


Caswell County Board of Commissioners

144 Court Square, Yanceyville, NC 27379

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Commissioners Tim Yarbrough, Frank Rose, John Claggett, Finch Holt, Greg Ingram, Tony Smith, Brian Totten
BOC AGENDA | Work Session Meeting | July 7, 2025, 5:00pm, Historic Courthouse
Welcome:
(Chairman Yarbrough)

1. Welcome and call to order
2. Moment of silent prayer
3. Pledge of Allegiance
4. Consent agenda *(single vote/approval)*:
 - A. Meeting agenda
 - B. Open session minutes for 5/28/25 and 6/2/25 (budget sessions), 6/16/25
5. Announcements and recognitions
6. Public comments* *(limited to 3 minutes per speaker)*

Action item:
(County Manager Whitaker)

7. Public hearing re: Solid Waste Ordinance amendments
8. Dept. of Juvenile Justice probation lease (339 Wall St., rooms 405 {#20} and 406 {#19})
9. NCACC Annual Conference voting delegates
10. Support letter for Milton's SEID grant for water improvements

Discussion items:
(County Manager Whitaker)

11. Enbridge pipeline project (T-15 Reliability Project)—access road and easements
12. Sheriff's Office training facility and firing range—MOU changes
13. Animal Protection Society (APS) Animal Control shelter contract
14. K&B Consulting economic development contract
15. FY25–26 budget amendment—HR Specialist position
16. Workers' Compensation claims
17. Formation of new Caswell Safety Committee

Appointments/re-appointments:
(County Manager Whitaker)

18. Tourism Development Authority (CCTDA) Board—Mindy Stinner
19. Board of Health—Shannon Moretz
20. SR Farmer Lake Advisory Board—Vennie Beggarly

Reports, updates, or comments:

21. Manager
22. Attorney
23. Commissioners

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

24. July 10, 17, 24, 31, 4pm–6:30pm: Farmers Market, 158 E. Church St.
25. July 15, 2pm: Board of Adjustment meeting (as needed), 215 County Park Rd.
26. July 21, 6:30pm: Board of Commissioners meeting, historic courthouse

27. July 22, 1pm: Planning Board meeting (as needed), Gunn Memorial Public Library
 28. August 4, 5pm: Board of Commissioners meeting, historic courthouse
 29. August 5, 5pm–9pm: National Night Out, Parks and Rec facility, 228 County Park Rd.
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30. Closed session to:

- A. consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege as provided under NCGS 143-318.11(a)(3)—opioid litigation update
 - B. consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an employee as provided under NCGS 143-318.11(a)(6)
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31. Other business *(if needed)*

32. Adjournment

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

Reminders:

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



AGENDA ITEM 4B

COVER SHEET

Caswell County Board of Commissioners

meeting date: July 7, 2025

topic: Open session minutes for 5/28/25 and 6/2/25 (budget sessions), 6/16/25

attachment(s): Open session minutes for 5/28, 6/2, and 6/16 (prepared externally by Michelle Parker)

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
Budget Work Session
May 28, 2025

MEMBERS PRESENT

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

OTHERS PRESENT

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 Budget Work Session meeting scheduled on Wednesday, May 28, 2025 at 8:00 am at the Gunn Public Library.

Welcome:

Chairman Yarbrough called the meeting to order. He thanked everyone for coming out and called for Interim Manager Renee Paschal to introduce the items.

Ms. Paschal explained the budget process she used for the work session. She highlighted every department and explained over/underspending for the department. Budget amendments will be completed on June 16 for any department who is overspending and appropriate revenue from fund balance so there will be no audits for 2025. She asked the Board to show consensus for each item presented if there were no questions or concerns. She estimated spending in 2025 and explained the difference between requested and recommended budgeting.

General Fund Summary

Spending only increased \$12,996. The reason for the recommended property tax increase is due to decreases in revenue.

County-Wide Changes

Salaries increased 1.5% with the total cost of \$204,495. The vacancy allowance was eliminated except in Finance. Sheriff and EMS departments will exceed their budgets due to vacancies that were handled thru overtime. Only one new County position was requested in the budget in the Tax Department for an appraisal position. Cooperative Extension (State position) was also recommended due to grant funding ending.

Retirement rates increased and will generate a \$110,062 increase in the General Fund. Debt service increased \$331,172 to fund ambulance. Staff recommends using debt to finance the ambulance remount, UHF paging system and 15 leased replacement vehicles for the Sheriff's Department and two vehicles for the Environmental Health Division.

Governing Board

The budget decreased by \$17,191 based on actual spending. Ms. Paschal stated that she used FY 24 and FY 25 numbers to come up with the numbers. There was consensus for the proposed budget.

Administration

There was a \$28,410 reduction in spending. The main reduction is no longer needing a contracted County Manager. There was consensus on this item.

Finance

There was an \$86,006 increase. There are several vacant positions in the Finance Office including the Finance Officer. The salary was increased for the Finance Officer to make it more competitive. Contracted services will be reduced by \$91,000.

Maintenance

There is a \$292,880 reduction. All the capital projects requested are included in the budget. The budget includes the reclassification of the Maintenance Director. He was promised a salary when hired that he did not receive. The budget also includes \$329,654 for capital improvements/buildings. If something goes wrong with a sewer pump, the staff must hike through the woods to get to the pump. An ATV vehicle is proposed to help reach sewer pumps and a snow plow for snow clearing. A building will be constructed to house the equipment.

Mr. R. D. Hayes, Maintenance Director, explained the dangers staff faces when getting calls late at night. There are 6-8 calls per month that staff must handle for sewer maintenance calls. There are currently no tools or cleaning supplies for staff. The pump is state inspected. Mr. Hayes has researched the best deals for the ATV. Ms. Paschal commended him on doing a good job keeping up the budget and his negotiations.

Ms. Paschal stated that for FY26, items were budgeted in the correct line item instead of everything being put in the capital improvements line. There was consensus.

Health Department

Ms. Paschal disclosed that she duplicated the Health department budget but deleted one of them. The budget needs to be increased by \$18,000 to cover utilities for the Health department. There was consensus.

Pelham Business Park/Welcome Center

Expenditures increased by \$5300. In the past, Pelham expenses were being coded to Maintenance, and that has been corrected for FY26. There was consensus.

Court Facilities

Based on prior year spending, the budget was deemed sufficient by the Clerk of Court. There was a \$160 increase based on actual spending in prior years. There was consensus.

Central Services

There was almost \$400,000 in expenditures and \$449,000 increase in "net cost." \$289,000 of that budget was placed in contingency. Ms. Paschal explained that she used contingency as a budget tool. It does not become part of the base budget. There was a \$230,000 increase in insurance and bonds in FY25 that was not budgeted for. She explained the contingency breakdown for each department.

Chair Yarbrough would like to see the \$25,000 countywide contingency for gasoline and strike the \$7,333 contingency amount for EMS. She explained that Soil & Water had \$3,000 in dues and subscriptions for software, but the money had never been paid. Regarding the EV charging station,

there is a contested payment of \$1500. Ms. Williamson explained the process for using the EV charging stations. Ms. Paschal explained that insurance had increased. She suggested that the County take a look at the insurance charges.

Extension agents are State employees. If the State gives a 3 percent raise, there is contingency money to pay the employees.

Juvenile detention was moved to Central Services from the jail budget. The County must pay for minors who go into State facilities. There was consensus on the Central Services budget with the recommended changes.

Parks and Recreation

Expenditures decreased \$28,944 based on better estimates for spending. There was consensus.

Presentation by Davenport and Company

Ty Wellford, Senior Vice President for Davenport and Company shared information as the financial advisor for the County.

Mr. Wellford focused on capital improvement planning. The financial advisor recommended that the County move toward adopting a multi-year capital plan. He gave a perspective of where the County stands. He stated that the County was in a strong financial position. He spoke about the financial policies the County adopted in February. He highlighted projects with Caswell County including the Bartlett Yancy High School project and refinancing of the County's Detention Center.

He discussed the County's credit rating and peer comparative overview. The County no longer has credit ratings because the last public bond was paid off. He noted that the General Fund Balance has grown every year since 2017. The County adopted policies in February 2025 to have a minimum unassigned fund balance of 15 percent and a target of 20 percent. Caswell County rates very well with peer counties.

The surplus comes from the budget process, adopting a balanced budget and outperforming the balance. If the fund balance continues to grow, that is where a capital or strategic project becomes possible.

\$1.5 million in debt service over the next few years will decrease to \$600,000. The Bartlett loan will only be remaining since it is a 30-year loan. Specific school revenues and dedicated revenues on the County side will create a revenue source.

Looking at existing debt, there is 10-year Payout, Debt to Assessed Value and Debt Service to Expenditures. Debt to Assessed Value was outlined as measuring the absolute debt relative to the tax base. The goal is to be no more than 2.5 percent above the tax base. Currently, the County is at .64 percent. Debt service to expenditures looks at the payment of debt service. The policy states that the amount should not exceed 15 percent of the budget. Currently the debt is 4.38 percent. There is capacity to take on debt. The 10-year payout measures what percentage of debt paid off over the next 10 years. Currently the County is at 38 percent. The goal would be to be above 50 percent on a 10-year payout ratio.

Mr. Wellington discussed adopting a Capital Improvement Plan (CIP).

School Debt Affordability

He shared a model on school debt. The main expense at this time is the USDA loan. For FY26, there is a request for \$1.4 million. Restricted sales tax and lottery funds are revenue sources to fund school capital. There is a shortfall for FY26 in the amount of \$650,000 due to one-time needs of the schools. There is a starting capital reserve balance of \$6.1 million for schools. The fund balance can be used to cover shortfalls if needed. Ms. Paschal reiterated that the funds can only be used for school capital projects. Theoretically, the County had \$14 million in capacity based on a 20-year level payment structure. There would be nothing left for paygo.

County Debt Affordability

Mr. Wellington spoke about the capital needs of the County including the ambulance remount and UHF system needs that will line up for installment financing. Once the FY24 audit is complete, the County can access funds. The total borrowed would be approximately \$1.5 million. The 10-year repayment structure would allow the payment to coincide with the life of the project.

If all resources were utilized, the County can afford \$8.3 million of capacity. He added that North Carolina was limited in the ways counties can invest funds.

Capital Improvement Plan Process

Mr. Wellington discussed four stages in the process

Stage 1: Identify available revenue sources

Stage 2: Look at initial requests and prioritize projects

Stage 3: Develop and adopt the CIP for that year along with a 5-year plan

Stage 4: Approve and start again for the next year

Social Services

Revenues declined \$531,794 because of double budgeting revenues and expenses. Expenses declined \$555,083 because of budgeting based on FY25 estimates. \$272,802 less is required from the General Fund.

Ms. Michelle Waddell, Social Services Director stated that there will be some drastic cuts but she is not sure of how much. There were changes in the Foster Care program. She will talk with Ms. Paschal to determine if a budget amendment is needed. There was consensus.

Public Health

Revenue declined \$524,820 because of a \$611,088 reduction in appropriated balance and no longer receiving COVID funds and the Rural Health grant (\$250,000). \$250,000 is required from the General Fund. Better tracking will be put in place in the upcoming budget. The school system is a big expender of the Health Department budget for nurses.

Staff moved everything except telephones into the IT budget so there is a reduction in every department's telecommunication budget and an increase in IT.

\$6000 was budgeted for medical insurance. The revised budget might have errors. There was consensus.

Family Services

Ms. Paschal introduced Teresa Roberts, the new Family Services director. The FY25 revised budget number is not correct. The corrected budget will be provided. The general fund revenues declined

\$196,713 due to no longer receiving COVID funding and a Human Trafficking Grant. Expenditures declined by the same amount. Ms. Williamson explained the challenges the department has faced. There are now three full-time employees and one part time employee instead of the six employees previously. She emphasized that this was a very important program. Being a Tier One county, individuals are reluctant to go to law enforcement authorities to report abuse but will use the Family Services resources. There was additional discussion regarding grants.

Chairman Yarbrough requested that the budget numbers be corrected. There was consensus.

Fleet

There is a \$1800 increase in expenditures. These are expenses for vehicles not assigned to a specific department. In the past, enterprise maintenance had been coded to debt and has been corrected. Vehicle maintenance was increased in each department to offset that. There was consensus.

Farmer Lake

There was a \$1800 decrease in revenue. The decrease is due to not building the dock and shed. There was consensus.

Nonprofit Allocations

The County has funded nonprofits historically. Ms. Paschal stated that the NC Forestry probably should not be considered in this category. She recommended \$115,000 and after an adjusted decrease, the recommended budget was reduced by \$13,700.

The Arts Council requested \$5,000 and that was recommended. This request covers a youth arts camp for youth during the summer.

Ms. Paschal noted that the nonprofit allocation budget should be reviewed. She opined that giving out monies without a contract was illegal. She suggested relooking at the policy once the Finance staff was in place. The Board was concerned about the lack of accountability. She noted that once the allocation was made, the Board cannot direct operating expenses.

The Board discussed having three bids for services. Ms. Paschal will check on the legal authority of the Board. She stated that the Board was responsible for maintaining buildings, but the County does not own the buildings. She recommended that Caswell County ask for a condition assessment before allocating school capital funds.

There are currently no contracts with nonprofits, but Ms. Paschal has drawn up a contract and the attorney has approved it.

Chairman Yarbrough would like to have a representative from the Arts County to come back before the Board in July to answer questions regarding the mural. The Board would like to have a mid-year report on nonprofits. There was consensus.

Debt Service

Detention debt decreased \$21,530 and will come off in 2027.

Caswell County schools' debt decreased by \$305 and will be on until 2052.

Installment debt increased by \$55,392 to fund the first interest payment of \$1,150,000 for ambulance, ambulance remount and UHF upgrade.

Vehicle lease debt increased by \$176,400 to fund 15 replacement vehicles. The Sheriff requested 25 vehicles. If a car was still in the Sheriff's office, it was slated for a new vehicle.

Manager Whitaker will look at lease options for vehicles instead of departmental purchasing.

If the County chose to go with purchase vs lease for vehicles, Ms. Paschal suggested using the detention debt that would come off in 2027.

Interfund Transfers

Expenditures increased \$160,001 mostly due to not budgeting the transfer to school capital reserve in FY25. The transfer to the library decreased. A portion of the County's sales tax must be shared with the Fire District. There was consensus.

911

Expenditures decreased by \$297,310 because funds are budgeted in capital outlay in debt service fund instead of the departmental budget. The vacancy allowance was eliminated, and part-time salaries were reduced.

The Director explained that it is time to upgrade the UHF system. The current pager system is 18 years old and the life expectancy is 12 years. A new system would improve technology. There will be more power with two increased towers. There is a potential price increase due to tariffs. If a contract is needed, there will only be two Board meetings before the new budget year. Chairman Yarbrough suggested a possible contract to avoid higher prices. Pagers are vital to the County.

The \$500,000 cost to refurbish the UHF system is included in installment debt. It is possible that the project could be grant funded. The time frame for the upgrade is six months. There was consensus.

Emergency Management Services

Revenue decreased by \$17,000. Expenditures decreased by \$7,000 based on FY25 and prior year spending. Miscellaneous revenues have been budgeted but not received.

Mr. Barry Lynch, Emergency Management Coordinator, explained the miscellaneous revenues. He stated that previously there were 11-12 different State projects and get reimbursed for them. A base range of \$20,675 is what was received. Additional projects received \$17,000. In mid-year last year funds were cut. The department is now required to spend money to get money. The money received will be allocated to salaries.

Mr. Lynch shared an overview of the role of Emergency Management including disaster preparedness, mitigation, disaster response. It is a mandated position thru the State. There must be a designated Emergency Management Coordinator. Shelter operations fall under the department. There was consensus.

Emergency Medical Services

Revenues increased by \$499,906 mostly because EMS billing and increased number of trips is generating higher revenue. Expenses increased by \$352,506. \$100,000 of that was due to the elimination of a vacancy allowance. A budget amendment will be needed because EMS is projected

to overspend in their budget this year. \$580,470 was requested for the ambulance remount. A position requested was not recommended in the budget.

Mr. Barry Lynch, Director, stated that the remount is \$220,000. The remount is a 2019 with 320,000 miles. The life expectancy after remount is 5-7 years. The average mileage is 40,000 – 45,000 miles per year per truck. He explained that the existing box will be put on a new cab and chassis. He recommended that vehicles are remounted at 200,000 miles. New ambulances are remounted once and then sold.

Ms. Paschal recommended that a replacement plan be adopted and a new ambulance bought when debt service was paid off in 2027. Those funds can be used as a funding source.

Mr. Lynch stated that he had an estimate of six months for a remount. For a new truck, there is an expectancy of 36 months' wait time. Caswell will get a demo truck and cannot make changes.

Regarding overtime, Ms. Paschal explained that ambulances must be staffed. There are 8 part-time staff. There are currently no paramedic applications. Outsourcing services doubled the revenue collection, and \$1.4 million will likely be collected.

Mr. Lynch informed the Board that a transmission failed on a truck and cost \$12,000 for repair. That exceeded the maintenance budget for the year. There was consensus.

Solid Waste

There was a decrease of \$117,330 in landfill tipping. Expenditures increased \$160,960 due to salary increase and a reclassification for the Solid Waste director. There is a \$81,636 deficit in the capital reserve for not covering depreciation. There should be \$110,000 per year to replace equipment. The County is covering \$7500 to dispose of white goods disposal cost. Once the audit is up to date, the County will receive State revenue to cover.

It is anticipated that there will be a 5 percent increase in tipping fees and trash next year.

Mr. A.J. Fuqua, Director, was present to answer questions. The Solid Waste Ordinance allows him to write fines and issue tickets for residents who have too much trash and abandoned cars. He will bring the Ordinance back to the Board in August. The County owns all dumpsters and equipment. First Piedmont owns the front loaders. Chair Yarbrough asked how First Piedmont charged. Mr. Fuqua responded that the County was charged per haul, per ton. The fuel is a percentage of the haul. Currently the fuel charge breaks even. He stated that a certified tire hauler in North Carolina can use his facility. The number of tires have increased because there are some issues at Rockingham landfill and a junk tire collector is cleaning up his facility. Caswell County becomes the recipient of the tires.

The Solid Waste fund has been in a deficit for the past three years. The previous Board repeatedly lowered fees and appropriated fund balance. There was a low of \$44 and is now \$120. The current fee is only paid by residents who don't live in Caswell County and have no private hauler. The fee needs to be increased to get Solid Waste out of the deficit. The fee needs to be raised to \$160. The recommended option is to charge those with an alternative (proven) collection method an availability fee of \$65/year. Residents who live out of town will continue to pay \$125 (\$65 convenience fee + \$60 disposal facility use fee). Everyone else will pay \$65/year if they have a dumpster or curbside collection. This will require an amendment to the Solid Waste Ordinance.

Chairman Yarbrough questioned how residents with multiple properties and had access to a dumpster would be affected. Mr. Fuqua responded that the \$65 is per house. Only one person would be able to receive the tax credit. There will be no exemptions with the new policy, everyone will pay something. If there is no occupancy for a certain time, there will not be a charge.

Manager Whitaker spoke about a concern from the Town of Yanceyville regarding an increase in fees for Town residents. Ms. Paschal added that the availability fee includes the cost to operate the solid waste centers.

Chairman Yarbrough asked about a cost analysis for having regional sites vs. collection. There would be four proposed locations that would be county run. A variable would be whether the land was purchased or leased for the proposed sites. County run facilities would have a sticker system for residents.

Town residents will contribute approximately \$20,000 under the proposed fee schedule. The Town residents could get a discount on Town trash that was brought to the landfill. Under the \$125 fee, there is \$1,157,000 in revenues. Mr. Fuqua will speak with the Mayor and put a recycling bin in a central location for access when the solid waste facility is closed if the Board decides to charge Town residents.

Mr. Fuqua offered options for the Town to not increase fees. He will get the recommended fee.

Ms. Paschal stated that there are 12,372 residents and businesses in the County. Only 9,000 are charged at this point. Chairman Yarbrough asked if everyone was charged the same, what it would be. Ms. Paschal responded \$160.

The Board recessed for lunch and reconvened at 1:00.

Caswell Area Transit (CATS)

Ms. Paschal shared a corrected copy of CATs budget. Four vans are being replaced and that is 90 percent funded by the State. The County's cost is \$494,000 and the revenue received is \$444,000. There are also other small purchases including computers and furniture. Ms. Williamson added that tablets will be put on buses which will allow drivers to plug in mileage and time. This will increase efficiency. The reclassification of two positions in CATS is also recommended. There was consensus.

Planning Department

Expenditures increased approximately \$43,000 due to the recommendation of a Land Use Plan at a cost of \$48,000. The County will contract with PTRC for the Land Use Plan.

The process involves community involvement and may take 6-8 months to complete. It would provide a plan for the future. Chairman Yarbrough asked how often the plan should be updated. Mr. Jason Watlington, Planning Director indicated 8-10 years is a good mark. There was consensus.

Inspections

There is a \$910 increase in expenditures. There is \$1456 budgeted in contingency for level advancement of inspector. Shannon Petry, Inspections Director will bring new State regulations and fee schedules to the Board at a later date. Fire inspections may generate substantial revenue, but there is no set plan for the new rules at this time. Software upgrades are included in the budget to handle fire inspections. Revenue is projected to increase with new residential development and projected commercial development. There was consensus.

Special Revenue Funds

Register of Deeds

Funds are restricted by state law for automation of Register of Deeds records. \$8000 is what is projected for ROD to bring in.

Occupancy Tax

This is funded entirely by the 3 cents occupancy tax that is assessed on lodging. The budget includes a \$2700 administrative fee to be paid to the General Fund.

Fire Districts

There is a decline in property tax revenue, likely because of lack of good information when the budget was prepared last year. Less is budgeted in property tax revenue for FY 26. Sales tax continues to increase so there will be some offset. Ms. Paschal noted that monies are owed to the Fire Departments in the amount of \$225,000 – \$30,000 for rescue operation payments not made in FY23 and \$195,000 from sales tax in FY22. The payments will be made once the audit is reconciled. The sales tax will be divided between all of the fire departments.

Opioid Settlement

There will be approximately \$2 million collected over the next 18 years. The budget is based on the recommendations presented to the Board on April 7th. \$607,844 has already been collected. This year's budget will be \$241,682. Ms. Williamson said it will always be possible to make changes if the recommendations are not working. A report will be submitted in September. The Opioid funds will be moved to a trust account where it will earn interest. Ms. Williamson stated that interest must go back and cannot be used.

Revaluation Fund

The fund is state mandated. The County should set aside \$70,000/year to pay for the FY2029 revaluation.

Public Safety Answering Point (911)

The allocation has been reduced because of excess fund balance. \$204,000 was from fund balance. Prior to the audits, the County received \$100,000. Because of the Board's action to make the PSAP fund whole as well as capital projects, next year there should be a normal amount of PSAP funds received.

Mini Grants

Community paramedic is the only mini grant. It pays a 5 percent administrative fee which has not been budgeted in the General Fund.

American Rescue Plan (ARPA)

All funds have been spent with the exception of a \$20,000 grant from Piedmont Electric for broadband match. Piedmont wants to use the funds strictly for broadband.

Other

Most of the funds will be budgeted mid-year when revenues are known. Cooperative Extension and Social Services will be budgeted prior to mid-year.

Capital Reserves

Caswell County Schools

The transfer represents the balance of restricted sales tax beyond what is required in the General Fund. The balance should be part of a discussion on a capital improvement plan for the school system.

Agency/Trust Funds

Ms. Paschal described agency funds as holding money for other governmental units in a trust until they are paid out. Trust funds are for inmates. There are no general fund dollars associated with these funds.

Revenues: Property Taxes

Ms. Paschal stated that a 3-cent tax increase was proposed to cover the deficit in revenue. The tax will generate \$723,000.

Revenues: Proposed Fee Increases

EMS needs to keep up with Medicare reimbursement rates. Parks & Rec fee increases will offset increased costs. Public Health increases rates every year to keep up with the Medicaid reimbursement rates. Solid Waste fee increases include tonnage rate, out-of-county rates. The tipping fee for brush, construction debris, scrap metal fees are also proposed to be increased.

Sheriff's Office

There was a decrease in revenues in the amount of \$95,130. The County will no longer receive a GCC grant from the Town of Yanceyville. Expenditures increased \$490,252. There has been an increase in motor fuel. There is a comprehensive training plan and \$240,000 to uplift 15 replacement vehicles. A requested DEA position was not recommended. Ms. Paschal described the training plan. There was consensus.

Detention Center

There was a substantial decrease in revenue due to fees for housing state and federal inmates. Expenditures increased \$111,667 which includes inmate medical care; inmate food because of a contractual increase and feeding more inmates; and maintenance and repair of equipment. Juvenile expenses were moved out of the Detention Center budget.

School Resource Officers

Expenditures increased for salaries and overtime as well as 401k. All operating expense were moved to the Sheriff's Office. Overtime includes afterschool activities and the library.

Juvenile Crime Prevention Council (JCPC)

Revenue increased \$67,683. The State provides funding but contracts with agencies to help at risk youth. Counties are required to contribute 10 percent of expenditures. There was no increase in expenditures. Over 50 youth have been served this year.

JCPC – Roots & Wings

Expenditures increased \$4,731. It is a nonprofit organization from Person County that offers life skills. Line-item budgeting will not be continued because the agency is a nonprofit.

JCPC – Community Youth Services

Expenditures declined \$7,699 based on funding approved by JCPC.

Tax Office

There is an \$80,000 reduction in the Tax Office. The department will receive a new full-time appraiser and have GIS experience. The part time position will be eliminated. There was consensus.

Board of Elections

Line-item cuts were made and \$50,272 was budgeted in contingency for a second primary. Line-item reductions were based on similar elections. The budget includes four (4) portable toilets for each election except municipal. There was discussion regarding the use of restrooms past the designated line. Ms. Paschal stated that it would be an \$800 saving to delete the portable toilets. The consensus of the Board was to delete the portable toilets. They recommended a different setup for voting machines that would allow voters to use restrooms.

Register of Deeds

There was a \$12,778 reduction in "net cost." Ms. Pascal stated that the department more than pays for itself. There was consensus.

Solid Waste Fee

Chairman Yarbrough recalled the discussion regarding fees. All residents would be charged an availability fee of \$65. If the hauler picks up trash, there would be a reduction.

The cost covers everything except the collection center. The \$65 would be applied to Town residents as County residents because of the access to the collection center. Board members gave consensus for the \$65 fee. A letter should be sent to the Town explaining the new fee.

Animal Control & Shelter

Expenditures increased \$222,082. The shelter contract (\$225,000) was moved from nonprofit funding to contracted service in the upcoming budget. Michelle is the Shelter Manager and Kim is the Board member and attorney. Chairman Yarbrough asked if the County was obligated to fund if there was not a signed contract by July. Ms. Paschal stated that the service was placed in Animal Control's budget and would not be paid if there was no service. Negotiations have stalled with the Shelter. There is an issue that the Shelter is often over capacity, but Animal Control must follow the Ordinance. Often APS wants animals returned to owners and not euthanized. Chairman Yarbrough asked if the request would take care of APS's capital needs. Ms. Paschal responded that it was for operations. Ms. Paschal stated that APS was paid \$174,000 over the past year. Donations were sent to the County when Helene occurred. Chairman Yarbrough stated that the APS must do their part. There may be five dogs euthanized yearly. There was consensus. It was recommended to include certain sites to house the dogs.

Cooperative Extension

The expenditures increased \$5,747 but it includes the Digital Agent which had been grant fund. The Digital Agent works with seniors and high schools and libraries on technology issues. If a grant is obtained for the Digital Agent, there will be additional training. Contingency includes \$16,844 for state salary increases for extension employees plus an increase for one agent. There was consensus.

Caswell Soil & Water District

The budget will be increased to restore benefits for a part-time position. The \$3,000 payment to the federal government is in the contingency line item. There was consensus.

Section 8 Housing Authority

Staff recommends that \$7,145 be appropriated in fund balance to balance the budget COLA increase caused by the need for offsetting reductions in operating lines. The Housing Authority is entirely funded by Section 8 funding from the Federal government. There was consensus.

Senior Center

Revenue declined \$125,048 due to reductions in the federal block grant for senior programs. The net cost for the Senior Center increased by \$122,555. Allocations have not been received at this time. Sponsorships have been coming in to assist with the Meals on Wheels program. There was consensus.

Senior – SHIP

This program is funded by the state and provides health education for Medicare. There is no County money involved.

Pelham Water/Sewer Fees

Danville charges Caswell \$2.55/100 cubic feet of water and Caswell charges Pelham businesses a \$10 minimum fee for water plus \$3.10/1,000 gallons over 2,000 gallons. Caswell made \$3.18 on water charges per customer. There are very low water users.

Caswell does not charge for sewer. In FY24, Caswell spent \$36,342 and collected \$1,397 in revenues. The Welcome Center is currently getting free sewer. That will be rectified. Caswell is spending approximately \$25,000 in capacity charges to Danville. If you back out the \$25,000, \$11,000 per year is being lost on selling water and sewer in Pelham. This does not consider Maintenance's time to maintain the system, Finance for billing, or future maintenance to the system.

Caswell will need to establish tap fees for CEAD and Cherokee Tobacco. She will present a proposed solution on June 16th.

Information Technology

There is a substantial increase in the budget (\$101,181). A \$117,140 increase in telecommunication to centralize management of internet and phone systems (offsetting reduction in other departments). This will improve efficiency and eliminate redundancy. There is a \$26,316 reduction in professional services, offset by \$15,000 in contingency for unforeseen needs. There is a \$26,588 reduction in software licenses based on FY25 estimated spending. There was consensus.

Public Library

Expenditures increased \$24,060. Revenues increased by the same amount. \$5,567 less is required from the General Fund. There are seven full-time and two part-time employees. There was consensus.

Caswell County Schools

The schools requested a 39 percent increase (\$1,089,819) for FY26 in current expenses. In capital outlay, there is a 140 percent increase (\$651,300); a teacher supplement is requested in the amount of \$443,718. The schools gave a reduced option of \$1500 or \$2000. Overall, there is a 67 percent increase in the request from FY25. Ms. Paschal stated that part of the reason for the increase is the schools no longer appropriate a fund balance. There are some funding sources for capital outlay, and if you take out capital outlay, the request will take 7.2 cents on property tax to fund. Ms. Paschal stated that she did not have figures to put into the draft budget when it was prepared.

Chairman Yarbrough asked the school representatives to clarify that their appropriated fund balance of all available funds was approximately \$700,000. A representative responded that \$600,000 is what

is left when you take away what is appropriated this fiscal year. Other funds include the capital outlay fund balance when you take away what is appropriated for this year at \$200,000. Ms. Paschal commented that just because that amount is appropriated does not mean it's the amount that is spent.

Capital Outlay – The requested increase is \$651,300 for a total of \$1,116,300. Superintendent Stokes addressed the capital projects. HVAC is a major problem. He stated there were two buildings that were more than 30 years old. Oakwood is the next oldest building. North and South have similar issues with chillers. Chillers cost more than \$5,000 each and each school is in need. He projected \$800,000 would be needed for HVAC work. Some of the buildings need roofs. The most pressing is North Elementary, but there are three in need. Downspouts are built in the wall. The gutters fill up with water and leak back into the walls. All drains will have to be cleaned out due to the hard rains. At Dillard, the drains are inside. The maintenance representative stated that there are some unknowns. The Board will visit schools to better understand the problems. There are several issues with gutters.

Chairman Yarbrough asked about the oven at North. Superintendent Stokes stated that they were old, but they worked.

Commissioner Smith asked if there had been any complaints about roof leaks at the high school. The maintenance representative acknowledged there were leaks and is working to repair. The Board expressed concern about a new school with a leaking roof.

Superintendent Stokes was asked about the \$465,000 that was allocated last year in capital outlay. There has been \$693,000 spent as of May 20th. The items were described in the school's budget including school safety upgrades. Software, cameras, and electrical gates were included in the upgrades.

Chairman Yarbrough expressed concern about the \$1,116,300 request. Superintendent Stokes stated that the amount would prevent needing a larger amount. The chiller at South has been rebuilt. Only one chiller is currently operating. South, Dillard and North are the main schools with critical chiller issues.

Commissioner Smith asked about long-range plans for Stoney Creek. Superintendent Stokes said that discussions were taking place with the school board regarding the school and it was in a growing part of the county. The goal is not to close the school. Ms. Paschal stated that NC State could help with projections. She stated that there may be something more comprehensive for capital outlay. It will be further discussed on June 2nd.

Teacher Supplement - Superintendent Stokes requested a flat rate \$2000 for every certified teacher (166 teachers). He spoke about losing teachers and staff to surrounding counties. Chairman Yarbrough commented that he could not justify giving a larger increase to the school system than to Caswell County employees. The State provided an increase to less seasoned teachers at 5 percent and as the tenure increased, the percentage was smaller. A 25-year teacher only received a few hundred dollars.

Current Expenses – The request for a \$1,089,819 increase is for operations. Current expenses pay for insurance, utilities, and about 10 local employee salaries and benefits. Property insurance is increasing 13 percent. It was confirmed that money follows the child to charter schools and does not return to the public school if the child comes back. State funds are reduced. Home schools do not receive County funding.

Superintendent Stokes clarified that the local employees referenced were mainly IT employees. He explained that there were many pay scales for schools in North Carolina. A local supplement may be added to the pay.

The item will be continued on Monday, June 2nd.

Piedmont Community College

Operating expenditures increased \$12,310. Capital expenditures decreased \$65,000. There was an overall decrease in their request. There was consensus.

Economic Development

The amounts were based on prior year spending. There was a \$2,393 decrease due to converting a full-time position to a contractor. This includes \$50,000 for contract economic developer and \$21,850 for the Pelham Site due diligence. There was consensus.

Economic Development - CoSquare

The budget includes \$10,000 in rental fee revenue. Expenses decreased \$22,716 based on historic spending. The cost to the County decreased by \$24,000. Commissioner Smith asked Ms. Paschal how funds were collected? She responded that some people pay in person or mail the rent payment, and money is drawn down from debit card payments. She noted that membership has declined since the accident. There is a need for high-speed internet but there are other things that can be done to increase membership. Ms. Paschal stated that the Health Department pays \$2,000 per month. If the County begins to charge for rentals, CoSquare will more than pay for itself. There was consensus.

Coroner

There is a \$6,500 decrease in expenditures based on FY25 estimates. \$2,000 has been budgeted in contingency. There was consensus.

Mental Health Services

The County is required to pay the same amount under State law. There is no increase. There was consensus.

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

K. Scott Whitaker
Clerk to the Board

Tim Yarbrough
Board Chair

CASWELL COUNTY BOARD OF COMMISSIONERS
Budget Work Session
June 2, 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 Budget Work Session meeting scheduled on Monday, June 2, 2025 at 3:00 pm at the Gunn Public Library.

Welcome:
Chairman Yarbrough called the meeting to order. He thanked everyone for coming out and called for Interim Manager Renee Paschal to continue with the pending budget items.

Ms. Paschal stated that the items for discussion were Solid Waste fee and the School budget.

The Solid Waste Director stated that he and the Manager revisited the proposed fees for users who were not currently paying solid waste fees and determined they could be lowered to \$55 for availability fee and \$75 for disposal. Everyone would pay the availability fee. The currently paying customers would pay \$130, a \$5 increase. The revenue would be the same. He recommended a \$60/ton for hauling. That would be a \$15/ton break. The Director stated that he would like to put a recycling container in a convenient location for town residents.

Regarding mobile home parks with five units, the Director asked the Board how they wanted to charge. The Chair responded that there were five units and there should be five availability fees—one for each unit. The same would apply to apartment units. There was discussion regarding the fee going to the owner and then is assessed to tenants by the owner. If there is no dumpster on site, the fee would be \$130. An exception could be made for Section 8 housing. There was consensus.

Schools

The Board discussed the tour of the schools to assess capital needs. The Manager shared photos of the findings. Dillard has issues with water running back into the walls from downspouts backing up. North and South have pipes outside the building and can be repaired. Two or three chillers need to be replaced. Updated software for thermostats will not accept the old systems being used at this time. They do not make parts for the current air handlers. The Board discussed issues with downspouts, especially when there are hard rains. There are trees that may have damaged the foundation because they were planted so close to the building and are overgrown.

Chairman Yarbrough commented on the HVAC and roof issues. The Maintenance representative expressed concern about the health and safety of the students.

Vice Chair Rose expressed concern regarding the leaking at the new high school.

Superintendent Stokes compared the 1% and 1.5% increase. Ms. Paschal explained that if you give the money as an increase in salary, every time the State gives an increase, it must be matched and it is very difficult to manage from a budget perspective. She recommended a flat subsidy. The cost for teachers only would be \$443,718.00 for the \$2000 flat supplement.

Commissioner Smith asked about prioritizing the operating budget. Superintendent Stokes responded that once the schools receive the funds, they have to make decisions and prioritize how they are spent. He was not aware of a formula used to determine priorities. Operational and legal fees must come out of County funding and not State.

North and South schools' enrollments are below capacity.

There are \$1.1 million in needed capital projects. Ms. Paschal recommended allocating project money in capital outlay but hold it back until a project ordinance can pay based on when the work is completed. The Superintendent assured the Board that funds allocated would be spent appropriately. Capital spending would be a project ordinance separate from the operating budget. The Board gave consensus for \$1.1 million in capital spending. The schools will use the rest of the funds received from ABC to pay for projects if the County allocates \$1.1 million. After further discussion, the project ordinance will be \$888,000 and the other funds in capital outlay. A breakdown of expenses at schools will be needed for inclusion in the project ordinance.

Ms. Paschal noted that landscaping was not an eligible capital expense.

Chairman Yarbrough recapped the \$888,000 for project ordinance which can come out of capital reserve. There was consensus.

Commissioner Totten spoke about the challenges of keeping teachers in the classroom. He agreed with a supplement. Commissioner Ingram favored a supplement. Commissioner Smith favored a supplement. Vice Chair Rose stated that the County was in the same situation regarding salary increases. He preferred the flat amount.

Ms. Paschal shared an idea that it would require a 2-cent tax increase to fund the teachers supplement. Put Article 46 sales tax back on the ballot for the 2026 primary at ¼ cent. If voters approved the ¼ cents, the 2 cents will come off. The amount would be \$484,000 for a flat rate (\$2,000) supplement for 166 teachers. If the intent is for all employees, the amount will have to be recalculated. There would be a 5-cent tax total increase. The discussion will be continued at the June 2, 2025 Regular Session.

The meeting was adjourned at 4:41 pm.

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

K. Scott Whitaker
Clerk to the Board

Tim Yarbrough
Board Chair

CASWELL COUNTY BOARD OF COMMISSIONERS
Regular Session
June 16, 2025

MEMBERS PRESENT

OTHERS PRESENT

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

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

The Board of Commissioners for the County of Caswell, North Carolina met in a Regular Session meeting scheduled on Monday, June 16, 2025, at 6:30 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:
Benton Covington-Thompson, 208 Blanch Road attended an informational session in Person County regarding the water impact from the Enbridge natural gas pipeline proposal. There were no Caswell County officials there. The next session is scheduled in Rockingham County on June 24, 2025 at 6:00 pm. She noted that there were no sessions scheduled for Caswell County and due to the lack of any industry in the County, she questioned any benefit of the pipeline to Caswell County. She expressed concern about the safety of Enbridge natural gas line and its effects on water, health and safety of residents.

Emily Pruitt, lifelong resident of Caswell County, employed with Caswell County Schools. She thanked the Board for visiting the schools and asked the Board to commit to invest in children by supporting staff and infrastructure in schools.

Myriah Smith, a resident of Caswell County, and employee of Caswell County Schools thanked the Board for visiting the schools.

Recognitions:
Board members Smith, Rose and Ingram congratulated the 2025 Caswell County graduates.

Commissioner Claggett recognized First Responders and the veteran population as June is PTSD Awareness Month. Coffee and conversation will be available for all veterans the 4th Wednesday of the month at 9 am at the Senior Center.

Consent Agenda:

- A. Meeting Agenda
- B. Open Session Minutes for 6/2/25

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

Discussion Items:Creation of Economic Development Capital Reserve Fund (\$100k from Firebird/Cherokee Sale)

Manager Whitaker stated that the County received approximately \$100,000 related to the Firebird/Cherokee project. The funds reside in the Capital Reserve fund according to financial policies. Commissioner Smith suggested moving the funds to a new Economic Development Capital Reserve Fund. There are pros and cons of moving the funds. The Manager's recommendation is to further research the pros and cons. Commissioner Smith felt it was important to have the funds available to the County for land acquisition, site prep and infrastructure. He desired to approve the item. Vice Chair Rose questioned if the Board moved the funds, if they could vote on how the funds are utilized. Manager Whitaker affirmed. There was consensus to allow the Manager to do further research and bring the item back at a later meeting. Vice Chair Rose desired to follow the recommendation of the Budget and Tax Center.

Action Items:FY25-26 Budget Ordinance and FY25-26 Fee Schedule

Ms. Paschal recapped the budget process for the FY 25-26 budget. A 4.2 cent property tax increase was proposed. 3 cents will offset the decrease in revenue, and 1.2 cents will go to the Caswell County Schools to fund a supplement and increased operating expenses. Changes to the Solid Waste fees are proposed including a \$55 availability fee to be charged to all residents and businesses in the County and a \$75 disposal fee to be charged to all residents and businesses without a town provided waste collection service. A 1.5 percent increase is proposed for all regular County employees.

Revenue - Appropriated fund balance in the General Fund increased by \$104,375. Property tax revenue increased by \$289,478. Total revenues are higher than the recommended budget.

Expenditure increases - The retirement rates increased. The cost is \$76,560 in the General Fund. Social Services retirement increased by \$18,866. Public Health retirement increased by \$12,626 and Library retirement was increased by \$2,071. Contingency was decreased by \$8,833 at the direction of the Board. The decrease to Family Services was \$9,993. Capital Outlay was decreased. Schools agreed to reduce normal capital outlay by \$65,000. Those funds are earmarked by State statute that must go to the school capital. \$888,000 will be appropriated to the schools. A transfer was made and there is no reduction in school capital. Retirement was left out of the budget for Soil & Water totaling \$3,672. The budget added a school supplement of \$240,500 and increased school operating fund by \$58,364. In Solid Waste, retirement was increased by \$1389 and decreased the transfer to capital reserve by the same amount. Caswell Area Transit system increased expenditures for retirement in the amount of \$1,784 and increased appropriated fund balance to cover that expense. Section 8 retirement was increased by \$921 and appropriated fund balance covered the expense. In Community Paramedic, revenue was increased by \$495 to balance the budget. The solid waste fees were not included in the recommended budget but were discussed at the budget work sessions. The County has been advised by LGC to adopt the budget ordinance and fee schedule separately.

A motion was made by Commissioner Smith and seconded by Commissioner Ingram to approve the FY 25-26 Budget Ordinance. The Chair called for Roll Call voting:

Claggett – No

Holt – No

Ingram – Yes

Rose – Yes

Smith – Yes

Totten – Yes

Yarbrough – Yes

The motion carried 5-2.

Manager Whitaker had a discussion with Yanceyville Manager regarding the solid waste fee. A proposed location for the recycling center in Yanceyville was confirmed.

A motion was made by Vice Chair Rose and seconded by Commissioner Ingram to approve the FY 25-26 Fee Schedule. The Chair called for a Roll Call voting:

Claggett – No

Holt – No

Ingram – Yes

Rose – Yes

Smith – Yes

Totten – Yes

Yarbrough – Yes

The motion carried 5-2.

Chairman Yarbrough presented Ms. Paschal with flowers and expressed appreciation on behalf of the Board for her service to the County.

Opioid Spending Authorization Resolution

Deputy County Manager Melissa Williamson stated that the County is required to have a spending resolution adopted by the Board before any funds can be spent beginning July 1st. No changes have been made. Goals are for one year and can then be revisited. \$241,682 will be spent next year.

A motion was made by Vice Chair Rose and seconded by Commissioner Totten to approve the Opioid Spending Authorization Resolution. The motion carried unanimously.

FY24-25 Year-End Budget Amendment

Ms. Paschal recapped that several General Fund departments would overspend their budgets in 2025 by more than the vacancy allowance. EMS and Sheriff budgeted vacancy allowances. In the case of Central Services, property and liability insurance premiums are much higher than budgeted. Interfund transfers to the school capital fund which is statutorily required were not included in the original budget. EMS revenues are running ahead of budget and it is anticipated that EMS will offset their costs. An appropriation from fund balance is required for all other departments to ensure the budget is not overspent. Otherwise, the County will receive an audit finding for budget violations as have occurred in the past. It is anticipated that savings from other departments will offset the increase.

Ms. Paschal spoke about the changes that need to be made in the General Fund. Staff proposed to increase General Fund revenues for FY25 by \$1,333,000. Expenditures in Central Services are proposed to be increased for insurance by \$250,000; increase Sheriff salaries by \$50,000; remove

Sheriffs vacancy allowance; increase detention salaries by \$250,000; increase EMS salaries by \$200,000; remove EMS vacancy allowance; increase the transfer to the school capital reserve; and increase the transfer to the fire district fund of \$60,000.

Commissioner Smith asked whether the \$1,333,000 was an acceptable range. Ms. Paschal responded that given the size of the budget, the amount was outside of the normal range. Vice Chair Rose asked if there were parameters that could be put in place to look at in 3-6 months of the new cycle. Ms. Paschal noted that the Public Safety problem was compounded by the vacancy allowance. In the jail, there was a reduction in revenue and overall inmate count has increased. That caused medical and food budgets to increase as well as salaries to backfill vacant positions.

Johnna Sharpe spoke about transfers to other funds. Those funds have to be adjusted to ensure they balance. She noted an increase in the schools' capital reserve, and an increase in fire tax districts because it is anticipated that more sales tax will be transferred from the General Fund to the Fire District fund. The Caswell Enterprise fund was a finding on the audit. The fund is in a deficit as a result of when Co-square was built because expenditures had been charged to another fund and were not covered. There are funds in the Revolving fund which the county has had sitting for some time. As they are both related to economic development, she recommended transferring funds from the revolving fund to the enterprise fund in order to eliminate the deficit and eliminate an audit finding. Occupancy tax is expected to exceed the original revenue budget because when the budget was built, it was not anticipated that the Town would begin levying the tax and those revenues are significantly more, so that funds need to be increased by \$80,000. Fines and forfeitures are set aside for schools and are running ahead by \$90,000. Schools will get additional funds this year but the County needs sufficient appropriation to transfer to schools. Section 8 will use some excess revenues as well as some fund balance appropriation so there is a need to increase expenditures. If departments exceed their budgets, that will result in an audit finding.

A motion was made by Commissioner Smith and seconded by Commissioner Totten to approve the FY24-25 Year-End Budget Amendment. The motion carried unanimously.

Johnna Sharpe Financial Consultant Contract Amendment

Manager Whitaker shared a summary of hours and a proposed amendment to Ms. Sharpe's contract. He provided the Board with the original contract and stated that the financial work was split between the County Commissioners' Association and Caswell County. Ms. Sharpe stated that the NCACC is committed to getting audits caught up. The County requested more of her time which is the reason for the contract.

Commissioner Claggett questioned whether the County was actively recruiting for a Finance Officer. Manager Whitaker replied that once the budget is passed, he will post the position this week. Commissioner Claggett inquired about the recent hire of a certified Finance Director – was there an exit interview conducted? Ms. Williamson replied that the Finance Director was only there for two days and an exit interview was likely not conducted, although the Interim Manager had a conversation with him.

Chairman Yarbrough asked Ms. Sharpe about the increase in hours. Ms. Sharpe replied that she has taken on additional responsibilities that have slowed some of the work on the audit. There is currently no HR Director. She is the only person who knows how to process HR transactions. She and the Interim Finance Director have been doing extra work in order to keep things moving with the audit. If the FY24 audit is not complete by July, it could be delayed. The Chair asked if, given the staffing

shortages, if the audit report would be complete by July. Ms. Sharpe stated that she will know by the end of the month if things are on schedule for the July deadline. Commissioner Smith asked if there was any way to get additional help. Ms. Williamson was not sure because there would be such a learning curve for a new person.

Vice Chair Rose commented that it feels like the “goal post keeps moving.” He was concerned about what could be done as a Board. He recommended moving forward, there be cross training in departments. He asked if there were issues with the FY24 audit? Ms. Sharpe responded that there will be some budget violations and the biggest issue is getting the bank reconciliations done. She stated that allowing her to continue to work will help meet the July deadline.

Manager Whitaker interjected that as far as recruitment goes, it is top priority. There are six interviews lined up for the HR Director. Hopefully that position will be filled quickly.

Commissioner Smith asked whether the \$80,000 would change if staff was hired during the contract. Ms. Sharpe responded that the contract only goes thru June and could change.

A motion was made by Commissioner Smith and seconded by Commissioner Ingram to approve the contract amendment with Johnna Sharpe, Financial Consultant. The motion carried unanimously.

Caswell County Tourism Development Authority (CCTDA) FY 25-26 Budget Approval

Manager Whitaker stated that TDA has considered and approved the budget. As of June 30th, there is an estimated accumulated fund balance of \$145,000. The budget includes \$33,600 not yet allocated as a contingency. There is no direct financial impact to the County’s budget. The occupancy tax is part of the budget ordinance.

A motion was made by Commissioner Ingram and seconded by Vice Chair Rose to approve the Caswell County Tourism Development Authority FY25-26 Budget. The motion carried unanimously.

Danville/Caswell Water and Sewer Services Agreement Amendment

Attorney Johnston shared that in the course of research for Firebird/Cherokee project, there were some issues discovered in the water and sewer agreement that may make existing or potential customers to the industrial park uneasy. He referenced paragraph 2 in the agreement entitled “Term.” He proposed to delete language in paragraph 2A which states “and shall renew automatically for successive one-year terms unless terminated as herein provided.” In paragraph 2B, he proposed to delete language that states that “this agreement may be terminated by either party at any time after the initial term by giving the other party written notice three years in advance of the effective date of the termination.” By deleting the language, it is likely to further encourage development at the Pelham Park. If approved, the amendment will go to City Manager of Danville to present to its Council. If the City of Danville approves, there will be no limitation on terms for water and sewer.

A motion was made by Commissioner Smith and seconded by Vice Chair Rose to approve the Danville/Caswell Water and Sewer Services Agreement Amendment. The motion carried unanimously.

Construction of Training Facility and Firing Range

Manager Whitaker recapped the item that was previously presented on May 5. A new proposed Memorandum of Understanding (MOU) was presented. He stated that he recently visited the site and increased his comfort level. The MOU is between the Sheriff’s Office and County.

Attorney Johnston stated that the MOU is a work draft at this point. There has been no input from the Sheriff's Office. He highlighted major points in the MOU. The County will designate a Range Safety Officer, Tactical Medic and a certified Firearms instructor to promote safety. The facility must have the County's general liability insurance. An Operations Manual would dictate the rules of the range and would need the Sheriff's Office input. The term of five years for the MOU would be at the Board's discretion for a shorter or longer period. At the end of the MOU, each participant who participates at the shooting range must sign the Acknowledgement of Risk and Indemnity waiver.

Commissioner Holt asked if the positions were full-time. Attorney Johnston felt the employees would be Sheriff's staff. Commissioner Ingram stated that the employees were already working for Sheriff's Office and have had the proper training for the role. Commissioner Holt was concerned about three people being taken away from other duties. Attorney Johnston stated that funding would come from the Sheriff's Office and no additional County funds would be requested.

Attorney Johnston informed the Board that if they chose to move forward, a motion would be contingent on state and federal approval because of the gas vents at the existing landfill. Those are monitored by the State of North Carolina and because of the proximity of the shooting range to the gas vents, it would require state approval.

Commissioner Holt commented that promises were made to homeowners, and he didn't see where it's stated that once approved, the rules could be changed. Attorney Johnston stated that the Board could attach rules that the Sheriff's Office would have to abide by.

Vice Chair Rose spoke about decibel readings. He asked the Sheriff to perform decibel readings using the number of firearms that would be fired at one time which came in lower than the operations of the facility. He asked the County Manager to look at issue with other departments to come in to train and have a form agreement and liability arrangement. In May 2024, an incident occurred in the County that over \$1 million in personnel and equipment assisted Caswell County. He stressed that Caswell needed to be good neighbors to surrounding counties and facilities. He commented that the Board owes it to first responders to be the best they can be.

Commissioner Smith added that the MOU should include that decibels cannot exceed 65. Manager Whitaker responded that the plan is for an 18-foot berm and side berms for extra protection.

Attorney Johnston will need to make a modify the MOU regarding the 65 decibels. He added that the MOU currently includes language that only Caswell Sheriff employees can use the facility.

Vice Chair Rose asked the Sheriff his feelings about using outside agencies. Sheriff Durden commented that he wants to be friendly. Chairman Yarbrough asked if there was a problem with setting up the facility as only for use by Caswell, but if a request from neighboring county is received, the Board could revisit the request. Commissioner Holt spoke about the frequency of shooting. Sheriff Durden replied that the training would be two times a month with no Saturday, Sunday or holiday shooting. Commissioner Ingram commented that when you attend trainings, you are using someone else's facilities. He added that it is more than a shooting range, but also a training facility for law enforcement.

A motion was made by Vice Chair Rose and seconded by Commissioner Ingram to approve construction of the Training Facility and Firing Range Memorandum of Understanding contingent on State and Federal approval. The motion carried 5-2. (Claggett and Holt opposed).

Extension Agent Salary Increase Request

Manager Whitaker explained that an Extension employee has received her title promotion with NC State University and will be moved from an Associate Agent to an Extension Agent within the HR System at the college. She will be receiving an 8 percent State increase and requests the County to match the same percentage. The budget includes the increase in the Contingency Budget. It will cost the County \$4621.00. Vice Chair Rose clarified 8 percent with the State. It will be the same process if the State budget increases. The County increase does not affect State employees. The starting salary range starts at \$42,000-\$85,000 with a Masters degree. Her total salary will be in the \$70,000 range.

A motion was made by Commissioner Holt and seconded by Commissioner Claggett to approve the Extension Agent Salary Increase Request by 8 percent. The motion carried unanimously.

County Manager Updates:

Manager Whitaker stated that he had a surprise visit from OSHA last week. The visit revealed some safety shortcomings. Corrective actions have been taking place. He is awaiting a final report from OSHA and expects some fines. He submitted documents that addressed requests including safety programs and data sheets. The inspection focused on solid waste, EMS, Sheriff, and Emergency Management. Workers Comp liability rates are increasing significantly. Deputy Manager Williamson stated that staff received FY26 rates. She would like consensus for permission to sign the forms so the County will have insurance July 1. Rates went up \$5,741 compared to FY25. The Insurance is thru NCACC. She reached out and noticed it was an increase in law enforcement. The Rating factor was impacted by a bad loss year in 2023-24 where the County incurred \$733,000 in losses. The ratio is up by 15 percent. She will check to see what the next renewal will look like. There was a consensus to allow Ms Williamson to sign the forms.

Manager Whitaker stated that staff will be revisiting the Hunting and Wildlife Committee. The Board has been inactive. There will be a meeting July 8th to determine regularity. Department Heads are receiving training from Chatham County. NCACC also offers free training. The Manager will pursue every resource to make significant changes to safety program.

County Attorney Updates:

County Attorney Johnston reported on delinquent tax collection for 2024 taxes. Approximately 67 tax notices for delinquent tax properties have been received since April. Many of the parcels have been paid or are in payment plans. He shared a spreadsheet for the Board's records.

Commissioner Comments:

Commissioner Claggett commented that on Aug 21, 2023, the Deputy Treasurer over State and local government finances informed the Board that "the Finance Officer is required to prepare and report a financial condition to the board anytime it's asked for and I would strongly encourage you to set a schedule for that with your Finance Officer if you haven't already." Such a report has been requested by a member of the Board at least twice and has not happened. He added that he would like to see monthly or quarterly financial update in the agenda packet. He questioned whether Board consensus should be a part of the meeting minutes. He referenced minutes from the February meeting and emphasized having complete minutes posted on the website.

Commissioner Smith asked if most of the OSHA findings had been corrected. Manager Whitaker responded that everything that could be corrected in short order has been corrected. Staff has been very responsive. What has not been addressed, staff is getting quotes on. Staff is awaiting the report from the Compliance Officer. A hearing will occur with Department of Labor to address some of the findings and fines.

Chairman Yarbrough echoed Commissioner Claggett on the Financial Report. He shared announcements on upcoming events.

Closed Session:

Vice Chair Rose made a motion, seconded by Commissioner Ingram, to adjourn to Closed Session to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, 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); and to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives as provided under NCGS 143-318.11(a)(4). The motion carried unanimously.

Adjournment:

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

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

K. Scott Whitaker
Clerk to the Board

Tim Yarbrough
Board Chair

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

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

meeting date: July 7, 2025

topic: Public hearing re: Solid Waste Ordinance

attachment(s):

- Summary of Proposed Changes (provided by Solid Waste Director A.J. Fuqua)
- The Solid Waste Ordinance
- Disposal Fee Exemption Procedure (as an FYI)

fiscal impact: increased Solid Waste fee revenues per the adopted FY25–26 budget changes

staff comments or recommendation: Solid Waste fees were discussed at length during recent budget deliberations, particularly regarding Availability Fees. Significant changes are proposed and involve fee structure adjustments, multi-family properties, exemptions, the “good neighbor” provision, and requirements of contracted waste collectors. A public hearing was advertised 6/18 and 7/2. The Solid Waste Director will be on hand to answer Board questions.

suggested action or motion: If the Board is agreeable to the changes, the following motion would be appropriate:
“I move to approve the Solid Waste Ordinance revisions to Chapter 26 of the Caswell County, NC Code of Ordinances as presented.”

notes:

Summary of Proposed Changes *(provided by Solid Waste Director A.J. Fuqua)*

1. Fee Structure Adjustment:

- The current ordinance states that if a property has any trash service, the **Availability Fee** will be removed from the bill.
- Under the new structure, if a property has any trash service, the **Disposal Fee**—not the Availability Fee—will be removed from the bill.
- All customers, including businesses, will be required to pay the Availability Fee. Businesses that do not have other trash services will also be charged the Disposal Fee.

2. Multi-Family Properties:

- The Board agreed that multi-family properties will be charged **per unit**. For example, a building with four units will be charged **four Availability Fees**.
- If the property does not have an alternate trash service, it will also be charged the appropriate number of Disposal Fees.
- A trailer park will be charged **per lot**. If they do not have any other disposal services, they will be charged a **Disposal Fee per lot** as well.

3. Disposal Fee Exemption Review Process:

- The Solid Waste Department will be responsible for reviewing and approving requests for Disposal Fee exemptions, including properties deemed unlivable.

4. Good Neighbor Provision:

- Updates were made to clarify that certain qualifications under the **Good Neighbor** provision will now require **prior approval**.

5. Paid or Contracted Waste Collectors:

- This change will require private haulers operating within the county to **provide a list of customers** to the county before the billing process.
- This will simplify the process for both the county and the citizens by ensuring accurate billing.

Sec. 26-1. Purpose and statutory authority. The purpose of this chapter is to promote the public safety, health and welfare of the citizens of the county and regulate the storage, collection, transportation and disposal of solid waste in the county. This chapter is adopted pursuant to the authority contained in North Carolina Solid Waste Management Rules (15A NCAC ch. 13B), G.S. 130A-290-130A-310.80, 153A-136 Regulation of Solid Waste and 153A-121 General Ordinance Making Power.

(Ord. No. 28(1), § 1, 8-21-2017; Ord. No. 28(2), § 1, 3-19-2018)

Sec. 26-2. Applicability. On and after October 1, 2017, unless otherwise indicated, this chapter shall govern and is applicable to both public and private facilities located within the boundaries of the county as well as municipalities located within the county. It shall be unlawful to dispose of any waste stream in a manner inconsistent with this chapter.

(Ord. No. 28(1), § 2, 8-21-2017; Ord. No. 28(2), § 2, 3-19-2018)

Sec. 26-3. Other provisions. It shall be the responsibility of any person attempting to utilize any solid waste facility in the county, (upon request) to supply adequate proof that they are a county resident and are legally entitled to utilize that facility.

(Ord. No. 28(1), § 5, 8-21-2017; Ord. No. 28(2), § 5, 3-19-2018)

Sec. 26-4. Requirements for utilization of facilities. Only private citizens are entitled to use the convenience sites for the disposal of the household trash generated at their residence. All other generators of waste must utilize the Yanceyville Convenience Center and pay the appropriate fee required to cover disposal cost. Private citizens must also utilize the Yanceyville Convenience Center, and pay a tipping fee, for those waste streams not covered by the availability fee.

(Ord. No. 28(1), § 6, 8-21-2017; Ord. No. 28(2), § 6, 3-19-2018)

Sec. 26-5. Household garbage. Household garbage is the waste generated through the activities that occur from the daily operations of a private residence. This does not include any waste generated through repairs, remodeling or renovations of buildings or grounds.

Sec. 26-6. Definitions. The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Collections means the act of moving solid waste from the point of generation to a processing or disposal facility.

Commercial solid waste means solid waste generated by stores, offices, restaurants, or any other non-manufacturing activity.

Construction and demolition waste means waste resulting from construction, remodeling, repair or demolition of buildings or grounds.

County solid waste facility means any county-owned and operated collection or disposal facility to include, but not limited to, the Yanceyville Convenience Center or convenience sites.

Habitable household means suitable and fit for a person to live in, free of defects that endanger the health and safety of occupants (power, water and septic are requirements).

Hazardous waste means any waste stream, that because of its quantity, concentration or physical, chemical or infectious characteristics, poses a hazard to human health or the environment.

Industrial solid waste means waste generated by industrial processing or manufacturing.

Institutional solid waste means waste generated by educational, health care, correctional or other institutional facilities.

Land clearing debris means waste generated solely from land clearing activities. (Can also result from storm or other weather related activities.)

Landfill means a disposal facility where waste is buried in a sanitary manner. Currently operated for land clearing debris only.

Licensed waste hauler means an individual or company permitted and approved (by the county) to collect waste.

Putrescence means waste capable of being decomposed by micro-organisms at sufficient rapidity to cause nuisance and offensive odors and gases.

Recycling means the process by which waste and other materials are reclaimed and returned to use.

Refuse means waste other than putrescence.

Scrap tire means a tire that is no longer suitable for its original purpose or one deemed by its owner ready for disposal.

White goods means inoperative and discarded household or commercial appliances.

Yanceyville Convenience Center means a site at which waste is concentrated for transport to a processing or disposal facility.

Yard trash means waste consisting solely of vegetative matter resulting from landscaping or yard maintenance.

(Ord. No. 28(1), § 8, 8-21-2017; Ord. No. 28(2), § 8, 3-19-2018)

Sec. 26-7. Approved disposal methods and enforcement.

- (a) No person or organization shall dispose of waste, white goods, tires, refuse, scrap, or furniture in the county except by depositing same in approved designated containers during business hours at:
 - (1) An official county Yanceyville Convenience Center;
 - (2) An official county collection site;
 - (3) A county-approved landfill for land clearing debris only;
 - (4) The land of the person disposing in accordance with state, federal and county laws in such a manner that it will remain on that persons land;
 - (5) A state approved facility in accordance with state law.
- (b) It shall be unlawful for any person to dispose, throw, dump or cause to be disposed any garbage, paper, refuse, rubbish, waste, litter, junk, white goods, appliances, furniture,

equipment, cans, bottles, lumber, building material, trees, tree limbs, brush, or other forms of solid waste anywhere and in any manner other as defined in subsection (a) of this section.

(c) Every county resident shall be responsible for ensuring that the solid waste generated by their home or business is properly disposed of as set out in subsection (a) of this section. If any garbage, refuse, rubbish, waste, litter, junk, white goods, appliances, furniture, equipment, cans, bottles, paper, lumber, building material, trees, tree limbs, brush, or other forms of solid waste can be identified as having last belonged to, been in the possession of, sent to or received by, or has been the property of any person or organization prior to being disposed of, such identification shall be presumed to be prima facie evidence that such person or organization disposed of such solid waste in violation of this chapter.

(d) Any violation of this chapter shall subject the violator to the civil penalties set out herein. In addition to or in lieu of the civil penalties described herein, violations of this chapter may be prosecuted as misdemeanors in accordance with the North Carolina General Statutes punishable by a fine of not more than \$500.00 and imprisonment of not more than 30 days. Each day a violation occurs or continues shall be a separate offense.

(Ord. No. 28(1), § 10, 8-21-2017; Ord. No. 28(2), § 10, 3-19-2018)

Sec. 26-8. Prohibited disposal methods. It is unlawful to dispose of waste in the county except by the approved methods set forth in this chapter. Each citizen is responsible to ensure that the waste that they generate is disposed of in a manner consistent with section 26-7. This chapter presumes that each person is responsible for the waste they generate from cradle to grave. The only exception is if their waste is proven to have been in the possession of another person prior to its being dumped. It then must be verified that they had no knowledge of the waste being illegally dumped.

(Ord. No. 28(1), § 11, 8-21-2017; Ord. No. 28(2), § 11, 3-19-2018)

Sec. 26-9. Commercial, industrial, and institutional waste. Commercial, industrial and institutional waste shall be delivered to the Yanceyville Convenience Center and assessed a per-ton tipping fee to cover disposal expenses. Per-ton tipping fees shall be set and approved each year through the budget ordinance.

(Ord. No. 28(1), § 12, 8-21-2017; Ord. No. 28(2), § 12, 3-19-2018)

Sec. 26-10. Paid or contracted waste collectors. All residential haulers shall be licensed annually. The license will be issued by the state. All vehicles used for transportation and collection shall be inspected prior to the license being issued. This inspection ensures that the vehicle is roadworthy, leak-proof and is equipped with an adequate tarping mechanism. It shall be the responsibility of the driver to ensure that the load is secured properly and no spillage occurs. **All private haulers must provide a list of their current customers for curbside and front-load service to the solid waste department by June 1 of each year.**

All collectors and equipment must conform and be in compliance with the requirements of G.S. 153A-121 et seq., 153A-274 et seq., and 153A-136.

(Ord. No. 28(1), § 13, 8-21-2017; Ord. No. 28(2), § 13, 3-19-2018)

Sec. 26-11. Contract collections. Any waste collected by paid haulers or collected for any type of compensation shall be delivered to the Yanceyville Convenience Center and assessed a tipping fee to cover disposal cost.

(Ord. No. 28(1), § 14, 8-21-2017; Ord. No. 28(2), § 14, 3-19-2018)

Sec. 26-17. Trash containment.

It is unlawful to allow unsecured trash, waste or refuse to accumulate on private property. It is the responsibility of the property owner to make available the necessary containers to facilitate the containment of all waste streams and recyclable materials. Windblown waste will be constructed as a deliberate act of littering. When transporting household waste to a convenience site there should be a covering over the household waste.

(Ord. No. 28(1), § 21, 8-21-2017; Ord. No. 28(2), § 21, 3-19-2018)

Sec. 26-18. Operational policies. The following operational policies shall apply to all county-owned and -operated solid waste facilities unless otherwise stated in this chapter:

- (1) Burning or smoldering materials are prohibited.
- (2) Vehicles shall observe all speed limit and directional signs.
- (3) Children under 12 years of age should remain in vehicles.
- (4) Waste generated outside of the county is not allowed at the convenience sites.
- (5) Loitering is prohibited.
- (6) Salvaging and scavenging is prohibited.
- (7) Persons delivering waste shall upon request disclose full nature, content and source of all materials delivered.
- (8) Persons disposing of unacceptable waste shall be required to remove those materials and any cost incurred by the county shall be recovered from the person disposing and the person generating the waste.
- (9) All waste delivered shall be disposed of in appropriate containers.
- (10) Hazardous, radioactive and medical waste is prohibited.
- (11) Commercial, industrial and institutional waste is prohibited at the convenience sites.
- (12) White goods are accepted only at the Yanceyville Convenience Center, due to size and handling requirements.
- (13) Scrap tires, including large truck and tractor tires are accepted only at the Yanceyville Convenience Center, due to size and handling requirements.
- (14) Scrap batteries are only accepted at the Yanceyville Convenience Center.

- (15) Construction debris will only be accepted at the Yanceyville Convenience Center. Construction debris will be assessed a tipping fee at the Yanceyville Convenience Center.
- (16) No roofing materials will be accepted at the convenience sites. They must be delivered to the Yanceyville Convenience Center and will be assessed a tipping fee to cover disposal cost.
- (17) Asbestos is prohibited.
- (18) Any waste collected for compensation is prohibited at the convenience sites. It must be delivered to the Yanceyville Convenience Center and will be assessed a tipping fee to cover disposal cost.
- (19) Waste not properly covered or secured can be refused when delivered.
- (20) Large quantities of household waste may be delivered to the Yanceyville Convenience Center and can be assessed a tipping fee.
- (21) No one shall bring firearms or explosives into any solid waste facility.
- (22) Sewage, human waste or animal waste is prohibited.
- (23) Liquid waste is prohibited. Used motor oil is accepted at the Yanceyville Convenience Center.
- (24) Animal carcasses up to 125 pounds shall be delivered to the Yanceyville Convenience Center for proper disposal. For carcasses in excess of 125 pounds, contact the Yanceyville Convenience Center for disposal methods.
- (25) Any waste not accepted at the convenience sites may be assessed a tipping fee when delivered to the Yanceyville Convenience Center.

(Ord. No. 28(1), § 22, 8-21-2017; Ord. No. 28(2), § 22, 3-19-2018)

Sec. 26-19. Fees.

- (a) The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Availability Fee means the fee charged to all habitable households and businesses annually, allowing them to dispose of their household garbage.

Tipping Fee means the fee charged to those who do not pay the availability fee, and for those waste streams that the availability fee does not cover. This fee is assessed per visit/per ton at the Yanceyville Convenience Center.

Disposal Fee means the fee charged to dispose of bagged household or commercial garbage (MSW) at a county convenience site.

The full cost of operating the solid waste department shall be recovered through fees. Fees shall be set and approved each year through the annual Budget Ordinance. Fees will be assessed by and payable to the County tax department. Assessed fees are for the period of one year. There are no pro rata charges or exclusions.

- (b) All habitable households and businesses in the county, including municipalities, shall pay an annual Availability Fee and Disposal Fee set by the Caswell County Board of Commissioners of the county during the annual budget process and through the budget ordinance to the county

for availability of solid waste services and facilities, unless one of the enumerated exemptions provided by this chapter ~~apply~~ **applies**.

- (c) **Multi-family buildings and trailer parks will be charged the Availability Fee and Disposal Fee per unit or lot.**

(Ord. No. 28(1), § 23, 8-21-2017; Ord. No. 28(2), § 23, 3-19-2018)

Sec. 26-20. Exemptions. Residents, businesses, apartment complexes, and mobile home parks that meet the criteria outlined below shall be exempt **from the disposal fee if they:**

- (1) Have solid waste disposal contracts in effect and present proof of said contract to the county ~~tax~~ **Solid Waste Department, subject to the approval of the Solid Waste Director**. Those residents, businesses, apartment complexes and mobile home parks which have solid waste disposal contracts in effect and continue to use county-provided disposal methods will be assessed ~~an a~~ **Availability Disposal** Fee and/or Tipping Fee.
- (2) ~~Residences~~ **Are** deemed not habitable by the County Building Inspector, Tax Department, ~~Solid Waste Department~~, Environmental Health Department, or County Planner.

The exemption must be approved by the Solid Waste Director. Also, parties will follow the "Disposal Fee Exemption Procedure" as provided by the Solid Waste Department.

(Ord. No. 28(1), § 24, 8-21-2017; Ord. No. 28(2), § 24, 3-19-2018)

Sec. 26-21. Enforcement. The enforcement of this chapter is the responsibility of all agencies having duties in public health and safety, waste enforcement, law enforcement and solid waste disposal.

(Ord. No. 28(1), § 25, 8-21-2017; Ord. No. 28(2), § 25, 3-19-2018)

Sec. 26-22. Good neighbor provision. The tipping fee may be waived by facility attendants for the following reasons:

- (1) A citizen who cleans up illegally dumped waste **at the Solid Waste Director's discretion**.
- (2) Waste cleaned up by the **NC** Department of Transportation **(NCDOT)**.
- (3) Waste from the churches, or other civic organizations (construction and renovation projects will be assessed a tipping fee).
- (4) **Major** storm debris ~~(when approved by the Board of Commissioners)~~ **at the Solid Waste Director's discretion**.
- (5) Waste cleaned up during litter-sweep or other such programs **at the Solid Waste Director's discretion**.
- (6) Waste cleaned up by community service workers **at the Solid Waste Director's discretion**.
- (7) Waste generated by departments of the county.
- (8) When it serves the interests of the county (must be approved by the solid waste director). (Ord. No. 28(1), § 28, 8-21-2017; Ord. No. 28(2), § 28, 3-19-2018)

As an FYI, following is a supporting internal procedure (not part of the Solid Waste Ordinance changes).

Disposal Fee Exemption Procedure

The Solid Waste Department will request a list of all accounts from private haulers serving Caswell County residents and businesses by **June 1**. A similar request will also be made to the municipalities for a list of customers being charged a solid waste fee. These lists will be compiled into an Excel spreadsheet and submitted to the Tax Department by **July 5**. All accounts listed will have the disposal fee removed from their tax bill. A list will also be provided to the Tax Department for multi-family buildings and trailer parks to be charged per lot or unit.

Any resident or business charged a disposal fee who has private solid waste service may request an exemption by submitting a copy of their service contract or a recent bill to the Solid Waste Director. Submissions can be made via email, mail, or in person at the landfill or tax office during regular business hours. A request form must be completed and accompanied by a copy of the service bill or contract. The landfill and tax office will forward the completed form and supporting documents to the Solid Waste Director for final approval.

Upon approval, the Solid Waste Director will notify the Tax Department by email to remove the disposal fee from the account. This process will be completed within **three (3) business days**, when possible, following receipt of the request. If the Solid Waste Director is unavailable for an extended period, the County Manager or Deputy County Manager may approve the request.

Additional Guidelines:

- Roadside collection service qualifies for **only one household or business per contract**.
 - Front-load or open-top container service may cover **all residents or businesses located on the same property (parcel)**.
 - At any time that you do not have active solid waste service, you **will be assessed the disposal fee**. You may be subject to verification by an on-site inspector or required to provide an updated service contract or recent bill upon request.
-

Non-Habitable Properties:

- A **non-habitable residence** is a home that is not livable and has remained in that condition for at least **six (6) months**.
- A **non-operational business** is one that has ceased operations for a minimum of **six (6) months**.

If a home or business remains unoccupied or inactive for more than **18 months**, the **availability fee** may also be removed from the tax bill.

Important: If any previously exempt property becomes occupied or operational again, the **disposal fee and availability fee**, if removed, will be **reinstated** on the tax bill.

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



AGENDA ITEM 8

COVER SHEET

Caswell County Board of Commissioners

meeting date: July 7, 2025

topic: Dept. of Juvenile Justice probation lease (339 Wall St., rooms 405 {#20} and 406 {#19})

attachment(s):

- lease proposal
- facility diagram at Caswell DJJ Office
- draft lease

fiscal impact: These expenses are included in the adopted budget, and there is no additional expense associated with approval of the leases.

staff comments or recommendation: NCGS § 15-209 requires that counties provide office space for NC probation officers, a state function. According to the State Property Office that oversees the probation leases, all NC counties provide the space, utilities, janitorial services, and water/sewer free of charge.

Currently, the county provides two offices for probation at 339 Wall Street (Guilford Mills location). These pending leases would be for 3 years each and would begin 8/1/25. The lease is a continuation.

suggested action or motion: "I move to approve the DJJ probation leases at 339 Wall Street, rooms 405 and 406, as provided in the referenced proposal and memorialized in the lease agreements, and in keeping with directives set forth in NCGS § 15-209."

notes:

THE STATE OF NORTH CAROLINA SHALL NOT BE RESPONSIBLE FOR ANY EXPENSES INCURRED BY THE PROPOSER IN THE PREPARATION OF THIS PROPOSAL. THE STATE RESERVES THE RIGHT TO REJECT ANY PROPOSAL FOR ANY REASON IT DEEMS WARRANTED.

NON-ADVERTISED LEASE PROPOSAL.

PROPOSAL TO LEASE TO THE STATE OF NORTH CAROLINA NON-ADVERTISED- PO-28

1. NAME OF LESSOR: **Caswell County**
County Manager: Scott Whitaker

2. LESSOR'S AGENT:

INDICATE EACH LESSOR'S BUSINESS CLASSIFICATION AS APPLICABLE: A. PROPRIETORSHIP B. PARTNERSHIP
C. CORPORATION D. GOVERNMENTAL X E. NON-PROFIT F. *** (HUB) HISTORICALLY UNDERUTILIZED BUSINESSES G. OTHER: TAX I.D. #

MAILING ADDRESS: **144 Court Square**

MAILING ADDRESS:

CITY: **Yanceyville** ZIP: **27379**

CITY: ZIP:

PHONE#: **336-694-4193 Ext. 1202** CELL#:

PHONE#: CELL#:

E-MAIL **swhitaker@caswellcountync.gov**

E-MAIL:

3. SPACE LOCATION:(including building name, floors involved & suite or room numbers unless entire floor)

Rooms 405 (#20) and 406 (#19)

STREET ADDRESS CITY COUNTY ZIP CODE

339 Wall Street Yanceyville Caswell 27379

4. ATTACH FLOOR PLAN TO SCALE SHOWING THE SIZE AND LAYOUT OF SPACE OFFERED)

5. GROSS SQUARE FOOTAGE BEFORE NET A. OFFICE B. WAREHOUSE C. OTHER
USAGE COMPUTED

6. All proposals must be submitted on the basis of net square footage as defined on reverse side of this sheet and in the State Specifications (form PO-27 if applicable)

A. DESIRED PROPOSAL

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITOR. SERVICES	WATER / SEWER	REQUIRED PARKING SPACES
OFFICE	300	\$1.00		YES	YES	YES	<u> </u> clientele
WAREHOUSE							<u> </u> state car
OTHER							
TOTALS	300	\$1.00	XXXX	XXXX			XXXX

Lessor will provide () employee parking spaces in above proposal at no additional charge to the State.

Comments: **Parking as available.**

ERRORS BY PROPOSERS IN CALCULATING NET SQUARE FOOTAGE WILL REDUCE THE ANNUAL RENTAL WITHOUT CHANGING THE PROPOSED RATE PER SQUARE FOOT IN THE PROPOSAL (see NOTE on page #2)

B. OPTIONAL ALTERNATE PROPOSAL NO. 1

(FOR PROPOSALS NOT INCLUDING UTILITIES AND/OR JANITORIAL SERVICES)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES YES/NO	JANITORIAL SERVICES YES/NO	WATER/SEWER YES/NO
OFFICE						
WAREHOUSE						
OTHER						
TOTALS			XXXX	XXXX	XXXX	

Lessor will provide () clientele parking spaces, () employee parking spaces and () state vehicle parking spaces

Comments:

7. LEASE TERM: **3 YEARS 0** BEGINNING DATE: **August 1, 2025**

8. RENEWAL OPTIONS, IF ANY: TERMS AND CONDITIONS: **None.**

NOTE: RATES THAT INCLUDE INDETERMINABLE PERCENTAGE INCREASES, SUCH AS UNCAPPED CPI INCREASES ETC., ARE NOT ACCEPTABLE DURING EITHER THE INITIAL TERM OR ANY RENEWAL PERIOD(S)

The State of North Carolina supports the use of products and materials having recycled content in renovation and construction. The proposed building must have facilities for handling materials to be recycled such as plastics, aluminum, wastepaper and cardboard.

THE PROPOSED BUILDING MUST BE COMPLETELY FREE OF ANY HAZARDOUS ASBESTOS OR HAZARDOUS LEAD PAINT THROUGHOUT THE STATE'S TENANCY.

Is the proposed building free of hazardous asbestos?

YES

NO

Is the proposed building free of hazardous lead paint?

YES

NO

DEPARTMENT:

DIVISION:

CITY:

SQUARE FEET: AGENT:

DATE:

LESSOR:		
9. ADDITIONAL INFORMATION		041
10. Is Property To Be Leased Within An Area Designated By Fema To Be In A Flood Prone Area (100 Year, 500 Year)? If So, Please Provide Details Below		
11. Does this space comply with local and State Building safety and zoning codes specifically including OSHA provisions for the handicapped and applicable sections of the State Building Code Volumes I-V?		
YES	NO	PARTIALLY
EXPLAIN IF OTHER THAN "YES" IS CHECKED ABOVE:		
12. This proposal is made in compliance with the specifications furnished by <u>NCDPS</u> I realize that the State reserves the right to reject this proposal for any reason it deems warranted. This proposal is good until <u>12/1/2025</u> I ACKNOWLEDGE AND FURTHER AFFIRM THAT I am aware of and familiar with the Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et seq.) and if the above firm is awarded the contract, it will comply with the provisions of said Act.		
I am aware that annual per square foot rental rate(s) which include indeterminable percentage increase(s) such as uncapped Consumer Price Index increases etc., are not acceptable during either the initial term or any renewal period(s):		
<i>(HUB) HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) CONSIST OF MINORITY, WOMEN AND DISABLED BUSINESS FIRMS THAT ARE AT LEAST FIFTY-ONE PERCENT OWNED AND OPERATED BY AN INDIVIDUAL(S) OF THE AFOREMENTIONED CATEGORIES. ALSO INCLUDED IN THIS CATEGORY ARE DISABLED BUSINESS ENTERPRISES AND NON-PROFIT WORK CENTERS FOR THE BLIND AND SEVERELY DISABLED.</i>		
N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this proposal, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.		
Printed Name of Lessor		
Signature of Lessor		Date
ELECTRONIC DELIVERY INSTRUCTIONS		
NON-ADVERTISED PROPOSAL:		
Questions should be directed to your NC agency contact or to NC State Property Office at: 984-236-0270		
NOTE: Net square footage is a term meaning the area to be leased for occupancy by State Personnel and/or equipment. To determine net square footage:		
1. Compute the inside area of the space by measuring from the normal inside finish of exterior walls or the roomside finish of fixed corridor and shaft walls, or the center of tenant separating partitions. 2. Deduct from the Inside area the following: <ul style="list-style-type: none"> *a. Toilets and lounges *b. Entrance and elevator lobbies *c. Corridors d. Stairwells e. Elevators and escalator shafts f. Building equipment and service areas g. Stacks, shafts, and <u>interior columns</u> h. Other space not usable for State purposes 		
*Deduct if space is not for exclusive use by the State. <u>Multiple State leases require a, b, and c to be deducted.</u> The State Property Office may make adjustments for areas deemed excessive for State use.		
DEPARTMENT		DIVISION:
CITY:	SQUARE FEET: AGENT:	
DATE:		
FORM (PO-28-NA) (2022) Page 2		

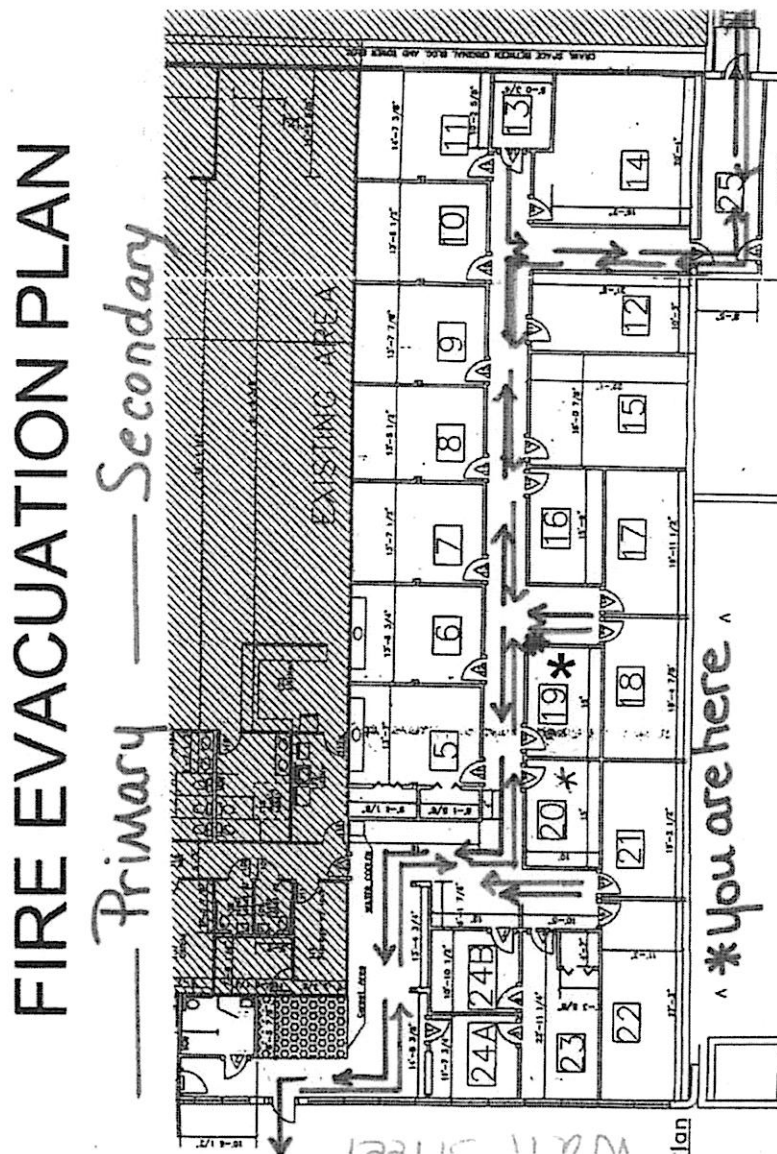


Department of Public Safety
 Division of Juvenile Justice
 Caswell, Franklin, Granville, Person, Vance, and Warren Counties

Facility Diagram Emergency Preparedness Plan

Revised: _____

Caswell DJJ Office located at 339 Wall Street Rooms 405 (#20) and 406 (#19),
 Yanceyville, NC



**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED
BY THE NORTH CAROLINA DEPARTMENT OF ADMINISTRATION**

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF CASWELL

THIS LEASE AGREEMENT, made and entered into this the _____ day of _____, 2025, by and between, **Caswell County**, hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

WITNESSETH:

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and as amended on September 8, 1999 and December 7th, 1999, and December 6th, 2020; and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 18th day of January, 2017, and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **Town of Yanceyville, County of Caswell**, North Carolina, more particularly described as follows:

Being ±300 net square feet of office space located at 339 Wall Street, Yanceyville, Caswell County, North Carolina (the "Premises").

**(DEPARTMENT OF PUBLIC SAFETY- Division of Juvenile Justice and
Delinquency Prevention)**

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of three years commencing on the 1st day of August 2025 (the "Commencement Date"), or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the 31st day of July 2028.

2. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of **\$1.00** Dollar per annum, said rental to be payable within fifteen (15) days from receipt of invoice.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold-water facilities, and adequate toilet facilities.
- B. Janitorial services and supplies including maintenance of lawns, parking areas, common areas and disposal of trash.
- C. All utilities except Telecommunications.
- D. Water and Sewer.
- E. Parking as available.
- F. The lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.
- G. All other terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form PO-28 and "Specifications for Non-Advertised Lease".

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or to restore any portion of the premises altered by it. In the event Lessee elects to remove his

improvement or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, and or partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, during such period of repair if the County cannot provide suitable office space the Lessee (with concurrence of the County) shall have the right to obtain similar office space by lease at the expense of the Lessee with reimbursement from the County.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **Caswell County Government, County Manager, 144 Court Square, Yanceyville, North Carolina 27379**, and the Lessee at **North Carolina Department of Public Safety, Purchasing & Logistics, 3040 Hammond Business Place Suite 111, Raleigh, North Carolina 27603**, with a copy to **State Property Office**,

Attn: Leasing Manager, 1321 Mail Service Center, Raleigh, North Carolina 27699-1321. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

[Remainder of the page intentionally left blank, signatures on following pages]

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

LESSOR:

COUNTY OF CASWELL

By: _____(SEAL)

Printed Name: _____

Title: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in the County of _____ and for State aforesaid, do hereby certify that _____, personally came before me this day to acknowledge the due execution of the foregoing instrument of purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the _____ day of _____, 2025.

Notary Public: _____

Printed Name: _____

My Commission expires _____

LESSEE:

STATE OF NORTH CAROLINA

By: _____(SEAL)
 Tymica Dunn
 Director of Purchasing & Logistics

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that Tymica Dunn, personally appeared before me this date and acknowledged the due execution by her of the foregoing instrument as Director of Purchasing & Logistics of the Department of Public Safety of the State of North Carolina, for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the _____ day of _____, 2025.

Notary Public: _____

Printed Name: _____

My Commission expires _____

SPECIFICATIONS FOR NON-ADVERTISED LEASE

1. This facility must provide environment that is barrier free and easily accessible to physically disabled staff, visitors, and clientele. Compliance with the State Building Code and the Americans with Disabilities Act is required. Toilet facilities shall be ADA accessible and code compliant.
2. Air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year-round ventilation shall be provided to prevent stale air problems and unacceptable CO2 content. Waiting areas, LAN room and conference room(s) may require additional HVAC.
3. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.
4. The Lessor shall provide required fire extinguishers and servicing, pest control (by a licensed technician). Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.
5. Lessor shall provide internal and external signs that will provide easy identification of the office by the general public.
6. Locking hardware is required on all storage rooms, equipment rooms, files rooms and LAN room. Supply storage closets require shelving.
7. Lessor shall be responsible for snow and debris removal as quickly as possible to avoid work delays.
8. The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but it not limited to: all partitions, demolition, and up fitting costs: building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; stormwater fees; land transfer tax; common area maintenance and other building operational costs.
9. The number of keys to be provided to the State for each lockset shall be reasonably determined by the State prior to occupancy, at no cost to the State.
10. All parking areas shall be adequately lighted and located within a reasonable distance of the office.
11. Lessor shall provide all conduits and pull strings from above the ceiling to outlet boxes. State to install wiring and cover plates.
12. Lessor is responsible for providing all cleaning supplies and paper and soap products for kitchen and bathrooms regardless of who contracts for janitorial services.

Lessor is in agreement with the above conditions and the conditions of the also signed "proposal to Lease to the State of North Carolina" Form PO-28.

Signature of the Lessor

Date

Print Name of the Lessor

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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: July 7, 2025

topic: NCACC Annual Conference voting delegates

attachment(s): (none)

fiscal impact: (none)

staff comments or recommendation: One voting delegate and one alternate need to be selected to represent the County at the upcoming NCACC Annual Conference in August. The only Commissioners planning to attend are Tony Smith and Greg Ingram. The selections must be made by Wednesday, 8/20, by close of business. Each county is entitled to one vote on items that come before the membership, including the election of the NCACC Second Vice President. From the NCACC:

NCACC Constitution, Article VI: *"On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its County Commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the Board of County Commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues."*

suggested action or motion: (none)

notes:

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

**AGENDA ITEM 10****COVER SHEET**Caswell County Board of Commissioners

meeting date: July 7, 2025

topic: Support letter for Milton's SEID grant for water improvements

attachment(s): draft support letter

fiscal impact: (none)

staff comments or recommendation: The Town of Milton in partnership with the Piedmont Triad Regional Council is preparing a full application toward the Southeast Crescent Regional Commission (SERC) Strengthening Economic Infrastructure and Development (SEID) grant. Milton is applying for much needed funds to install a secondary well, pump house, and upgrades to existing water lines. Milton and PTRC would appreciate a letter of support. The County Manager drafted the attached letter for Board consideration.

suggested action or motion: "I move to approve the drafted letter in support of the Town of Milton's water improvements and SEID grant application."

notes:


Caswell County Board of Commissioners

144 Court Square, Yanceyville, NC 27379

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

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

July 7, 2025

 Caswell County
 144 Court Square
 Yanceyville, NC 27379

re: support of Town of Milton SEID grant

Southeast Crescent Regional Commission Review Team,

Caswell County recently learned of the Town of Milton's efforts to improve its water infrastructure and supports Milton's application for a Southeast Crescent Regional Commission (SERC) Strengthening Economic Infrastructure and Development (SEID) grant. Specifically, this concerns the **Reviving Milton: Essential Water Infrastructure for Community Resilience Project** proposed by Milton and the Piedmont Triad Regional Council (PTRC).

Caswell County has but two municipalities—Yanceyville and Milton. Milton's project involves installing a secondary well, pump house, and upgrades to existing water lines that are outdated. The County believes these water infrastructure improvements are both worthwhile for Milton's residents and businesses and the upgrades also support the County's current economic development efforts by better positioning Caswell in terms of overall infrastructure in the northeast portion of Caswell. As a largely residential, Tier One North Carolina county, Caswell is investing more into economic development and working regionally, and the County will be working on a new land use plan—this work is expected to begin Fall 2025.

The County is excited to support the Town of Milton's "Essential Water Infrastructure for Community Resilience Project" grant application. If awarded, the County can help promote the water improvements project and its area benefits. Completion of this project would provide a secondary water source, fulfill Milton's State requirements, and help preserve its economy. Thank you for the consideration of this important application.

Sincerely,

 K. Scott Whitaker
 County Manager

 Tim Yarbrough
 Chair, Board of County Commissioners

Cc: Angela Daniel-Upchurch (Mayor of Milton, NC)



AGENDA ITEM 11

COVER SHEET

Caswell County Board of Commissioners

meeting date: July 7, 2025

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

attachment(s):

- project summary
- proposed map of landfill road

fiscal impact: (not yet determined)

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

This road would afford some benefits. It would allow landfill staff to access and monitor both sides of the pipeline corridor, which traverses county-owned land, helping to prevent unauthorized access. The road would serve as a secondary firebreak, helping protect neighboring properties in the event of a brush fire by containing the spread within county-owned land. It would provide an additional access point to the compactor and closed areas of the landfill, which could be critical in the event of an emergency. On the other hand, it will also necessitates additional gates and improvements and will involve some construction inconvenience.

Enbridge has proposed a one-time payment for both the temporary and permanent access easements. Negotiations will be forthcoming and more information provided at a future meeting.

suggested action or motion: (none)

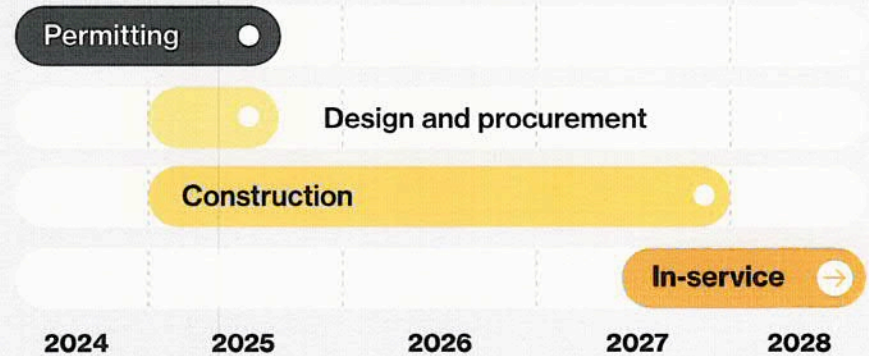
notes:

T15 Reliability Project

Project summary

To meet the demand for natural gas and continue compliance with regulations, Enbridge Gas has proposed to build a new, state-of-the-art compressor station in Ruffin, and a new 45-mile pipeline (along previously existing rights of way) from Eden to Roxboro. Construction could begin as early as the third quarter of 2025.

Proposed timeline



Safety

Our system is monitored 24 hours a day, 7 days a week, using sophisticated computer and telecommunications equipment at gas system control centers.



Reliability

Natural gas ensures reliable energy for over 400,000 Enbridge Gas customers during the coldest days.



Experience

Enbridge Gas operates thousands of miles of pipelines in North Carolina and has a proven safety track record.

Why are you building this pipeline?

The T15 Reliability project will ensure continued compliance with safety regulations and reliably meet demand for natural gas. The project was planned before generation needs were proposed, but the diameter size of the pipeline has increased to accommodate the demand for natural gas in the region.

How safe are these projects?

From construction through operations, safety is our top priority. Enbridge Gas maintains construction and operating policies and procedures that adhere to state and federal safety requirements, which provide specific directions in inspection, testing, operation,

preventive maintenance, repair and vigilant patrols of facilities. Local Enbridge Gas employees will operate and maintain the pipeline once it is in service.

What about the environmental impacts?

Enbridge Gas is committed to being a good steward of the environment and following all permit specifications. Enbridge Gas is paralleling the new pipeline on existing right of way, which will help reduce potential environmental impacts.

Where would the compression station be located?

Enbridge Gas owns and operates a compressor station in Ruffin and will build a new one close by.



Visit enbridgegas.com/enbridgegas.com/nc-t15project to learn more.

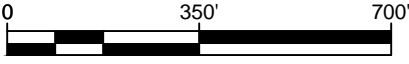
Para español:
919-819-1325



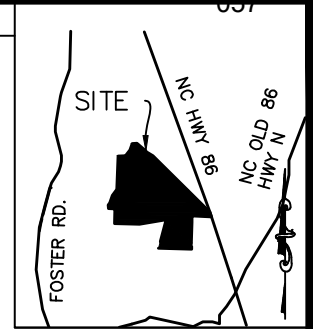
AREA TABLE		
EASEMENT TYPE	ACRES	SQ.FT.
ACCESS ROAD EASEMENT	2.055	89,530
TCE 1	1.948	84,855
TCE 2	0.166	7,248
TCE 3	0.045	1,962
TCE 4	0.045	1,958
TCE 5	0.045	1,947
TCE TOTAL	2.249	97,970

EXHIBIT A

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

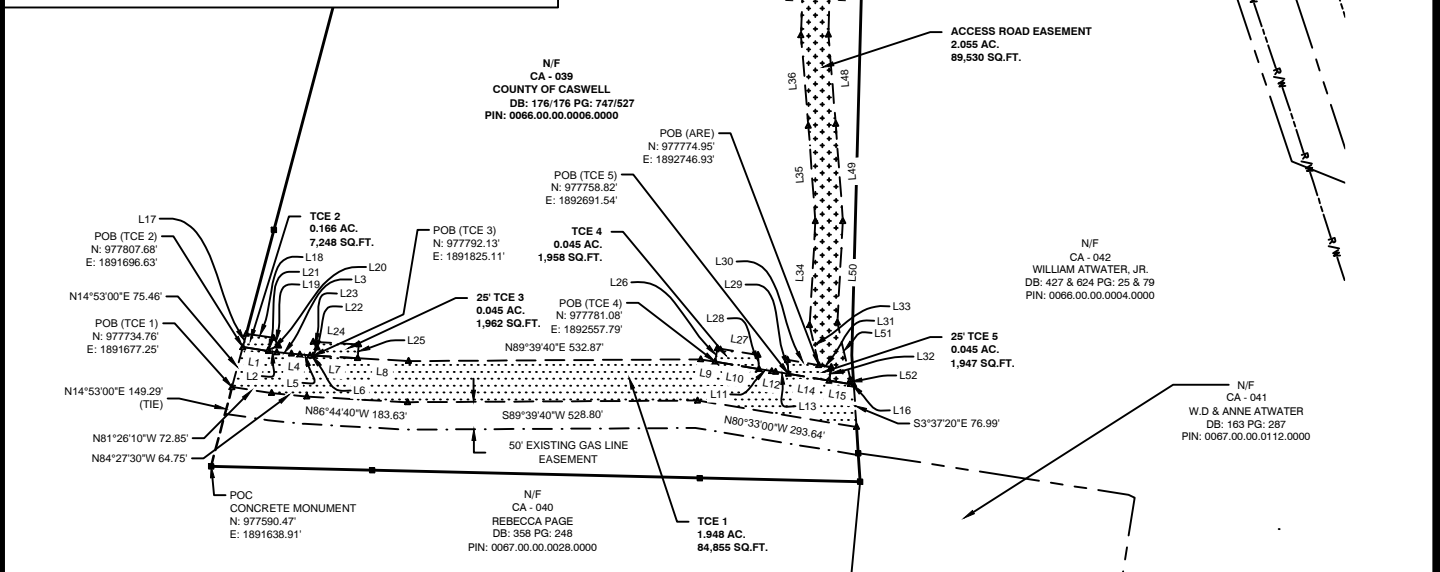


GRAPHIC SCALE



LOCATION MAP
NOT TO SCALE

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

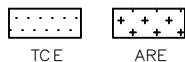


LEGEND

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

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

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



NOTES

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



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

REVISION 3

ENBRIDGE GAS NORTH CAROLINA EASEMENT EXHIBIT

EASEMENT ACROSS THE LAND OF
COUNTY OF CASWELL

0 LANDFILL RD.
YANCEYVILLE, CASWELL COUNTY, NC 27379

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

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



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

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



AGENDA ITEM 12

COVER SHEET

Caswell County Board of Commissioners

meeting date: July 7, 2025

topic: Sheriff's Office training facility and firing range—MOU changes

attachment(s):

- approved MOU
- approved Addendum to MOU
- approved Acknowledgement of Risk, Release and Indemnity Agreement
- Sheriff's Office requested MOU
- Sheriff's Office requested Policy & Procedure

fiscal impact: (none)

staff comments or recommendation: At the 6/16/25 Board meeting, the decision was to "approve construction of the Training Facility and Firing Range Memorandum of Understanding contingent on State and Federal approval." Since that decision, the Sheriff's Office has requested changes as outlined in the requested MOU and Policy & Procedure documents, and the Office would prefer to forego the approved Acknowledgement of Risk, Release and Indemnity Agreement. Attorney Johnston will advise during the meeting.

suggested action or motion: (none)

notes:

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

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

I. PURPOSE

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

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

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

II. SCOPE OF AGREEMENT

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

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

III. TERMS OF AGREEMENT

A. Specific Requirements

1. The Borrowing Agency shall:

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

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

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

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

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

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

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

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

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

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

- h. Coordinate the dates and hours of use of the Range Facility through the Caswell County Sheriff's Office Training Division. The County Manager reserves the right to deny, cancel or reschedule use of the range based on the needs of Caswell County.
- i. Agree to follow and enforce the Caswell County Operations Manual, which has been attached as an addendum to this MOU.
- j. Understands that Caswell County will not furnish any targets, target backing, equipment, or supplies to the Borrowing Agency.
- k. Agrees to leave the Range Facility in a clean and orderly condition after use.
- m. Agrees to follow the directives of Caswell County or Caswell County's Shooting Range with regard to access, egress and parking.
- n. The Shooting Range shall only be allowed for use by the Caswell County Sheriff's Office employees. The shooting range shall not be allowed for use by the general public. No other outside sheriff's office or law enforcement agency shall be allowed access to the shooting range. The shooting range may only be used for shooting at a maximum of 2 timer per month. The shooting range shall not be operated on the weekends or holidays.

IV. MODIFICATION REQUESTS

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

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

V. TERMINATION

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

VI. CONTACTS:

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

Tony Durden, Sheriff

Clayton Myers, Instructor

COUNTY: Caswell County
144 Court Square
Yanceyville, NC 27379

Scott Whitaker, County Manager

Tim Yabrough, Chairman

VII. EFFECTIVE DATE/DURATION/AMENDMENTS

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

The remainder of this page left blank intentionally.

VIII. ACCEPTANCE BY:

BORROWING AGENCY - CASWELL COUNTY SHERIFF'S OFFICE

By: _____
Tony Durden, Sheriff

_____ Date

COUNTY OF CASWELL

By: _____
Tim Yarbrough, Chairman

_____ Date

CASWELL COUNTY - COUNTY MANAGER

By: _____
Scott Whitaker

_____ Date

The remainder of this page left blank intentionally

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

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

The following are examples of inappropriate behavior:

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

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

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

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

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

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

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

The following is not appropriate dress for the range:

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

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

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

The Range Master is responsible for the following:

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

ACKNOWLEDGEMENT OF RISK, RELEASE AND INDEMNITY AGREEMENT

CASWELL COUNTY SHOOTING RANGE

("AGREEMENT")

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name: _____

Signature: _____ Date: _____

SHERIFF'S OFFICE REQUESTED MOU

**MEMORANDUM OF UNDERSTANDING AND THE INTERAGENCY AGREEMENT
FOR THE USE OF THE
CASWELL COUNTY TRAINING FACILITY AND FIRING RANGE**

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

I. Purpose

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

The Facility located at Landfill Rd, Yanceyville North Carolina (a portion of tax map parcel:0066/006) owned by Caswell County, is a training facility built, maintained, and staffed to provide officers of the Caswell County Sheriff's Office with the best possible training, to include firearms training.

It is beneficial to the public safety to allow the Caswell County Sheriff's Office to utilize this property to construct a training facility where officers can conduct mandatory training as well as supplementary training.

II. Scope of Agreement

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

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

III. Terms of Agreement

- a. Borrowing Agency agrees to follow and enforce Caswell County Operations Manual, Caswell County Ordinance Article 9 Section VII, as well as Caswell County Sheriff's Office Policy and Procedure.
- b. Borrowing Agency understands that the County will not furnish any targets, target backing, equipment, or supplies for use of at the facility.
- c. Borrowing Agency agrees to leave the Facility in a clean and orderly condition after use.
- d. Borrowing Agency agrees to follow directives of the County and State officials with regard to access, egress, and parking.
- e. The facility shall only be used by Caswell County Sheriff's Office employees and shall not be intended for use by the general public.
- f. Borrowing agency agrees that there will be no live fire training conducted on weekends or holidays.
- g. Borrowing agency agrees that training that requires live fire scenarios will be conducted no more than twice a month.

IV. Modification Request

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

V. Termination

Both the County and Borrowing Agency retain the right to terminate this MOU at any time, with a thirty (30) day written notice to the other party, for any reason. Any material breach of this MOU shall be grounds for immediate termination with out thirty (30) days written notice to the other party.

SHERIFF'S OFFICE REQUESTED POLICY & PROCEDURE**CASWELL COUNTY SHERIFF'S OFFICE FIRING RANGE/TRAINING FACILITY POLICY
AND PROCEDURE**

Purpose: The purpose of this policy is to establish guidelines, rules, and procedures for the operation of a firing range/training facility for the Caswell County Sheriff's Office (hereinafter referred to as Facility)

Policy:

- A. It is the policy of the Caswell County Sheriff's Office to ensure that the Facility is used to conduct mandatory and supplementary training, to include live fire, in a safe and secure manner and meet all statutory requirements.
- B. The Facility shall be inspected before and after each use by the Range Master or Lead Firearms Instructor, to ensure that the Facility is left clean and free from hazards. An inspection report will be completed by the Range Master or Lead Firearms Instructor during this time.
- C. While at the Facility each officer will conduct themselves in a professional manner at all times, no horseplay, shoving, pushing, or roughhousing will be tolerated. The Range Master or Lead Firearms Instructor shall remove any officer from the range that is exhibiting this type of behavior.
- D. All officers shall arrive at the Facility with unloaded weapons and their weapons are not to be loaded until told to do so by the Range Master or Lead Firearms Instructor.
- E. While on the firing line all weapons are to be pointed down range at all times, no weapon shall be pointed down the firing line or up range at any time. Once the instructed course of fire is completed each officer will holster their weapon before moving positions on the firing line.
- F. The Range Master or Lead Firearms Instructor will maintain overall safety and security on the range, but also have the discretion to appoint safety officers (do not have to be firearms instructors). Safety Officers have the responsibility of ensuring that while on

the firing line all officers are in a straight line, and not in front of or behind another officer, also ensure that all firearms are pointed down range at all times. A safety officer may stop live fire at any time they deem a situation or action is detrimental to the health and safety of officers at the Facility.

- G.** The Caswell County Sheriff's Office Training Coordinator will be on the property anytime the Facility is being used. In the instance the Training Coordinator does not hold the proper training certification for the particular training being conducted, a trainer certified in that area must also be at the Facility.
- H.** During yearly required firearms qualification there will be at least two (2) certified Firearms Instructors at the Facility, one of which will be designated Range Master. The Range Master will also appoint at least one (1) safety officer to be present.
- I.** In the instance that there are more officers attending the training than is room on the firing line, qualifications will be broken into separate heats as to assure safety at all times.
- J.** Dress code for the range will be long pants, short sleeve or long sleeve shirts, no tank tops or cut off sleeved shirts, boots or tennis shoes, no flip flops or crocs, hats and all PPE such as eye and ear protection.
- K.** All officers using the Facility are required to keep their area clean. If live fire training is being conducted each officer is responsible for disposing of used targets and picking up brass from the range. At the completion of a live fire event the Range Master or Lead Firearms Instructor shall do a final inspection of the Facility to ensure its cleanliness.
- L.** All vehicles are to be parked in the designated area unless asked by the Range Master or Lead Firearms Instructor to move them to complete the required night time firearms qualification.
- M.** Approved firearms at the range will consist of any firearm issued to the officer by the Caswell County Sheriff's Office. Any off-duty weapon qualification shall be approved by the Range Master or Lead Firearms Instructor.
- N.** Officers at the facility for firearms training shall follow all instructions of the Range Master or Lead Firearms Instructor. Any officer that deliberately disobeys instructions could face expulsion from the range by the Range Master or Lead Firearms Instructor.
- O.** In the event of an incident causing physical harm or property damage, the Range Master or Lead Firearms instructor shall immediately contact the Training Coordinator. The

Training Coordinator shall contact the Chief Deputy who will notify the Sheriff. The Range Master or Lead Firearms Instructor shall complete an incident report in RMS as well as investigate as to how the incident occurred and how it can be avoided in the future. A full report on the investigation shall be presented to the Chief Deputy who will present it to the Sheriff.

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

meeting date: July 7, 2025

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

attachment(s): (none)

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

staff comments or recommendation: The County has not maintained a contract for animal shelter services but has maintained an on-going relationship with APS. The most recent annual allocation was \$174,125. APS has said that they cannot continue providing the same level of service for that allocation and \$225,00 was budgeted with the understanding that a contract would be in place for this fiscal year. APS drafted an agreement and negotiations are on-going, but the draft is lengthy, some operational differences exist between the County and APS, APS has requested additional financial assistance (beyond the \$225,000), and APS also has a Board that must approve the final contract. The goal is to have a more finalized contract draft for the 7/21 BOC meeting.

suggested action or motion: (none)

notes:

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

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

meeting date: July 7, 2025

topic: K&B Consulting economic development contract

attachment(s): focus area task list

fiscal impact: \$50,000 was budgeted for FY25–26 for contracted ED work

staff comments or recommendation: The Board decided to contract for ED assistance and Ken Bowman (K&B Consulting) was named as a likely source. Mr. Bowman has successful ED experience and most of the Board became acquainted with his credentials in recent months. He also serves on the Board of Supervisors in Pittsylvania County, VA. He provided the attached document as initial talking points, and a draft contract is under review but not yet ready for distribution. It will be provided in time for the 7/21 meeting.

suggested action or motion: (none)

notes:

Ken Bowman
300 Bowman Drive
Dry Fork, VA 24549
434.770.8518-Cell
Klb Bowman300@embarqmail.com

June 12, 2025

Economic Development focus areas for the first 4 months.

- 1- Schedule meetings with staff that has been or currently working economic development.
- 2- Check and update the status of key projects. Meet with Mr Tony Smith and get briefing and data from him.
- 3- In consultation with the Board Chair/County Manager, make a list of the important community, business, and elected leaders that I need to meet with and get to know and start setting appointments to discuss any issues they deem important.
- 4- Reach out to regional and state allies to learn how the different levels of economic development interact and where Caswell County fits in. Specifically the Tier status and what is needed to receive support.
- 5- Spend time with leadership (BoC members, County Manager, and County Leaders) discussing expectations for community involvement.
- 6- What is the current budget for the ED department? Are there any commitments to ongoing projects? Do not need any surprises.
- 7- Read and discuss studies and plans the EDO has completed as well as plans of key partners. Discuss the EDO's strategic plan with the Board of Commissioners and what is needed to bring this document up to date. Discuss the county land use plan with the county planner. Talk about the downtown master plan with the town manager and downtown development director and how this can tie into the County's overall strategic plan.
- 8- Listen to leadership, staff, elected, business, and community leaders about their goals, objectives, and challenges. Prepare a draft way forward on how to achieve these ideas.
- 9- Identify local civic groups and nonprofits to speak to about local economic development.

The work schedule is for 20 hours per week however this is flexible depending on time of day and importance. ED is normally a 24/7 business and dependent on the availability of the client/personnel and their needs. Together we'll work through this and see what works best and adjust as needed.



AGENDA ITEM 15

COVER SHEET

Caswell County Board of Commissioners

meeting date: July 7, 2025

topic: FY25–26 budget amendment—HR Specialist position

attachment(s): budget amendment no. 1

fiscal impact: \$50,000

staff comments or recommendation: See “Justification” on the attachment.

suggested action or motion: approval

notes:

CASWELL COUNTY, NORTH CAROLINA
FISCAL YEAR 2026

080

Board Meeting: June 7, 2025
BUDGET AMENDMENT NO. 1

Technical Correction - Human Resources Specialist Position

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

JUSTIFICATION:

Post FY26 budget adoption, Interim County Manager Pascal discovered she had inadvertently not budgeted for the Human Resources Specialist position. This position is critical for providing sufficient capacity and redundancy in Human Resources operations. Appropriated fund balance is being used as the funding source, but vacancy savings will likely be available to cover this cost at the end of the fiscal year and will be then be built into the FY27 budget.

FUND- GENERAL FUND (Fund 100)

DEPARTMENT: Administration (4120)

	<i>Org</i>	<i>Object</i>	FY25 Current Budget	Increase (Decrease)	FY25 Amended Budget
REVENUES					
Appropriated Fund Balance	1000000	390000	\$ 3,263,370.00	\$ 50,000.00	\$ 3,313,370.00
EXPENDITURES					
Administration Departmnet	1004120	Various	\$ 642,193.00	\$ 50,000.00	\$ 692,193.00

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

ATTEST:

Chair

Clerk to the Board

Date

**AGENDA ITEM 16****COVER SHEET**Caswell County Board of Commissioners

meeting date: July 7, 2025

topic: Workers Compensation claims

attachment(s): (none)

fiscal impact: (n/a)

staff comments or recommendation: This topic relates to the occasional instance of when Workers' Compensation doesn't cover the full cost of a claim. (There is currently one such claim.) Deputy Manager Williamson will discuss options and requests Board guidance.

suggested action or motion: (none)

notes:

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



AGENDA ITEM 17

COVER SHEET

Caswell County Board of Commissioners

meeting date: July 7, 2025

topic: Formation of new Caswell Safety Committee

attachment(s): (none)

fiscal impact: (n/a)

staff comments or recommendation: Given the recent NCDOL/OSHA inspections and pending report, citations, and fines, the County needs a reboot pertaining to safety practices and training across all departments. The Manager wishes to develop a new Safety Committee and is considering the membership composition for Board consideration 7/21. Any initial development feedback is welcomed.

suggested action or motion: (none)

notes:

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

**AGENDA ITEM 18****COVER SHEET**Caswell County Board of Commissioners

meeting date: July 7, 2025

topic: Tourism Development Authority (CCTDA) Board—Mindy Stinner

attachment(s):

- volunteer application
- TDA Board roster
- Policy 13 Citizen Advisory Board Policy (reference this policy for agenda items 18–20)

fiscal impact: (n/a)

staff comments or recommendation: Please review closely.

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

notes:



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: Mindy Stinner

Home Address: 676 E Hughes Mill Rd, Burlington NC 27217

Phone: 336-598-2783 Email: mindy.stinner@animalparknc.org

Place of Employment: Animal Park at the Conservators Center

Please list any County Boards you currently serve on: Caswell County Tourism Development Authority

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. Caswell County Tourism
Development Authority

B. _____

C. _____

Why do you wish to serve on these boards?

I have served for the past two terms with an increasingly proactive group of leaders. We worked with the county to ensure funds are properly allocated and managed, created branding and informational materials for the TDA, and hired an Executive Director. We ensured the residents of Caswell have buy-in, then established a grantmaking process. To date, we have managed two rounds of grants and reporting, all serving to encourage tourism in Caswell County. While it is difficult to measure success in terms of attracting visitation over a short time, I believe the decisions we have made make the area more attractive to visitors and that they are more likely to see our advertising when planning a trip. I am proud of the work we have accomplished and am grateful to serve with a very capable and effective Board.

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

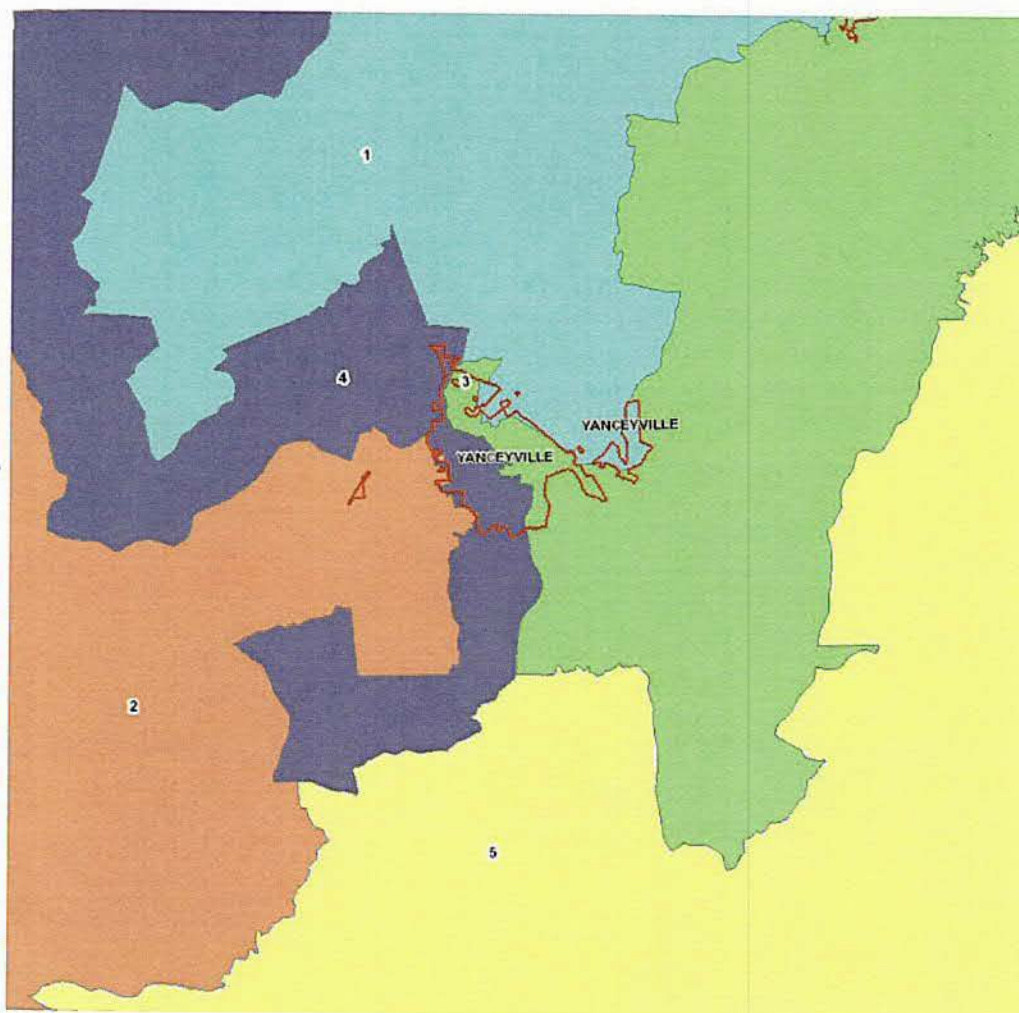
My first career was as an English teacher, but then I began working with wild animals (sometimes similar). I have run the Animal Park at the Conservators Center for 25 years and have overseen much of the marketing and promotions. In addition, I have both applied for grants and been part of a team accepting and processing applications for grantmaking. Our wildlife park is a tourist attraction, making me eligible for one of the positions on the Board designated for those representing a tourism destination. I have been serving in this role and would like to continue doing so.

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 a tourist destination, our business will apply for grants by the Board. I have already recused myself from all discussion, consideration and decision-making related to our application being processed by the Board, and will do so again in the future, as needed.

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 ☐

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 6-30-28
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Angela Upchurch Milton Renaissance PO Box 38 Milton, NC 27305	336-583-8203 miltonrenaissance@gmail.com	Tourism member 6-30-26
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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
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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
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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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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 Meeting 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.

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



AGENDA ITEM 19

COVER SHEET

Caswell County Board of Commissioners

meeting date: July 7, 2025

topic: Board of Health—Shannon Moretz

attachment(s):

- volunteer application
- Board of Health roster

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:



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: Shannon H Moretz (renewal)*

Home Address: 1117 Deer Trail

City: Reidsville Zip Code: 27320

Phone: 336-514-2646 Email: smoretz@compassionhealthcare.org

Place of Employment: Compassion Health Care

Please list any County Boards you currently serve on: Board of Health; Juvenile Crime Prevention Council

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. Board of Health B. _____ C. _____

Why do you wish to serve on these boards?

I would like to serve a third term on the Board of Health so I might continue to provide the volunteer
capacity needed by both. I wish to apply my skills and strengths to benefit the community,

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

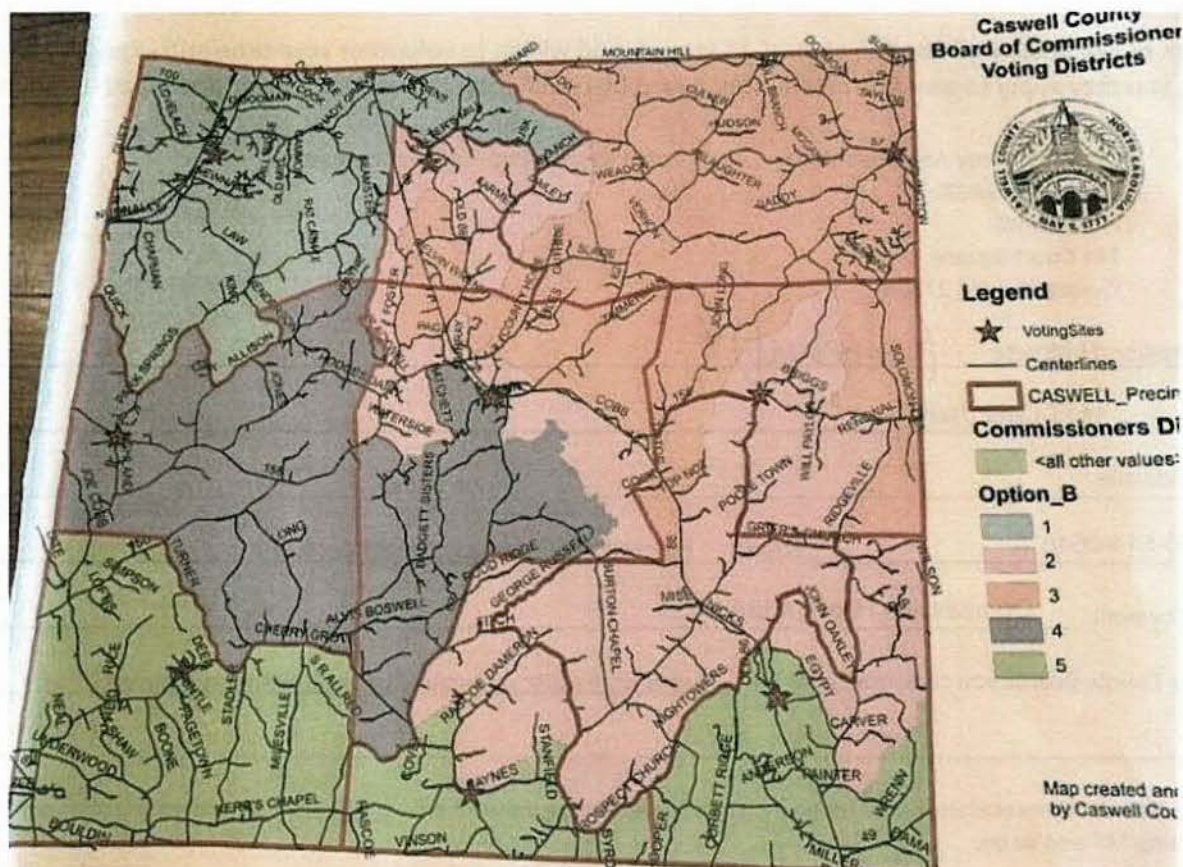
I've spent 20+ years working in Caswell County's health care, non-profit, news, and local government sectors. My
"boots on the ground" experience in the county and a broad range of perspectives gathered from residents across the
county over the years helps me to ensure that all voices are heard at decision-making tables.

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:

I am ever mindful of even perceived conflicts, particularly in relation to my employment with Compassion Health Care and would certainly disclose any conflicts that may arise and abstain from participating in votes that could be perceived as conflict:

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 ☐
per NCBOE



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 ☐

BOARD OF HEALTH (3-year terms) (Meets quarterly April, July, October, and January on 4th Tuesday.-6:30 PM-Health Dept.)

Shannon Moretz, Chair 1117 Deer Trail Reidsville, NC 27320	514-2646 694-1181 Ext. 221 smortez@compassionhealthcare.org	6-30-25
Patricia Price Lea PO Box 492 Yanceyville, NC 27379	694-6355 pricetheleas@aol.com	6-30-27
Rochelle Woodruff 6222 Old NC Highway 86 N Providence, NC 27315	916.201.7317 nestowa@gmail.com	6-30-28
Adam Evans, Vice Chair 1152 Pagetown Road Elon, NC 27315	434-250-3728 aweans287@gmail.com	6-30-27
Michael Komondy 731 Solomon Road Leasburg, NC 27291	908-410-8840 mikekomondy@gmail.com	6-30-26
Amanda Everett 66 Rayburn Road Pelham, NC 27311	434-441-6355 amandaeverett6813@gmail.com	6-30-26
Jessica “Michelle” King-Stamps 177 Slade Court Providence, NC 27315	514-0956 jkingstamps@gmail.com	6-30-27
Michelle Gaskins 681 Hatchett Road Yanceyville, NC 27379	336-269-0133 m.willis.106@hotmail.com	10-31-27
Alexia K. Watlington PO Box 134 Yanceyville, NC 27379	694-1399 watlingtonak2017@gmail.com	6-30-26
Howard Holderness Jr. 3082 US Highway 158 West Yanceyville, NC 27379	336-272-1422 drhoho@aol.com	9-30-26
David Wrenn, Commissioner		



AGENDA ITEM 20

COVER SHEET

Caswell County Board of Commissioners

meeting date: July 7, 2025

topic: SR Farmer Lake Advisory Board—Vennie Beggarly

attachment(s):

- volunteer application
- SR Farmer Lake Advisory Board roster

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

Email: csmith@caswellcountync.gov

Name: Vennie Beggs (renewal)*
Home Address: 115 Keen Ct
City: Providence NC Zip Code: 27315
Phone: 434-250-9642 Email: Vennieb1@gmail.com
Place of Employment: Caswell County Schools
Please list any County Boards you currently serve on: Farmer Lake

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 B. _____ C. _____

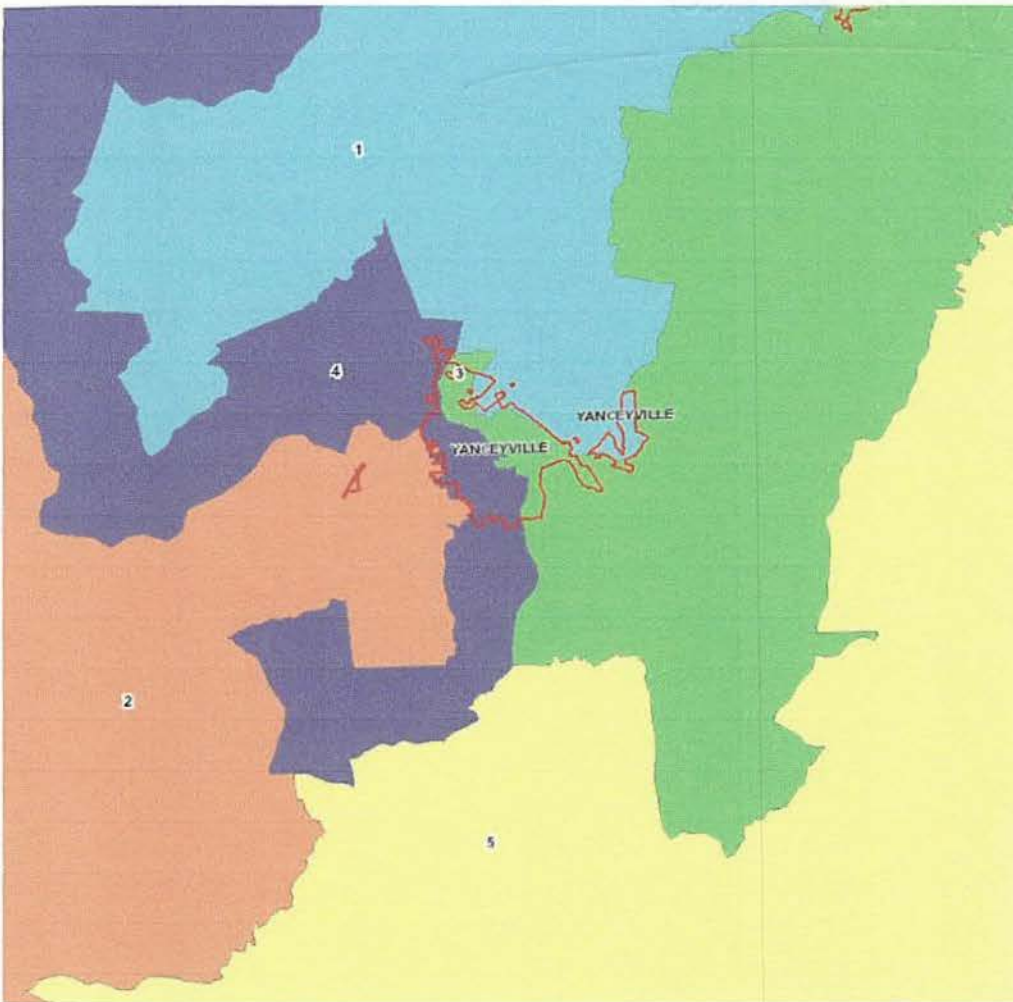
Why do you wish to serve on these boards?

I want to keep serving on Farmer Lake
board because I enjoy it.

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
A. white

How did you become aware of
these volunteer opportunities?

Current/ Volunteer

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 justinandbrandim@gmail.com	6-30-28
Donna G. Maskill, Secretary 1662 Boy Scout Camp Road Yanceyville, NC 27379	263-0570 donna.maskill@gmail.com	6-30-28
Kenneth Boles 2413 Turner Road Reidsville, NC 27320	336-253-9506 kboles89@gmail.com	6-30-27
Vennie Beggarly (up for renewal) 115 Keen Court Providence, NC 27315	388-9642 434-250-9642 vennieb1@gmail.com	6-30-25
Jerry W. Sykes 896 Alvis Boswell Road Yanceyville, NC 27379	963-5406 pbjwsykes@gmail.com	6-30-29
Commissioner Finch Holt	fholt@caswellcountync.gov	
Scott Whitaker, County Mgr (ex-officio)	336-943-7942	
Charlie King (ex-officio)	514-0821 cking@caswellcountync.gov	
Steve Eaton, Alternate 32 Lake Farm Road Yanceyville, NC 27379	694-1532 steveericeaton@hotmail.com	6-30-29