gunn Memorial Public Library

161 Main Street East

Yanceyville, NC 27379

336-694-6241 ext. 1116

<p>Pursuant to North Carolina General Statutes, Chapter 132, email correspondence to and from Caswell County email addresses may be considered public record under the North Carolina Public Records Law and may possibly be disclosed to third parties.</p>
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Clerk's Office Use Only

Rec'd Date:

By:



Caswell County Volunteer Application for Boards and Committees

This application is a public document

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

Caswell County Administration
Attn: Carla Smith
P.O. Box 98
144 Court Square
Yanceyville, NC 27379

Email: csmith@caswellcountync.gov

Name: **Cliff Matkins**

Home Address: **37 Clear Springs Cir**

City: **Blanch**

Zip Code: **27212**

Phone: **336-514-2352**

Email: **cmatkins777@gmail.com**

Place of Employment: **Retired**

Please list any County Boards you currently serve on: **None**

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

A: Library B: _____ C: _____

Describe why you wish to serve on these boards?

First and foremost, to assist the library Director, as appropriate. Issues might include the management of library procedures and protocols, budget preparation, human resource issues, programs, etc. Also to support library funding, both county, grant and otherwise such that the library has the necessary resources to continue to provide the best possible service to the community.

Describe the background, education, and abilities that qualify you for these boards:

BYHS graduate. BS Civil Engineering – NCSU. Various college level courses relative to business management and human resource issues.

33 years in engineering/management with a major corporation. Served on several boards of local charitable organizations. Skills include construction management, engineering, computer, communication, financial management.

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

Which Board of Commissioners district do you live in? You can use the map on below to identify your district. District 1

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



Demographic Information (Optional)

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

Male ☒ Female ____

Age Range: 18-34 ____ 35-59 ____ 60+ ☒

Ethnic background:

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

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

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

LIBRARY ADVISORY BOARD

Sara Broadwell
3747 County Home Road
Blanch, NC 27212

336-459-6313
sgbroadwell@gmail.com

Commissioner Tony Smith

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

**AGENDA ITEM 21****COVER SHEET**Caswell County Board of Commissioners

meeting date: May 19, 2025

topic: CCTDA—Rebecca Page

(County Manager Whitaker)

attachment(s):

- volunteer application
- CCTDA roster
- Policy 13 Citizen Advisory Board Policy (refer back to agenda item 18)

fiscal impact: (n/a)

staff comments or recommendation: Please review closely.

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

notes:

Rec'd Date _____

By: _____



Caswell County Volunteer Application for Boards and Committees

This application is a public document

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

Caswell County Administration
Attn: Carla Smith
P.O. Box 98
144 Court Square
Yanceyville, NC 27379

Email: csmith@caswellcountync.gov

Name: Rebecca Page

Home Address: 820 Page Rd., Yanceyville, NC

City: Yanceyville Zip Code: 27379

Phone: 919-210-1832 Email: jogebo1955@gmail.com

Place of Employment: retired

Please list any County Boards you currently serve on: Caswell Tourism Development Authority
(TDA)

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

A. CCTDA B. _____ C. _____

Why do you wish to serve on these boards?

See attached cover letter

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

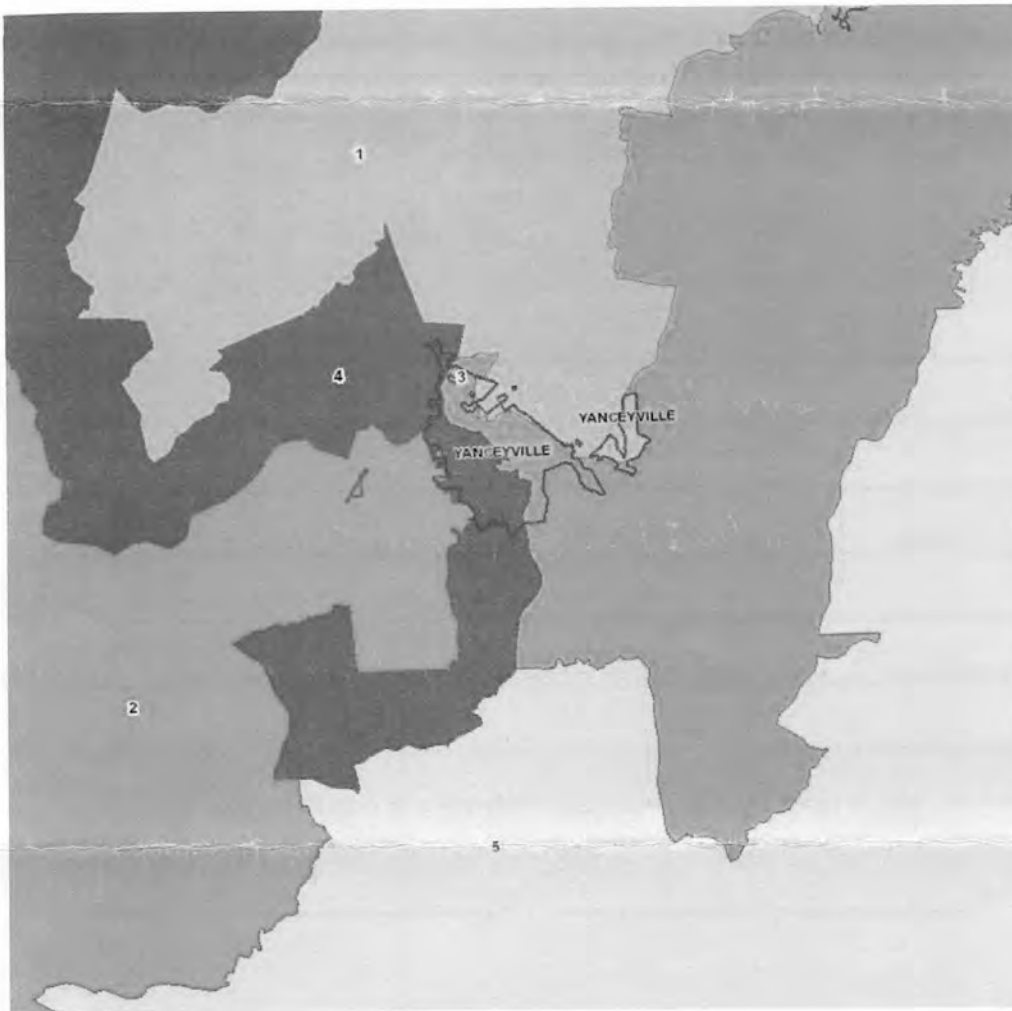
BA & BS degrees in Architecture & Civil Engineering at NC State
host an airbnb that collects occupancy taxes. Per statute, at least
1/3 of the members of this board shall be individuals affiliated
w/ businesses that collect occupancy taxes

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

As an airbnb host, there could be a perception of conflict of interest, but the statute requires 1/3 of the board members be affiliated w/ entities that collect occupancy taxes.

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

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



Demographic Information (Optional)

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

Male ☐ Female ☒

Age Range: 18-34 ☐ 35-59 ☐ 60+ ☒

Ethnic background:

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

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

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

Rebecca Page
820 Page Rd.
Yanceyville, NC 27379

May 6, 2025

Caswell County Administration
Attn: Scott Whitaker
PO Box 98
144 Court Square
Yanceyville, NC 27379

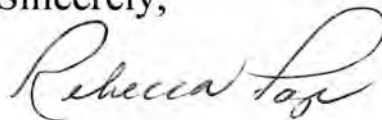
Dear sir,

Please see my attached application to be reappointed to the Caswell County Tourism Development Authority (CCTDA).

I want to continue to serve on this board as I've enjoyed helping bring the CCTDA into existence and seeing it become an active, functioning body! In FY's 24 and 25, the TDA awarded more than \$40,000 in small grants to non-profits and businesses that attract or serve tourists in Caswell. Next year the TDA will continue to award grants while initiating its first event "Caswell County Farm Tour" day on November 8. I look forward to being a part of the team to carry out this event and hope it becomes an annual tradition!

Thank you for giving me the opportunity to serve.

Sincerely,

A handwritten signature in cursive script, reading "Rebecca Page". The signature is written in dark ink and is positioned below the word "Sincerely,".

TOURISM DEVELOPMENT AUTHORITY

(3-year terms) (Meets on the 2nd Thursday of each month at 10:00 a.m. at Cosquare.)

Rebecca Page
820 Page Road
Yanceyville, NC 27379

694-4695
919-210-1832
jogebo1955@gmail.com

Tourism member
6-30-25

Angela Upchurch
Milton Renaissance
PO Box 38
Milton, NC 27305

336-583-8203
miltonrenaissance@gmail.com

Tourism member
6-30-26

Mindy Stinner
Conservators Center
676 E. Hughes Mill Road
Burlington, NC 27217

598-2783
421-0065
mindy.stinner@animalparknc.org

Tourism member
6-30-25

Imtiaz Ammed, Vice Chair
Executive Inn Yanceyville
1858 NC Highway 86 N
Yanceyville, NC 27379

336-432-7346
694-9494
imtiazammed13788@gmail.com

Business member
6-30-26

Kamara Barnett
158 E. Main Street
PO Box 727
Yanceyville, NC 27379

694-5431
434-688-5636
townmanager@yanceyvillenc.gov

Town of Yanceyville
1-31-27

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



AGENDA ITEM 22

COVER SHEET

Caswell County Board of Commissioners

meeting date: May 19, 2025

topic: Piedmont Community College Trustees Board—Antonio Foster
(County Manager Whitaker)

attachment(s):

- volunteer application, materials
- PCC Trustees roster
- Policy 13 Citizen Advisory Board Policy (refer back to agenda item 18)

fiscal impact: (n/a)

staff comments or recommendation: Please review closely.

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

notes:

Clerk's Office Use Only

Rec'd Date _____

By: _____



Caswell County Volunteer Application for Boards and Committees

This application is a public document

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

Caswell County Administration

Email: csmith@caswellcountync.gov

Attn: Carla Smith

P.O. Box 98

144 Court Square

Yanceyville, NC 27379

Name: Antonio W. FosterHome Address: 933 Ashland RoadCity: Ruffin Zip Code: 27326Phone: 919-931-1356 Email: awf1959@gmail.comPlace of Employment: US Army (Retired)Please list any County Boards you currently serve on: Planning BoardPiedmont Community College (Board Chair)

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

A. Piedmont Community College B. _____ C. _____

Why do you wish to serve on these boards? It's rewarding to help address the educational community goals and to build relationships with local, state, and national partners in an effort to ameliorate student academic achievement and cultivate economic workforce development. As a PCC Board Member, I can continue to effect policy through strategic decision-making efforts which can create a higher quality of life, promote collaboration and partnerships, and help others adapt to societal changes. Moreover, higher education is a catalyst for facilitating and cultivating productive citizens who contribute to society and their communities

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

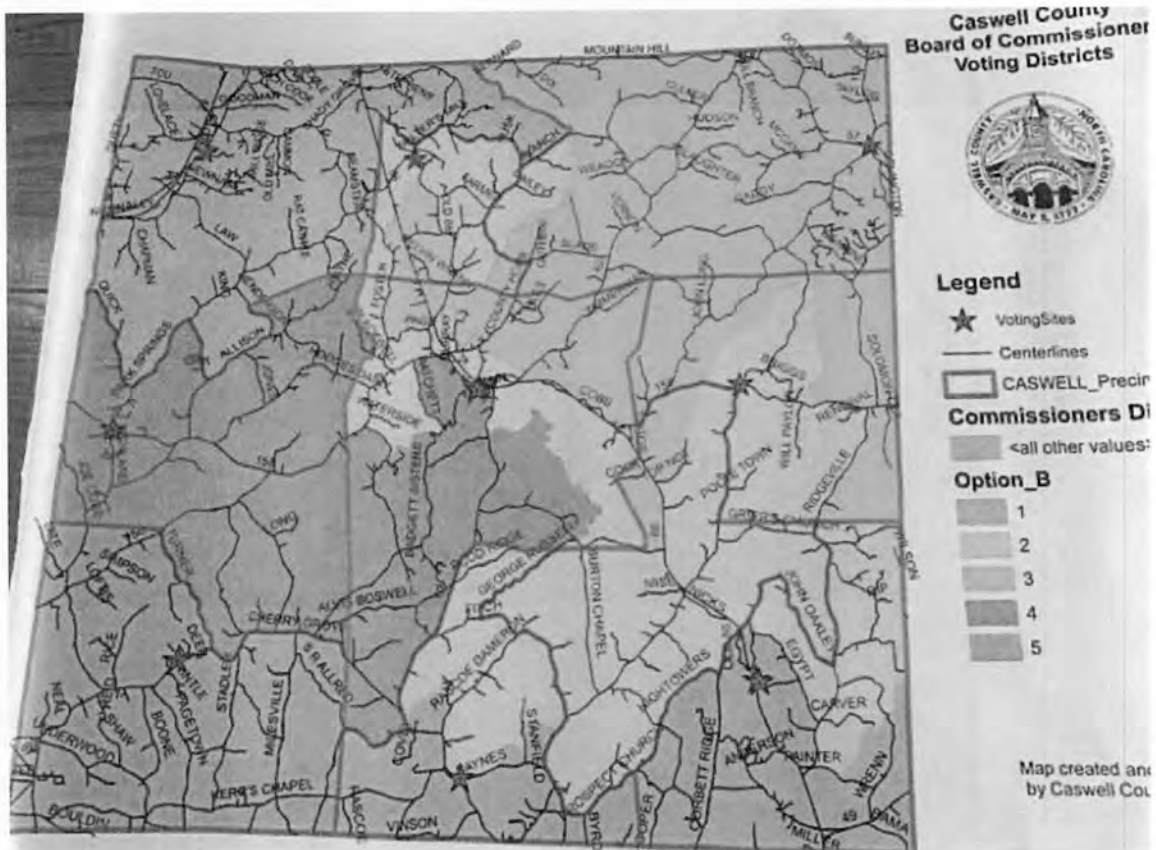
Please see attached resume for experience and credentials.

Replacement for Shirley Deal

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

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

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



Demographic Information (Optional)

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

Male ☒ Female ☐

Age Range: 18-34 ☐ 35-59 ☐ 60+ ☒

Ethnic background:

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

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

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

LTC (RET) ANTONIO W. FOSTER – April 27, 2025

Home Address: 933 Ashland Road Ruffin, North Carolina 27326

Cell Phone: (919) 913-3156

Email Address: awf1959@gmail.com

SUMMARY OF QUALIFICATIONS:

- 28 years and 4 months in leadership and management positions in small, medium, and large organizations
- Superior leadership, supervisory, management, team building and organizational development skills

CIVILIAN EDUCATION:

- **M.S., Adult Education**, North Carolina A & T State University, Greensboro, NC, **1994**
- **B.S., Industrial Technical/Manufacturing Engineering**, North Carolina A & T State University, Greensboro, NC – **1983**

MILITARY EDUCATION:

- Command & General Staff College (CGSC)
- Combined Arms Service Staff School (CAS3)
- Airborne School
- Advanced POL Track
- Quartermaster Officer Advance Course
- Master Fitness Trainers Course
- Basic POL Track
- Quartermaster Officer Basic Course

CIVILIAN EXPERIENCE:

- Owner/Operator Circle F Cattle Farm in Pelham, NC
- Currently serve on the Caswell County Planning Board in Yanceyville, NC.
- Currently serve as the Assistant Treasurer on the Board of Directors for Dillard Education, Economic and Development Service, (DEEDS) Inc., a Nonprofit Corporation in Yanceyville, NC.
- Currently serve as the Chairman of the Board of Trustees for Piedmont Community College (PCC)
- Member of the Caswell County Cattlemen Association. Served on the scholarship committee.
- Served as the Vice Chair for Blackwell Missionary Baptist Church Pastor Selection Committee
- Served on the Board of Directors as the Secretary for Piedmont Progressive Farmers Group (PPFG), a Nonprofit Corporation in Yanceyville, NC.

- Lifetime member of the following organizations: Omega Psi Phi Fraternity, Inc., the National Association for the Advancement of Colored People (NAACP), the American Veterans Association and American Legions, Post 210

MILITARY EXPERIENCE:

2011 – Aug 8, 2012 Executive Officer, 4th Brigade (BDE) Reserved Officer Training Corp (ROTC) Fort Bragg, N.C. - Supervised the BDE Staff - (consisting of DA Civilians (33 each), COMTek (3 each) and a Lockheed Martin Contractor)

Served as the BDE Organization Inspection Program/Brigade Command Inspection (OIP/BCI) leader for 33 Universities up and down the East Coast from Delaware to South Carolina, the BDE Internal Management Control Officer, the BDE Bi-weekly Update to the Commanding General manager, lead for the monthly CofS Staff/Bde Call VTC, and lead in conjunction with the BDE S4 to plan/execute the Annual BDE Professor of Military Science (PMS) & Senior Military Instructor (SMI) Conference.

2009 – Feb 17, 2011 Assistant Chief of Staff Deputy G4 (Logistics), XVIII Airborne Corps, Fort Bragg, N.C. – Functioned as Army Deputy G4 and JTF Deputy J4 while deployed to Haiti. Synchronized the logistics functions and integrated all Army logistical capabilities in support of the Senior Commander, Fort Bragg, and subordinate commanders.

Directed and performed staff coordination, management, and supervision in formulating plans, policies, and operations for supply, services, transportation, and aviation and ground maintenance for a 40,000 personnel organization.

Analyzed and improved existing work flows for continuous improvement initiatives by ensuring all organizations met their required objectives through the revision of existing operating policies and procedures.

2008 - 2009 Assistant Chief of Staff, G4 (Logistics), 19th Expeditionary Sustainment Command Korea, Daegu, Korea - Principle internal logistics officer for an expeditionary sustainment logistics command comprised of over 5,000 active components, Korean Service Corps/Augmentees, Department of the Army civilians, and Korean National employee workforce. Monitored a \$500 million organizational and mission budget meeting all goals and objectives of the organization.

Supervised the management of facility upgrades and renovation projects for the command valued at over \$2.4 million.

2004 – 2008 Battalion Commander/Professor of Military Science, Fort Valley State University, Fort Valley, GA – Provided command and control and responsible for all marketing, recruiting, military instruction, leadership development, retention, and commissioning of highly qualified Second Lieutenants in the Army.

Managed an annual budget of \$50,000.

Navigated the Cadet Corps to its commissioning mission of 12 for the first time in seven years through a much-improved recruiting and retention program.

Awarded the George Marshall Leadership award for the “Most Improved Battalion” of 22 within the 6th brigade.

2002 – 2004 Stryker Brigade Combat Team (SBCT) Integrator, Fort Shafter, HI

Synchronize transformation actions with higher, adjacent, and lower units, and USARPAC staff. Briefed foreign dignitaries, Congressional visitors, and numerous staff function audiences on the status of transformation fielding.

Apr 2002 – Aug 2002 (Combat) Commander, Joint Logistics Support Element/Forward Support Base, Edwin Andrews Air Base, Zamboanga, Philippines - Led, trained and supervised more than 250 personnel in a joint task force in support of Operation Enduring Freedom – Philippines.

Implemented purchase request/requirements validation and command approval system for oversight and approval of requirements that met the most efficient and cost-effective measures possible through supply support activity, logistics capability (LOGCAP) or contingency contracting.

Operated an ammunition point, providing storage and accountability of over 250-line items of Class V valued over \$2.9 million.

2001 – 2002 Chief, Plans International Logistics Division, Fort Shafter, HI - Supervised the plans, exercises, current operations, and logistics to support 35,000 US Military personnel and allied nations

Chief Planner for logistical support for USARPAC’s involvement of OEF-Philippines and established a Forward Support Base and Joint Logistics Support Element in support of a 300-man combat Task Force.

Effectively briefed the intermediate staging base concept to numerous distinguished visitors, resulting in Japan becoming the premier logistical base for the Pacific Rim.

2000 – 2001 Deputy Commander and Commander, 17th Area Support Group, U. S. Army Japan/9th TSC, Tokyo, Japan - Deputy Commander for a deployable Area Support Group and Installation consisting of 3,087 personnel, 13 installations, and 5 battalions in Japan.

Provided supervision of base operation support to 39 tenant organizations; managed a \$46 million U.S. budget with \$161 million Japanese host nation burden cost sharing, and \$9.39 million annual U.S. construction program.

Supervised, mentored, and professionally developed four separate company commanders, group staff, and 20 senior personnel.

As the principal for the Joint Services Integrated Vulnerability Assessment (JSIVA) inspection, detailed planning and meticulous execution resulted in the JSIVA inspection as the “BEST EVER” out of 360 installations assessed in four years.

1999 – 2000 Director, Security Plans and Operations, 17th ASG, Camp Zama, Japan

1998 – 1999 Chief, Plans and Operations Division, 17th ASG, Camp Zama, Japan

1997 – 1998 Battalion Support Operations Officer, 49th POL GRP, 49th STB, FT Lee, VA

1997 – 1998 Battalion Training Officer, 49th POL Group, 49th STB, FT Lee, VA
 1995 – 1997 Chief, Advanced Petroleum and Water Division, 23rd QM BDE, FT Lee, VA
 1996 – 1996 Operations Analyst/Observer, United Kingdom, NATO
 1991 – 1995 Assistant Professor of Military Science/Recruiter, NCA&T, Greensboro, NC
 1990 – 1991 Company Commander, 1st IDF, 299th Forward Support BN, C Co, Germany
 1989 – 1990 Battalion Adjutant, 1st IDF, 299th Forward Support BN, Germany
 1987 – 1989 General Supply Officer, 1st IDF, 299th Forward Support BN, Germany
 1986 – 1987 Platoon Leader/Executive Officer, 240th QM BN, 267th POL Co, FT Lee, VA
 1985 – 1986 Assistant Brigade Training/Operations Officer, 23rd Brigade, FT Lee, VA
 1984 – 1985 Executive Officer, A Co, 23rd Brigade, Fort Lee, VA

AWARDS

- Legion of Merit
- Meritorious Service Medal 6 Oak Leaf Clusters
- Joint Achievement Service Medal
- Joint Commendation Service Medal
- NATO Service Medal
- Armed Forces Service Medal
- National Defense Service Medal
- Overseas Service Ribbon
- Army Commendation Medal
- Parachute Badge
- Army Achievement Medal with One Oak Leaf Cluster
- Army Service Ribbon

OFFICE OF THE PRESIDENT

May 1, 2025

Mr. Scott Whitaker
Caswell County Manager
Post Office Box 98
Yanceyville, NC 27379

Dear Mr. Whitaker:

Congratulations on your appointment as the Caswell County Manager!

It is my pleasure to write in strong support of the appointment of Mr. Antonio Foster to the Piedmont Community College Board of Trustees. Mr. Foster currently serves as the chairman of the Board and has been an exemplary leader and advocate for the College, its students, and the broader Caswell County community.



Throughout his tenure, Mr. Foster has demonstrated unwavering dedication to the mission and goals of Piedmont Community College. His steady leadership, thoughtful governance, and deep understanding of the unique needs of rural education have been invaluable assets. As Chairman, he has guided the Board through complex decisions with integrity and a collaborative spirit, always prioritizing the success of our students and the communities we serve.

Mr. Foster's commitment to public service and higher education is evident in every aspect of his work with the Board. He is an engaged and effective advocate for educational access, workforce development, and community partnerships—areas that are vital to the continued growth and prosperity of Caswell County.



I am confident that Mr. Foster's continued service on the Board will provide critical continuity and experienced leadership as Piedmont Community College moves forward with several key initiatives, including expansion of academic and technical programs and strengthening ties with local industry and government partners.

He was previously appointed by the Governor. The General Assembly of North Carolina has removed those appointments; therefore, his reappointment to the Board is crucial during this time for continued, excellent and stable leadership.

Person County Campus

 (336) 599-1181
 1715 College Drive
Roxboro, NC 27574

Caswell County Campus

 (336) 694-5707
 331 Piedmont Drive
Yanceyville, NC 27379

your hometown
COLLEGE



OFFICE OF THE PRESIDENT

Mr. Scott Whitaker

May 1, 2025

Page 2

Thank you for considering his appointment. Should you have any questions or wish to discuss his contributions in greater detail, please do not hesitate to contact me.

Sincerely,

Dr. Kenneth A. Boham

Interim President

Person County Campus

(336) 599-1181
1715 College Drive
Roxboro, NC 27574

Caswell County Campus

(336) 694-5707
331 Piedmont Drive
Yanceyville, NC 27379

your hometown
COLLEGE

PIEDMONT COMMUNITY COLLEGE
BOARD OF TRUSTEES

(Caswell County Delegates) (4-year terms)

Michael L. Graves
1122 Graves Road
Reidsville, NC 27320

459-2710 6-30-26
michaelkarengraves@gmail.com

Shirley Deal
6436 US Highway 158E
Leasburg, NC 27291

503-2173 6-30-25
shirleycdeal@gmail.com