



Board of Commissioners Agenda

Regular Meeting

Historic Courthouse

April 21, 2025 at 6:30 p.m.

Welcome

1. Moment of Silent Prayer
2. Pledge of Allegiance
3. Public Comments

Chairman Yarbrough

Each speaker will speak from the podium, and begin their remarks by giving their name and stating whether or not they are residents of the county. Comments will be directed to the full board. Speaker comments are limited to a maximum of three (3) minutes during the public comment period. Speakers must be courteous in their language and presentation. Personal attacks will not be tolerated. The Board of Commissioners or the Administration will not provide responses during Public Comments period or in the same meeting.

4. Recognitions

Approval of Agenda

Chairman Yarbrough

Approval of Consent Agenda

Chairman Yarbrough

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

Board of Equalization and Review

Thomas Bernard, Tax Administrator

11. Motion to recess as the Board of Commissioners and Convene as the Board of Equalization & Review
12. Motion to adjourn as the Board of Equalization and Review and Reconvene as the Board of Commissioners

Public Hearings

County Manager Paschal

13. Public hearing on economic development incentives for Cherokee Tobacco
14. Public hearing on economic development incentives for Company B
15. Public hearing on Caswell County Section 8 Five-Year Public Housing Authority Plan Proposal for Fiscal Year 2025

Action Items

County Manager Paschal

16. Approval of Section 8 Five-Year Public Housing Authority Plan
17. Approval of Resolution Granting the Town of Yanceyville Authority to Issue Fireworks Permits
18. Approval of fee and sponsorships for new Meals on Wheels clients

- 19. Approval of Resolution Amending Code of Ethics Policy to include language on censures
- 20. Appointment of Dr. Barbara Buchanan to the Piedmont Triad Workforce Development Board

County Manager's Updates

County Attorney Updates

Commissioner Comments

Announcements and Upcoming Events

- May 5, 5 pm, Board of Commissioners Work Session, Historic Courthouse
- May 19, 6:30 pm, Board of Commissioners Regular Meeting, Historic Courthouse

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); to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee allowed under NCGS 143-318.11 (a) (6); and to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, which privilege is hereby acknowledged in NCGS 143-318.11(a) (4);

Adjournment

CASWELL COUNTY BOARD OF COMMISSIONERS
Regular Session
March 17, 2025

MEMBERS PRESENT

OTHERS PRESENT

.....

Tim Yarbrough, Chair
Frank Rose, Vice Chair
Greg Ingram
Tony Smith

.....

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

The Board of Commissioners for the County of Caswell, North Carolina met in a Regular Session meeting on Monday, March 17, 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:

John K. Roberts, a 35-year resident of Caswell County, introduced himself and acknowledged that he applied for the County Manager's position. He offered his financial assistance as well.

Recognitions:

Commissioner Smith and Chairman Yarbrough recognized and expressed their thanks for the service of former Commissioner David Wrenn who passed earlier this month.

Commissioner Rose stated that he attended the County Employees' Service Awards event and thanked those who organized the program.

Commissioner Ingram acknowledged that March was Social Work month. He recognized and honored the contributions of social workers.

Agenda:

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

Consent Agenda:

6. Motion to approve February 3, 2025 Board of Commissioner Work Session minutes
7. Motion to approve February 17, 2025 Board of Commissioners Regular Session minutes

A motion was made by Commissioner Ingram and seconded by Commissioner Smith to approve the Consent Agenda. The motion carried unanimously.

Discussion Items:**Discussion on Filling Vacant Commissioner Seat (Gwynn seat)**

County Manager Paschal noted that Commissioner Gwynn resigned from the Caswell County Board of Commissioners effective February 28. She represented District 4. The Board's Rules of Procedure along with the State Statutes state that the Board must fill the vacancy by selecting a member of the same political party who resides in the same district; consult with the political party regarding the nomination (but there is no obligation to appoint the nomination) and fill the vacancy within 60 days or the matter moves to the Clerk of Superior Court. The Board received a nomination from the Democratic Party which was emailed to the Board earlier.

Chairman Yarbrough announced that he received an email from the Chair of the Caswell County Democratic Party nominating Brian Totten to fill the unexpired term of District 4.

Commissioner Ingram stated that he felt Mr. Totten would be an asset to the Board. Chairman Yarbrough felt Mr. Totten showed an interest in serving. There were no other questions or comments.

A motion was made by Commissioner Smith and seconded by Commissioner Ingram to appoint Brian Totten to fill the unexpired term of former Commissioner Gwynn. The motion carried unanimously.

Chairman Yarbrough asked that the Clerk of Court attend the next meeting, April 7, to administer the oath to Mr. Totten.

Discussion on Ordinance to Ban the Intentional Release of Helium Balloons

County Manager Paschal stated that the County received several requests for the Board to adopt a local ordinance banning helium balloon releases. There is a request for the Board to support statewide legislation regarding the balloons. She was concerned that enforcement of the ordinance would be a challenge.

Commissioner Smith asked if the balloons presented an environmental issue. Manager Paschal responded that the balloons were not good for wildlife.

There were no other questions or comments.

Action Items:

Motion to Approve Budget Amendment #20 and Memorandum of Agreement with NC Forestry Service to Construct a Storage Shed for Cooperative Extension Equipment

Manager Paschal introduced the item. In 2024, Cooperative Extension received a grant in the amount of \$120,000 to be used for agricultural technology rental program to purchase innovative equipment to be rented to small and beginning farmers. Approximately \$14,811 remains of the grant and can be used to build a storage shed to house the equipment. In talking with NC Forestry, they initially wanted to build a carport type shed on Forestry property. The Forestry service has agreed to contribute \$10,000 to the project if a joint storage shed is built. They received a quote to build the shed for \$24,811. Cooperative Extension will use some of its special revenues to make up the difference; therefore, no General Fund appropriation is needed. If approved, the Memorandum of Agreement will be initiated with the Forestry Service. Manager Paschal clarified that the shed would be in addition to the existing shed.

A motion was made by Vice Chair Rose and seconded by Commissioner Smith to approve Budget Amendment #20 and Memorandum of Agreement with NC Forestry Service to Construct a Storage Shed for Cooperative Extension Equipment. The motion carried unanimously.

Motion to Approve Budget Amendment #21 to Appropriate Unspent OSBM Grant Funds for 911

County Manager Paschal stated that the County received a grant for capital improvements to the VIPER network, which is the emergency communications network for adding channel banks to the existing structure. The County has no financial investment in the project since the grant provided full funding. There is a balance of \$33,936.91 remaining. Staff requested and received approval from the State to use the remaining funds to purchase portable radio batteries and additional radio equipment. The improvements will allow for greater communication with and between first responders in the field.

A motion was made by Vice Chair Rose and seconded by Commissioner Ingram to approve Budget Amendment #21 to appropriate unspent OSMB funds for 911. The motion carried unanimously.

Motion to Approve Budget Amendment #22 to Appropriate Cooperative Extension Special Revenue Funds

Manager Paschal stated that Cooperative Extension had restricted revenue streams that were maintained in a special revenue fund. The funds must be used for specific purposes. The funds can only be spent when a budget is approved. This item was one of the audit clean up items. The adopted budget did not include an appropriation. This amendment will allow Cooperative Extension to spend the monies as outlined in the budget amendment.

There were no questions or comments.

A motion was made by Commissioner Ingram and seconded by Commissioner Smith to approve Budget Amendment #22 to appropriate Cooperative Extension Special Revenue Funds. The motion carried unanimously.

Motion to Approve Budget Amendment #23 to Appropriate Senior Services Special Revenue Accounts

Senior Services has restricted funds that the County maintains in a special revenue fund. This item was also part of the 2023 audit clean up. This would allow Senior Services to utilize the funds as set out in the budget ordinance.

There were no questions or comments.

A motion was made by Commissioner Smith and seconded by Vice Chair Rose to approve Budget Amendment #23 to appropriate Senior Services Special Revenue Accounts. The motion carried unanimously.

Motion to Approve an Amendment to the Caswell County Board of Commissioners Code of Ethics to Address Release of Closed Session Matters

Attorney Johnston introduced the item. He stated that he sought advice from the School of Government on how to deal with matters transferred from Closed Session out to the public which involve confidential communication between the Board and the County Attorney. He referenced the shared emailed response from the School of Government on how the County can modify its current Code of Ethics. He added that some research and case law opine that matters inside the Closed Session that are relayed into the open meetings and into the public are somewhat protected by the freedom of speech. There are caveats and one relates to the disclosure of personnel information as it relates to County employees.

State Statute 153A-98 covers privacy of employee personnel records, and failure to do so carries a Class 3 misdemeanor. He mentioned instances where Boards of Commission in NC were charged with willfully failing to discharge duties. This is covered under NC State Statute 14-230. He noted that it was a delicate balance between protecting freedom

of speech and protecting the sanctity of Closed Session attorney/client privilege and confidentiality of the Board.

Attorney Johnston concurred with the School of Government's recommendation that the Code of Ethics be modified to add the following statement to Section 5:

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

Commissioner Smith asked about the possibility of censuring members that disclosed Closed Session confidential information. Attorney Johnston replied that it was a possibility if it was the desire of the Board, and it would be a penalty or consequence of violating the Code of Ethics. Commissioner Smith stressed the importance of confidentiality, especially as it related to economic development.

Chairman Yarbrough asked the Attorney if censuring a board member needed to be included in the Code of Ethics. Attorney Johnston responded that it was an option if it was the desire of the Board.

Chairman Yarbrough asked the pleasure of the Board regarding the censuring statement. The Board agreed to ask the Attorney to bring back information on censuring.

A motion was made by Vice Chair Rose and seconded by Commissioner Ingram to approve an amendment to the Caswell County Board of Commissioners Code of Ethics to address the release of Closed Session matters. The motion carried unanimously.

Motion to Approve Jail Food Service Contract

Manager Paschal stated that the Board initially approved the food service contract in 2020. In accordance with that contract, the cost of meals has increased annually in accordance with the consumer price index. There is an amendment to the jail service contract to enact the price increase effective January 1, 2025. Based on a preliminary estimate, she is not sure the jail can absorb the increase.

Commissioner Smith asked if the increase was due to additional inmates or food inflation. Manager Paschal responded that there have been more inmates. As the number of inmates increases, so do the costs. Vice Chair Rose asked if the budget was based on the number of inmates at capacity. She added that jails do not like to be at capacity and prefer to stay at 80 percent or lower of capacity. She said the budget should be based on the current number of inmates or the trend, if increasing.

Commissioner Smith asked if the contract could be approved given the board's rules of procedure. Manager Paschal stated that the \$10,000 was a projection, not in stone, and added that the board could vote to suspend the rules if uncomfortable with it. She noted there is a need to move forward with the contract.

A motion was made by Vice Chair Rose and seconded by Commissioner Smith to approve the Jail Food Service Contract. The motion carried unanimously.

Motion to Set a Special Meeting for County Manager Recruitment

Manager Paschal reminded the Board of the need to move forward with the recruitment process for hiring a permanent County Manager since her time would end in June. The process includes the initial review of applicants on March 25, at 4:00 pm. The second is a meeting on April 7 at 4:00 pm to screen the applications. She recommended the meeting take place before the Work Session on April 7. The week of April 14 has been tentatively scheduled for interviews. She suggested that the interview process may be moved until the vacancy on the Board is filled.

A motion was made by Commissioner Smith and seconded by Vice Chair Rose to approve March 25th at 4 pm and April 7th at 4 pm as meeting dates for County Manager recruitment. The motion carried unanimously.

County Manager Updates:

Manager Paschal announced that all questions by the auditors had been addressed for the 2023 audit. They will begin working on financial statements.

A joint meeting with the towns will be held Thursday, March 20th in Milton.

County Attorney Updates:

Attorney Johnston shared an update on the delinquent tax collection program. A final bid in the civil action regarding Caswell County vs. Fixed Pads Holdings LLC, File #24CBD184, was filed in Caswell County District Court. The final bid and sale was in the amount of \$30,413.67. All delinquent taxes will be paid in full and there will be a net surplus of approximately \$22,000 to the owners. The transaction should be finalized within the week.

There is a second pending tax foreclosure, File #24CBD379, Caswell County vs. Amy Lynn Morrell. The property went up for sale on February 21, 2025. There have been multiple upset bids and the current bid is in the amount of \$8,230.02. The last day for the bid is March 24, 2025.

Additional updates will occur in Closed Session.

Commissioner Comments:

Commissioner Smith thanked the Finance Department for their outstanding work on the 2023 audit and hoped that the focus could shift to the 2024 audit. Manager Paschal confirmed that work on the 2024 audit work has begun.

Commissioner Smith questioned the white goods disposal tax. Manager Paschal will get additional information for him.

Chairman Yarbrough thanked staff who worked to have the heat and air repaired in the Historic Courthouse. He announced that he spoke with Commissioner Holt. He was continuing to improve, but no date was set for his return.

Chairman Yarbrough announced that Commissioner Smith contacted him regarding filling in for Commissioner Holt on the Economic Development Committee. The Chair agreed that it would be good to have Commissioner Smith serve until Commissioner Holt returned.

The Chair acknowledged that he made the decision without contacting the Board. He asked the Board members for their input on his decision. Board members indicated they were okay with the Chair making the decision to have a commissioner fill in on a committee in the event the designated member cannot attend.

Announcements and Upcoming Events:

Chairman Yarbrough announced that the Board will meet on March 25 to discuss County Manager recruitment at 4:00 pm in the Historic Courthouse. The Board will hold a Special Meeting on April 7 at 4:00 pm in the Caswell County Historic Courthouse to discuss Manager recruitment. This meeting will take place prior to the Work Session scheduled for 5:00 pm in the Historic Courthouse. The next Regular Session will be held April 21 at 6:30 pm in the Historic Courthouse.

There will be a joint meeting with the towns on March 20 at 6:00 pm in Milton. Commissioners Ingram, Smith and Chairman Yarbrough will attend.

Closed Session:

Vice Chair Rose made a motion, seconded by Commissioner Smith, to adjourn to Closed Session pursuant to NCGS 143-318.11(a)(3) 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; to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear

or investigate a complaint, charge, or grievance by or against an individual public officer or employee allowed under NCGS 143-318.11 (a) (6); and to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, which privilege is hereby acknowledged in NCGS 143-318.11(a) (4). The motion carried unanimously.

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

Vice Chair Rose moved, seconded by Commissioner Ingram, to set the date for public hearing on Cherokee Tobacco economic development incentives for April 21, 2025 at 6:30 pm. The motion carried unanimously.

Commissioner Rose moved, seconded by Commissioner Smith, to reclassify the Deputy County Manager position to Grade 80, to make the position a full-time deputy (no longer being split with CATS), and to increase the salary to \$90,000, effective June 1, 2025. The motion carried unanimously.

Commissioner Ingram moved, seconded by Commissioner Smith, to approve the Settlement Agreement with Piner Appraisals. The motion carried unanimously.

Adjournment:

Vice Chair Rose moved, seconded by Commissioner Smith to adjourn the meeting. The motion carried unanimously. The meeting was adjourned at 8:05 pm.

Respectfully submitted,

Renee Paschal
Interim Clerk to the Board

Tim Yarbrough
Board Chair

CASWELL COUNTY BOARD OF COMMSIIONERS March 20, 2025

Joint Meeting with Towns of Milton & Yanceyville

Members Present

Tony Smith

Greg Ingram

Others Present

Melissa Williamson, Deputy County Manager

The Board of Commissioners for the County of Caswell, North Carolina, met in a joint meeting with the Town of Milton and Town of Yanceyville on Thursday, March 20, 2025 at 6:00 pm at the Jean B Scott Renaissance Center, Milton, NC.

Members present from the Milton Council: Angela Daniel-Upchurch, Mayor, and Shirley Wilson, Town Clerk, Jackie Jeffries, Bob Palmer, Danny Cash and Sherri Garrard.

Members present from the Yanceyville Town Council: Mayor Alvin Foster, Kamara Barnette, Yanceyville Town Manager.

Welcome

Mayor Angela Upchurch called the meeting to order, and welcomed all to the meeting and then offered a blessing before the meal.

Call Meeting to Order

Commissioner Tony Smith called the Board of Commissioners meeting to order. Then Mayor Angela Upchurch called the Milton Town meeting to order and Mayor Foster called the Yanceyville Town meeting to order. The Board and Town Councils then had dinner.

General Updates From Local Governments

Caswell County Board of Commissioners

Deputy County Manager Melissa Williamson gave the following updates:

- Broadband Initiative Update
- Next round of CAB is in the evaluation process at NCDIT
- Great Grant project is still ongoing in the County
- Update on the Opioid Settlement Funds
- Current Spending Plan for the Opioid Settlement Funds is the MOUD program in the jail. This will expand the nursing coverage to include Saturday and Sunday to administer medication an fulfill other needs.
- Plans to share the Opioid presentation at the next joint meeting

- Board Retreat- The Board of Commissioners met in a Planning and Budget Retreat meeting on Saturday, January 27, 2025, at the Gunn Memorial Public Library. This was a productive retreat that allowed the Board to set goals and objectives.
- FY26 County Budget is underway in the county.
- Board approved to set a college student membership fee for Co-Square for Caswell County residents of \$25/month.
- PCC is working on a grant to allow 3 months of free access to Co-Square, high-speed internet and free computer through this program.
- Audit Update – The County is much closer to having FY23 Audit completed. The County has provided the auditors with everything and it's in their hands to start the financial statements.
- Reminder of the Mural Dedication Ceremony at Co-Square
- The Caswell County Health Department partnered with Dr. Mitch Foster to offer a low-cost rabies vaccine clinic

Tony Smith, Commissioner gave the following updates:

- Announced that Melissa Williamson will be the full-time Deputy County Manager effective June 1st.
- Announced the appointment of Brian Totten to the BOC
- Economic Development update on the Cherokee Tobacco Company
- Update that the CEAD project will began construction on September 1st

Town of Yanceyville

Mayor Foster gave the following updates:

- Update on the Dillard School Apartments. Information session at PCC on April 27, 2025. April 10th will start accepting applications. Must be 62 or older.
- Farmer's Market will start April 24, 2025 – September 25, 2025.
- Possible Developer subdivision with 98 single family homes and 34 Town Homes. Price range \$280,000.00 - \$300,000.00.
- First Friday – May 2nd
- Last Friday in June will be the fireworks for July 4th

Town of Milton

Mayor Angela Upchurch gave the following updates:

- DEQ grant for \$300,000.00 for drinking water/wastewater.
- Grant for \$500,000.00 for Wastewater and grinder pump
- Working with the Department of Commerce for Streetscape Plan
- Introduced Danny Cash as new member

Schedule Next Meeting

The next meeting will be hosted by the County on Thursday, May 15, 2025 at 6:00 pm at Co-Square.

Adjournment:

At 7:00 pm a motion to adjourn the joint meeting was made by Commissioner Tony Smith, Mayor Foster and then Mayor Angela Upchurch.

Renee Paschal
Interim Clerk to the Board

Tim Yarbrough, Chair
Caswell County Board of Commissioners

CASWELL COUNTY BOARD OF COMMISSIONERS

Special Meeting

March 24, 2025

MEMBERS PRESENT

.....
Tim Yarbrough, Chair
Frank Rose, Vice Chair
Greg Ingram
Tony Smith
.....

OTHERS PRESENT

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

The Board of Commissioners for the County of Caswell, North Carolina met in a Special Session meeting scheduled on Monday, March 24, 2025 at 5:00 pm at the Historic Courthouse, Courthouse Square, Yanceyville NC.

Welcome:

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

Public Comments:

Elin Claggett, Providence NC

"North Carolina General Statute 153A-27.1 clearly states that the Board of Commissioners shall consult the County Executive Committee of the appropriate party before filling a vacancy. On February 28th, Commissioner Gwynn resigned, and you followed this procedure last week with the resulting approval of the Democratic Party's choice of candidate for District 4 seat. He won't be sworn in until April 7th, so there's no urgency. On March 3rd, Commissioner Wrenn unexpectedly passed away. The Republican Executive Committee is working diligently to provide you with their choice of candidate to fill the seat. You all in your first terms should be asking which commissioner is pushing a special meeting and what are his motives. Are you truly afraid of someone sitting next to you who will ask questions publicly.

There is a Bill in the State Legislature that may affect the process for 42 counties including Caswell. The consideration of a political party before filling a vacancy will remain the law. One name that has circulated outside the Republican party belongs to a retired commissioner. This commissioner was chairperson in 2020 and 2022. I recall the Fiscal Year 2021 annual budget audit from June 30, 2021 wasn't submitted to the LGC for 2 ½ years, on January 22, 2024. It took a letter from the School of Government to get a response to a public inquiry about the status of audits. Even as a sitting commissioner, he lost 73 percent of the Republican votes in the 2024 primary. Voters don't want him anymore. The day after the election, the same commissioner put up a 4x8 sign publicly

expressing hate about those who won. You should already have a picture, but if not, one can be provided to you. The commissioner went to a Democratic meeting in 2024 but never went to a Republican meeting and now wants to sit in that seat. If someone else is being considered tonight, to thine own self be true. This reflects on you. Bad behavior and losing a recent election is not a qualifier to be appointed by this Board. In contrast, respecting the wishes of David Wrenn's widow and son is traditional and honorable. Where is your moral compass that keeps you from waiting for the Republican's Executive Committee's nominee who is heartily endorsed by Commissioner Wrenn's family. Remember the Golden Rule. Your choices tonight will speak volumes about you and your character and will remain on public record as your legacy. Stand up for what is ethically, and legally correct."

Lorrie Wrenn, Caswell County

"3 weeks ago TODAY, our lives were forever changed. I never dreamed that I would have to stand before the bd of commissioners today but within a few days of March 3rd, I was contacted by a very well known and liked county wide leader who told me that two county commissioners, sitting in front of me now, told this person that "they" had decided that Brian Totten and Rick McVey would be replacing Mrs. Gwynn and my husband. Can you just imagine that punch in the stomach feeling that came over me? I immediately asked someone to contact Senator Berger's Office as the Senator endorsed my husband during the primary. It was suggested that they would work on a change in the wording in the existing legislation which would prevent what you are trying to do today.

While at church yesterday, my mind wandered to the 10 Commandments – members of the board of commissioners, you profess to be Christian so I'm sure you know the word – "Shall" – you are not told MAYBE or DO WHATEVER YOU WANT - you are told "Shall". The same holds true for the General Statute that instructs boards of commissioners that they "Shall" take the recommendation of executive boards of political parties when appointing someone to take the place of a deceased or resigned board member. The executive committee of the Caswell Co. Republican Party meets this week to give you the name of the person that my family and I feel is best to take David's place on the board – someone with integrity and the knowledge to continue my husband's legacy – Retired Senior Chief, John Claggett. To nominate anyone other than John would be insulting to me and my family and to the people who elected my husband, David Wrenn, to a seat on the Caswell County Board of Commissioners.

In closing I would like to quote a friend of mine "Remember: whatever you allow them to do to others will eventually be done to you too. Be mindful of what you allow."

John Wrenn, Caswell County/Winston Salem resident

"I own land on Shady Grove Road. Tonight, you called a meeting to discuss an appointment to replace my dad. I've got to admit I think you have some big shoes to fill. Whether you liked him or not, I saw him spending numerous hours of public service so hopefully his replacement has done numerous hours and numerous things for the County—public service, volunteering, running the pony baseball league, standing up for the environment to keep a polluting landfill out of the County. When he was a

commissioner, when he said line-item budget review, that wasn't a joke. As a kid, the dining room table was covered with was covered with the County budget. No joke, line by line, he went thru it. Hopefully whoever you appoint has either done that or is willing to do it. That's what it's going to take to fill his shoes. So he didn't vote for property tax increases. The rumor of the person you may appoint has gone along with numerous tax increases—he pretty much ran the County budget into the ground, if the rumor is true of who you may appoint. Just keep that in mind. He never voted for tax increases, he cut waste from the County budget without neglecting services. Under today's leadership, taxes went up, solid waste taxes went up, budget went pretty bad, County is in pretty difficult audit situation right now in terms of money wasted on audits because of bad management when he was on the Board. The voters fired McVey when they selected my dad and Mr. Smith to be the at large Republican candidates. There is a difference between not being selected for the job, like Mr. Totten versus someone who was fired from the job. Mr. Totten wanted to do the job, but he didn't get picked. It is good now that you have given him the chance. There is a difference between that versus someone who had the chance and got ran out by the voters. Please keep that in mind too. You businessmen here if you had an employee that mismanaged your company and got your company in big financial problems, would you hire them back? I doubt it. A lot of you I know are concerned about the financial situation in the county, Mr. Rose, I've heard him say it in meetings he wants the county departments to run correctly. Please pick someone who has a history and a record of doing that."

Tommy Goddard, Caswell County resident

A business owner who has lived here for three years. "I am not going to repeat what others have said and what I know is coming, just two easy things. The voters voted for him. Just because you got an R or D beside your name don't mean you are the same people and we all agree with that. You can be on one side or the other side and still have the same letter next to your name when you run so I think somebody who is more like Wrenn needs to be on the Board. Since I've been here, I'm not going to go by what I hear or what I haven't seen or what was done before I was here, but I did see what the sign that he put up, and that's going to put a mark here in the County if y'all put him back in here because that's what he's going to be known for right now. Now 10 years from now, it's a mistake he might have grew from, but this is very recent and I think that needs to be considered about the sign that people saw and I saw not on a picture, but I rode by and saw. Thank you."

Shannon Moretz, Cherry Grove

"I am actually not coming here to ask for anything tonight. I'm not coming in here with any special request and I'm not coming in here to fuss at anything which is kind of weird for me. Usually, I'm fussing at you guys when I'm standing up here. Today I'm actually here to offer a little bit of encouragement to you. You guys are currently sitting in seats that are extremely difficult to hold, they take a tremendous amount of effort, they take a tremendous amount of toll on you and your families, and it means a lot to run for office. It means a lot to be willing to serve and I feel confident that the men on that Board will do

the right thing for this community and by the people of this community, and I support your decision whatever that ends up being, and so I want to thank you for your willingness to serve and I want to thank you for your willingness to stand when you are so frequently being attacked. This job is hard enough as it is. There are plenty of people in this community who know a lot of really good stuff. There are a lot of really smart people here that could probably help you make decisions, but I'm sorry that so much of those conversations get drug out thru social media in such a way that doesn't actually resolve anything. Good luck to you as you make another difficult decision and thank you for your service."

Chairman Yarbrough asked if anyone wanted to speak and failed to sign up. There were no additional speakers and the Chair announced that Public Comments was closed.

Agenda:

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

Discussion Item:

Chairman Yarbrough announced that there was one item on the Special Meeting agenda—to fill the vacant seat of deceased Commissioner David Wrenn.

He provided a brief history regarding the special meeting. Prior to going into Closed Session at the last meeting, the Chair spoke with the Mr. Cody Tatum, Chair of the Republican Party regarding a recommendation for the vacant seat of former Commissioner Wrenn. Mr. Tatum responded that the Republican Party was scheduled to meet on Wednesday to discuss a nomination. Chair Yarbrough commented that at that time, he was willing to let the process play out. On March 20, the Chair was made aware of an amendment to House Bill 58 which had already been passed by the NC House and was being considered in the Senate on that day. The amendment changed the way vacancies would be filled on the Caswell Board of County Commissioners. He recapped the current statute that states whatever party the vacant position belonged to would make a recommendation to the Board. It is a nonbinding recommendation. If HB58 passed, the Board would no longer have any say so in the selection—it would be whoever the affected party recommended would be seated on the Board. The effective date of the amendment is March 3rd. He announced that he called the Special Meeting after consultation with the other Board members and the County Manager. He stated that he did not feel it was right for someone to come in and say "we know what's best more so than the citizens of Caswell County." He emphasized that the citizens of Caswell County elected officials should make the decision, not an unelected board. He called the meeting to try to get in front of the legislation which was scheduled to go back to the House on March 25th and would likely be passed. If the Executive Committee of the Republican Party met the following Wednesday, whatever name they recommended would have to

be accepted by the Board. He stated that he did not feel that was fair to the citizens of the County. The Chair indicated that he felt like he was “backed into a corner” with the amendment since there was no prior knowledge of it.

Chairman Yarbrough asked if anyone from the Executive Committee of the Republican Party was present to make a recommendation to the Board to fill the vacant seat. Keith Tatum, who was in the audience, stated that he was a member of the Executive Committee and that the committee was meeting on Wednesday to discuss the nomination. He further stated that the meeting could not be held until Wednesday because of state statutes that require political parties give notice.

Commissioner Smith acknowledged that he had respect for former Commissioner Wrenn and was sorry to hear of his passing. He stated that he and Commissioner Wrenn were elected in November for at-large seats on the Board. He noted that commissioners were charged with making good decisions, and the decisions he made would not be based on his re-election in four years. He shared the qualities of a good commissioner including the ability to plan, direct, coordinate, and get along with other commissioners. He commented that he did not feel it was in the best interest of citizens to have a small group of individuals dictate who filled the seat on the Board.

Vice Chair Rose agreed with the Chair’s statements. He reiterated that no one from Raleigh consulted with any member of the Board regarding the new legislation. If the legislation passed, the Board would have no opportunity to vet potential members of the Board. He expressed the concern that the proposed bill would eliminate the opportunity to vet individuals to represent the citizens—and the Board would have to accept the choice of the party.

Commissioner Ingram asked “how did we get to this point?” He commented that two weeks prior, the Democratic Party went through the process, nominated a couple of people, met with precinct chairs and submitted a nomination to the Board of County Commissioners. He felt the Board was blindsided by the actions of the legislature. He added that he would never have a problem with the recommendation of the Republican party if the process was done the right way.

Chairman Yarbrough called for a nomination to fill the vacant seat of former Commissioner Wrenn. Commissioner Smith nominated former Commissioner Rick McVey. There were no other nominations. The nominations were closed. Vice Chair Rose seconded the motion. All Board members raised their right hand in support of the nominee. The motion carried unanimously.

Adjournment:

Vice Chair Rose moved, seconded by Commissioner Smith to adjourn the meeting. The motion carried unanimously. The meeting was adjourned at 6:28 pm.

Respectfully submitted,

Renee Paschal
Interim Clerk to the Board

Tim Yarbrough
Board Chair

CASWELL COUNTY BOARD OF COMMISSIONERS
Special Meeting
March 25, 2025

MEMBERS PRESENT

OTHERS PRESENT

.....

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

.....

Renee Paschal, County Manager
Russell Johnston, County Attorney

The Board of Commissioners for the County of Caswell, North Carolina met in a Special Session meeting scheduled on Monday, March 25, 2025 at 4:00 pm at the Historic Courthouse, Courthouse Square, Yanceyville NC.

Welcome:

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

Agenda:

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

Closed Session:

Commissioner Smith made a motion, seconded by Vice Chair Rose, to adjourn to Closed Session pursuant to NCGS 143-318.11(a)(3) 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 the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee allowed under NCGS 143-318.11 (a) (6).

Open Session

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

Vice Chair Rose made a motion, seconded by Commissioner Ingram, to take the legal advice of counsel and withdraw from naming defendant PBM in the opioid lawsuit. The motion carried unanimously.

Adjournment

Vice Chair Rose moved, seconded by Commissioner Ingram, to adjourn the meeting. The motion carried unanimously. The meeting was adjourned at 5:24 pm.

Respectfully submitted,

Renee Paschal
Interim Clerk to the Board

Tim Yarbrough
Board Chair

CASWELL COUNTY BOARD OF COMMISSIONERS

Special Meeting

April 4, 2025

MEMBERS PRESENT

OTHERS PRESENT

.....

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

.....

Amy Cannon, Outreach Consultant, NCACC

The Board of Commissioners for the County of Caswell, North Carolina met in a Special Session meeting scheduled on Monday, March 25, 2025 at 4:00 pm at the Historic Courthouse, Courthouse Square, Yanceyville NC.

Welcome:

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

Agenda:

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

Closed Session:

Commissioner Smith made a motion, seconded by Commissioner Ingram, to adjourn to Closed to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee allowed under NCGS 143-318.11 (a) (6). The motion carried unanimously.

Open Session

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

Meeting adjourned

Vice Chair Rose moved, seconded by Commissioner Ingram, to adjourn the meeting. The motion carried unanimously.

Respectfully submitted,

Renee Paschal
Interim Clerk to the Board

Tim Yarbrough
Board Chair

CASWELL COUNTY BOARD OF COMMISSIONERS

Work Session

April 7, 2025

MEMBERS PRESENT

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

OTHERS PRESENT

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

The Board of Commissioners for the County of Caswell, North Carolina met in a Work Session meeting scheduled on Monday, April 7, 2025 at 5:00 pm at the Historic Courthouse, Courthouse Square, Yanceyville NC.

Welcome:

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

Public Comments:

There were no public comments.

Recognitions:

Commissioner Smith thanked Thomas Bernard, Tax Director, and the Tax Department for the outstanding service provided to the County. The tax collection rate is one of the highest in the state.

Swearing in of Commissioner Brian Totten:

Interim Clerk Paschal formally administered the oath of office to Commissioner Totten. Commissioner Totten was officially sworn in on March 25, 2025. The Chair and Board welcomed Mr. Totten.

Agenda:

Chairman Yarbrough added agenda item #11 to Action Items:

- Approval of an Outside Firm for Legal Representation for the County

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

Presentations:

Presentation on Opioid Settlement

Deputy County Manager Williamson introduced the item. She presented a PowerPoint presentation that outlined strategies for 2026. She noted that her presentation consisted of a collaboration of ideas and proposals from the Opioid Committee. She reminded the Board that the funds must be used to support individuals with opioid use disorder. She stated that the County had collected \$607,844.53 year-to-date. The County will continue to receive funds over the next 18 years. The strategies are designed to be funded for one year with the flexibility to evaluate their effectiveness at the end of the year. If the Committee or the Board feels the strategy is not yielding the desired outcomes, the County is not obligated to fund it for the following fiscal year. She added that the Opioid Committee will continue to monitor the strategies, making adjustments as necessary to have the greatest impact and success.

North Carolina will receive over \$1.4 billion between 2022 and 2038. 85 percent of the funds will go to counties and a few cities. Caswell County will receive over \$2 million. The payments will be reduced over time.

Ms. Williamson named options for settlement funds which include community planning, medication, treatment, and harm reduction, quality of life support and improvement, interventions for minors and support for individuals in the justice system.

The Opioid Advisory Committee recommended five strategies for approval. One strategy was approved by the board for funding from July 2024 through June 2026 – medications for Opioid Use Disorder (MOUD) Program at the jail. The other four strategies were not approved at the time, but staff is asking for approval as part of the budget process.

MOUD in Jails (Exhibit A, Strategy 11) – approved by BOC in FY 2025 \$164,637 over two years. This would provide new offerings for incarcerated individuals, in line with ADA requirements to avoid potential lawsuits. Nurse coverage would be expanded to include Saturday and Sunday to administer medication and fulfill other needs. The Sheriff's Department has currently spent \$36,010.34. \$82,3518.50 will be available for FY 2026.

Reentry Program (Exhibit A, Strategy 12) – intended to connect individuals to treatment following release from jail; support in navigating benefit applications through Starting Point Rural Harm Reduction Coalition (SPRHRC); and funding for continued treatment through individual providers. The Committee recommends \$20,935 for medication support and \$5,000 for SPRHRC. She noted this would be beneficial once inmates were released to assist with opioid disorder.

Syringe Service Program (Exhibit A, Strategy 9) – Through the Solid Waste Department, safe sharp disposal boxes would be built and maintained at disposal sites. Through SPRHRC, connections to care and education would be provided; naloxone, and harm

reduction supplies would be offered to individuals who use drugs as well as their loved ones. The Committee recommends \$42,428 for Solid Waste for construction and upkeep and \$15,000 for SPRHRC for services and operating costs. She noted that these strategies work together in helping to reduce health risks—clean needles and safe disposal. The disposal boxes can also be used for insulin needles. It could help with needles being tossed into the landfill. Boards affixed at the sites would have educational resources available. Caswell County does not currently have a Syringe Service Program (SSP).

Early Intervention (Exhibit A, Strategy 6) – program offered through Piedmont Community College to identify and provide services to children/adolescents who may be experiencing an OUD or mental health issues in Caswell County Schools and beyond; provide training to other trusted adults to support these children and adolescents. The Committee recommends \$70,000 to fund a part-time position and other training and resource needs. The goal is to reach the individuals at an early age.

Collaborative Strategic Planning (Exhibit A, Strategy 1) – intended to support community engagement efforts; provide refreshments, space rentals, and other engagement tools. The Committee recommends \$6,000 to be used at the discretion of County administration.

Ms. Williamson stated that the presentation was an opportunity for the Board to hear about and discuss different strategies prior to budget approval. No action was requested at this meeting.

Vice Chair Rose asked if all the fire departments would have Narcan on their trucks. Ms. Williamson will have further conversations to be sure that every fire department knows that they have access to the Narcan. Vice Chair Rose suggested reaching out to the fire association. He expressed concern about the shelf life of Narcan on the trucks. He asked about the syringe program location. Ms. Williamson responded that if it is approved, the goal is to have it located where most calls are received. She stated that Pelham is one of the highest call areas. The mobile program will be kept in town. She added that the Board has discretion regarding the locations. Vice Chair Rose thanked Ms. Williamson and the group for their work on this matter.

Discussion Items:

Discussion on How to Allocate Increased Cost of Health Insurance

County Manager Paschal introduced the item. She reminded the Board that the health insurance premiums would increase by 6 percent next year. The Board decided to remain with NCSHP. It would cost \$200,000 to pay back claims incurred in the current plan but paid after July 1 if the County changed providers. She stated that the final decision that the Board needed to make is what the employees' share of the health insurance will be prior to open enrollment and getting materials ready.

Ms. Paschal shared different cost scenarios for the Board to consider. The County could absorb the \$143,000 increase; the County and employees could split the cost 50/50 which would be \$71,760. Employees could pay 2/3, which would be \$46,800 and if the employees funded the entire increase, there would be no additional cost to the County.

Ms. Paschal spoke about the morale issue and turnover and suggested that the County absorb as much of the cost as possible.

Commissioner Ingram recommended that the County absorb the increase to help retain employees.

Commissioner Smith suggested an option that the County pay 90 percent, and the employees pay 10 percent. 125 employees are signed up for the basic coverage.

Chairman Yarbrough clarified that the County paid the same amount no matter which plan the employee selected. No employee receives more coverage than another.

Commissioner Totten mentioned that a family plan would be more and a person who made \$35,000 might find it hard to pay.

Commissioner Smith made a motion that the County pay 90 percent and the employee pay 10 percent of the \$143,000 increase. The motion died for lack of a second.

Commissioner Ingram made a motion seconded by Vice Chair Rose that the County absorb the \$143,000 increase.

Vice Chair Rose spoke about the difficult time the County has with recruiting and retaining employees. He acknowledged it was hard to compete with higher salaries.

Commissioner Totten asked if there was an increase last year. Manager Paschal replied that there was a 4 percent increase last year.

The motion carried unanimously.

Discussion on Economic Development Next Steps

County Manager Paschal recapped that economic development was one of the Board's major goals citing the need to construct shell buildings. She reached out to four major economic developers in the State. All four entities agreed that the next best step would be due diligence on the Pelham or Yanceyville site. Due diligence has not been done on either site. It is a precursor to site development. Golden Leaf has grant opportunities for both due diligence and site development. They will fund up to \$50,000 for due diligence and up to \$1.5 million for site development. They do not have any grant funding

opportunities for shell buildings. The State of North Carolina developed a pilot program for constructing shell buildings, and it is possible that the State will continue the funding in the future. If the sites are ready for construction, the County will be in a better position to take advantage of the funding.

Pelham may be the better site to begin with. A large part of the Yanceyville site is part of the same tract as the Senior Center. The first step there would be to subdivide the site from the Senior Center.

In speaking with David Ross, an engineer, he advised that both sites would not be funded. Golden Leaf will give the County up to \$50,000 for due diligence. The cost estimate is \$71,850 for due diligence for only the Pelham site. The remainder of the due diligence, \$21,850 would need to be included in the upcoming budget. Mr. Ross also provided the name of a grant writer, Joyce French, who has experience in writing grants for Golden Leaf. She has agreed to write the grant for \$5,000. The current economic development budget has sufficient funds to cover the cost of the grant writer.

A boundary survey to subdivide the Yanceyville property will cost \$12,000. If next year, the County decided to apply for due diligence, Golden Leaf would fund the boundary survey.

Administration recommended moving ahead with the grant proposal for \$5,000.

Commissioner Smith asked the deadline for submitting the application. Ms. Paschal responded that it was rotating, and no yearly date was set. If the County does not receive the grant, there will be a prototype for submitting the next grant application. Commissioner Smith reminded the Board that the County received approximately \$26,000 in timber sales which could cover the remainder of the due diligence. He added that it was a big step in working toward constructing shell buildings.

Commissioner Totten clarified that there would be a prototype if the funding was not received.

The Board gave consensus to move ahead.

Discussion on Personnel Policy Amendment

County Manager Paschal recapped the request from Chairman Yarbrough at the February 17, 2025 meeting to amend the personnel policy. The purpose of the amendment is to make it clear that employees who are volunteer firefighters may leave their jobs to respond to fires as long as they clock out from their County job. The amendment states:

“Caswell County local government supports local volunteer fire departments in the County as the backbone of public safety. Therefore, any County employee who is a member of a volunteer fire department in Caswell County shall be allowed to respond to calls for service during their work hours. The only requirement is that they will not be on the clock and will notify their supervisor as soon as possible and no later than by the end of the day.”

Chairman Yarbrough commented that Caswell County has a predominant volunteer fire service. During the day, those personnel can be stretched thin. He added that he does not have a problem with employees leaving their County job for fire calls as long as they are off the clock and notify their employer. He reiterated that these are volunteer positions and no pay is received for their service.

Commissioner Totten agreed with the Chair. He felt everyone benefited from the proposal.

Vice Chair Rose spoke as a 34-year firefighter volunteer. He noted that there are not many young people who sign up for the job. He supported the dedicated firefighters who serve the citizens of the County.

Commissioner Smith made a motion seconded by Vice Chair Rose to approve the amendment to the Personnel Policy. The motion carried unanimously.

Action Items:

Approval of Fee and Sponsorships for new Meals on Wheels Clients

County Manager Paschal stated that the current Block Grant funding does not allow the Senior Center to serve all eligible clients. There are 45 individuals on the waiting list. The Senior Center has been informed that the funding for next year will be flat or possibly reduced. The Senior Services Director would like to implement a private pay service for Meals on Wheels. By adding the private pay service, the Senior Center will be able to provide meals for those who can afford to pay while they wait to be served by the Block Grant. The Block Grant considers age—not income. The proposal is to charge a slightly higher fee to accumulate funds and possibly add additional clients.

Churches throughout the County would like to support the Senior Center and they would like to establish a sponsorship program whereby meals would be sponsored for a senior for a year. The cost of the sponsorship would be the County’s current cost for the meal.

The Board would have to set any fees that are approved. The Senior Center is requesting to charge \$6.50 per meal for private payees. The Senior Center proposes to charge sponsors \$5.21 per meal. The revenues would be accounted for separately.

Vice Chair Rose commented that the Wheels on Meals program was more than just meals. Someone actually checks on the meal recipient. If there is no response, a call is made to emergency personnel.

Commissioner Smith inquired about the number of days clients receive meals. Ms. Paschal confirmed that meals were received 5 days a week.

Chairman Yarbrough wanted to ensure that the additional meals would not overload the volunteers. Manager Paschal will follow up on the volunteer status. Action will be taken at the next meeting.

Approval of Outside Firm for Legal Representation in Possible Pending Legal Matter

Commissioner Smith made a motion seconded by Commissioner Ingram to approve an outside firm for possible legal representation. The motion carried unanimously.

County Manager Updates:

County Manager Paschal informed the Board that the photographer would be present at the next meeting at 6:00 pm for headshots.

Commissioners who have not taken the online class through the Local Government Commission must do so by April 15th. She will send a link out for the training.

County Manager Paschal informed the Board that she received a call from the Interim Finance Officer regarding an invoice from IRS in the amount of \$103,680. Penalties will incur if not paid by April 14th. The invoice results from actions taken in 2018. The Board will need to suspend the rules to appropriate the payment of \$103,680 from the fund balance.

Chairman Yarbrough asked for more detail. Manager Paschal felt the issue was a 1099 issue that caused the penalty assessment.

Vice Chair Rose asked if it was the first notice from IRS. Manager Paschal responded that it was not; however, it was the first that she and Interim Finance Officer Miller had been notified. The Interim Finance Officer checked the previous Finance Manager's emails and found evidence of correspondence with IRS.

Commissioner Smith asked if negotiations were an option. The Board wanted to know if this was an isolated incident or if there were more penalties to come. Manager Paschal will contact the IRS to find out if there are more penalties and if negotiation is possible.

A motion was made by Commissioner Smith and seconded by Commissioner Ingram to suspend the rules and appropriate \$103,680 from the fund balance to pay penalties assessed by the Internal Revenue Service. The motion carried unanimously.

County Attorney Updates:

In the matter of Public Service Company of North Carolina and Enbridge Gas of North Carolina v. Caswell County, this case has come to a close. A voluntary dismissal will be filed this week. Caswell County was only named as a party because the property owners owed delinquent taxes. The delinquent taxes have been paid.

In the matter of Caswell County v. Amy Lynn Murrell 24CVD379 in the Caswell County District Court Division regarding a tax foreclosure. The last upset bid was in the amount of \$12,730.02. The last day for the next upset bid is April 17th and the amount of the new upset bid is \$15,000.

Commissioner Comments:

Commissioner Smith thanked the North Carolina Association of County Commissioners for all the support given to Caswell County.

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, which is hereby acknowledged NCGS 143-318.11(a)(3); to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee allowed under NCGS 143-318.11(a)(6); and to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, which privilege is hereby acknowledged in NCGS 143-318.11(a)(4); and to consider and give instructions to an attorney concerning the handling of a claim.

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

The Board returned to open session and the following action was taken:

Commissioner Smith moved, seconded by Commissioner Totten, to set the date for public hearing for economic development incentives for an unnamed company, for April 21, 2025. The motion carried unanimously.

Vice Chair Rose moved, seconded by Commissioner Ingram, to amend the complaint in opioid litigation to withdraw action against 12 non PBM defendants. The motion carried unanimously.

Adjournment:

Commissioner Smith moved, seconded by Commissioner McVey, to adjourn the meeting. The motion carried unanimously, and the meeting was adjourned at 7:55 pm.

Respectfully submitted,

Renee Paschal
Interim Clerk to the Board

Tim Yarbrough
Board Chair



AGENDA FORM

TO: Caswell County Board of Commissioners

FROM: Renee Paschal, Interim County Manager

SUBJECT: Public hearing on economic development incentives for Cherokee Tobacco Company

BACKGROUND INFORMATION:

Cherokee Tobacco has announced plans to relocate its business to Caswell County in the Pelham Industrial Park. In making the decisions to relocate, Cherokee Tobacco relied on the promise of local economic development incentives, as asserted in the attached affidavit from the company's owner. The county adopted an incentives policy for economic development in 2018, which is attached.

Cherokee has provided the following information on the project in relation to the policy, which has been scored according to the incentives policy.

- The project will create 39 jobs (24 points)
- The company will pay an average wage of \$65,154, which is greater than the county average of \$45,278, but less than the state average of \$67,474 (12 points)
- The company will pay the full cost of health insurance for full-time employees and provides paid vacation (7 points)
- The projected investment is \$14,250,000 (27 points)
- The company is relocating its headquarters to Caswell County (7 points)

The project scores 77, which qualifies it for Level 4 incentives. The estimated cash incentives are as follows:

	Estimated Taxes Paid	Level 4 Percentage	Estimated Cash Incentive
Year 1	83,362.50	90%	75,026.25
Year 2	83,362.50	80%	66,690.00
Year 3	83,362.50	70%	58,353.75
Year 4	83,362.50	60%	50,017.50
Year 5	83,362.50	50%	41,681.25
Total	416,812.50		291,768.75

Before the cash incentives are paid, the company has to first pay its property taxes and verify the information used to score the project. If the project investment and number of jobs are not reached, along with the other items scored, the project would not receive the incentives.

North Carolina law also requires that the local government execute an agreement with the company for payment of incentives. The County Attorney has prepared the attached draft agreement. As long as no material change is made to the agreement, staff requests approval of the agreement on April 21. If material changes are made to the agreement, the agreement will be brought back to the Board of Commissioners for consideration.

STAFF RECOMMENDATION, IF APPLICABLE:

N/A

RECOMMENDED ACTION/MOTION:

No action is requested at this meeting. The resolution and agreement are attached for the Board's review.

FISCAL IMPACT:

Over the five-year period of incentives, the estimated cash incentive totals \$291,768.75. However, over the same time period, it is estimated that the project will generate approximately \$125,043.75 in additional tax revenue above the amount of the cash incentives to be paid out.

ATTACHMENTS:

Draft Economic Development Incentives Agreement

Draft Resolution

Caswell County Economic Development Incentive Policy

Affidavit from Cherokee Tobacco

Letter from Interim County Manager regarding incentives

(DRAFT)

**Resolution Authorizing Incentives Contract with JEB International
Manufacturing Co. and Cherokee Tobacco Company**

WHEREAS, North Carolina General Statute 158-7.1 authorizes a county to undertake an economic development project by extending assistance to a company in order to cause the company to locate or expand its operations within the county; and

WHEREAS, the Board of Commissioners of Caswell County has held a public hearing to consider whether to participate in an economic development project with JEB International Manufacturing Co. (also known as Cherokee Tobacco Company), hereafter referred to as "Company" by reimbursing Company, for economic development activities at the facility to be constructed at Pelham Industrial Park. Company will construct a facility for the manufacturing of cigarettes, machine made cigars and pipe tobacco, making an investment of at least \$14,500,000 and creating 39 new full-time jobs in Caswell County, paying an average annual wage at the facility in excess of the State's average; and this determination of the annual wage at the facility is based upon materials provided to the County by Company [based upon data submitted to the State of North Carolina, and materials provided at that time to the County by Company]; and

WHEREAS, this economic development project will stimulate, diversify, and stabilize the local economy, promote business in the County, and result in the creation of a substantial number of jobs in the County that pay at or above the average annual wage in the County (the average wage in Caswell County is \$45,278 as determined by the North Carolina Department of Commerce); and

WHEREAS, Caswell County wants the Company to relocate to Caswell County from its present location at 1057 Bill Tuck Highway, South Boston, Virginia 24592.

WHEREAS, Company would have located its operations outside the State of North Carolina, but for the County's participation (see attached affidavit); and

WHEREAS, In a letter dated **October 24, 2023 (see attached)**, the Interim County Manager offered Company property tax incentives to relocate their existing manufacturing facility to Pelham Industrial Park;

WHEREAS, Company ultimately relied on the above-mentioned letter and property tax incentives from the Interim County Manager in considering to relocate to Caswell County;

WHEREAS, County will fund these payments with available revenues in its General Fund and these payments will be less than the property tax revenue paid by the company;

THE BOARD OF COMMISSIONERS OF CASWELL COUNTY THEREFORE RESOLVES THAT:

1. The County is authorized to expend up to \$291,768.75 of county funds for the Company's project.
2. As consideration for the County's participation, Company has contractually agreed to construct on the property a manufacturing facility of cigarettes, machine made cigars and pipe tobacco, and this facility will generate property tax revenues over the next 10 years in an amount that exceeds the County expenditure.
3. A copy of the contract, entered into pursuant to subsection (h) of G.S. 158-7.1, is attached to this resolution. The contract outlines the terms of the County's participation and contains recapture provisions in the event that the Company fails to perform its obligations.
4. The Board approves these incentives in an open meeting to attract businesses to Caswell County.
5. The attached contract between the County and Company is approved.
6. The Chairman of the Board of Commissioners is authorized to execute the contract and any other documents necessary to the project on behalf of the County and to participate in an economic development incentives agreement with the Company as further described herein, subject to a pre-audit certificate thereon by County Finance Director, if applicable and approval as to form and legality by the County Attorney.

This the _____ day of _____, 2025.

Caswell County

BY: _____ (SEAL)
Tim Yarbrough, Chair, Caswell County
Board of Commissioners

ATTEST:

Renee Paschal, Interim Clerk to the Board

Caswell County

Economic Development Incentive Policy

The Caswell County Economic Development Incentive Policy provides a framework for evaluating economic development projects including, but not limited to, establishment of new businesses in the County and expansions of existing businesses. By utilizing a point system to grade each development project, the number of points that a project scores shall be used to determine the value of the financial incentive grant that the County may award to that specific project.

The monetary value of each financial incentive grant shall be directly determined by the amount of investment by the company, jobs created, wage levels, and business characteristics. All companies need to be considering other business locations outside of the state of North Carolina as a part of their search process. The grant is determined by the projects score, as detailed below. Grant awards are only made after the company has paid its annual County (and county if applicable) property tax and utility bills or other fees owed the County.

Under this incentive policy, companies may qualify for, but are not guaranteed, a financial incentive grant. The County reserves complete discretion in determining which eligible projects warrant a financial incentive grant. The County will use criteria outlined in this document and other policy documents to accept, reject or modify the grant amount.

This policy only addresses one form of incentive that the County may offer: financial grant awards determined by property tax amounts. The County may, at its discretion, offer other kinds of incentives to companies in addition to, or instead of, this type of financial incentive. The total value of incentives, cash and otherwise, will not exceed the amounts in this policy unless approved by the County.

Payment Process: For purposes of any incentive grant, the all eligibility factors shall be assessed by Caswell County on January 1 following the first full year of project completion. Financial incentive grants will be paid in agreed upon annual installments. The first of the annual installments will be paid 30 days after the tax payment for the then-current year has been received by Caswell County (if located within the County) and after the entity notifies the County of and establishes its compliance with all of the terms and conditions of such incentive grant. Notwithstanding the foregoing, any annual grant installment may be delayed or withheld if the grant recipient is delinquent in the payment to the County of any taxes, utility bills, or other fees owed the County.

JOBS		POINTS
Number of Jobs Created	1-9	18
	10-19	20
	20-29	22
	35 & above	24
	Maximum Points	24
Wage Level of New Jobs	100% of County Average or Greater	10
	Greater than County Average but less than State Average	12
	State Average or Greater	16
	Maximum Points	16
Quality of New Jobs	Total Employer Paid Health Insurance	5
	Partial Employer Paid Health Insurance	3
	Retirement Benefits	2
	Paid Vacation	2
	Educational Benefits	2
	Maximum Points	11
CAPITAL INVESTMENT		POINTS
Amount of Capital Investment	under \$100,000	17
	\$100,001-\$250,000	21
	\$250,001-\$500,000	23
	Above \$500,000	27
	Maximum Points	27
BUSINESS CHARACTERISTICS		POINTS
Company Headquarters Located in County		7
Minority/Woman/Veteran/Disabled Owned Business		5
Building Reuse		5
Existing Business		5

Category	Maximum Number of Points
Jobs	51
Capital Investment	27
Business Characteristics	22
TOTAL POINTS	100

Number of Points Needed for Incentive Level

Total Points	Incentive Level
40-49	1
50-59	2
60-69	3
70-79	4
80 & Above	5

Incentive Award as a Percentage of Property Tax (Only Improvements Eligible)

Year	Level 1	Level 2	Level 3	Level 4	Level 5
1	70%	75%	80%	90%	90%
2	60%	65%	70%	80%	80%
3	50%	55%	60%	70%	75%
4	40%	45%	50%	60%	70%
5	30%	35%	40%	50%	60%

Caswell County

Economic Development Incentive Policy

Definitions and Standards

Number of Jobs Created

- Each business agrees to create a specific number of “new jobs”.
- Definition: unless otherwise specified, “new jobs” are new, permanent employment positions held by full-time employee.
 - A “new job” is new only if it is created after the County approves the incentive agreement.
 - To be considered permanent, a “new job” must be retained for at least the period of the incentive agreement.
 - Full-time employees work at least 35 hours/week, year-round.
 - Part-time positions may be combined into full-time equivalent positions in order to qualify for points, as long as the part-time positions are retained for at least the period of the incentive agreement.
 - The number of full-time equivalent positions shall be calculated by adding the number of part-time hours per each newly created job and dividing by 40. Part-time positions must require employees to work at least 20 hours/week.
 - Permanent, seasonal positions can be combined into full-time equivalent positions using a 12/12 computation (e.g. a six-month position would equate to 6/12 of a year-round full-time position; it could be combined to with another six-month position to equal a full time position).
 - So long as an incentivized company creates a new job as defined by the agreement between the County and the company, the company may replace the employee filling such position at its discretion.
- For the purposes of this policy, temporary employees may be eligible, at the discretion of the County, to fill new jobs.
- If company has pre-existing jobs in the County created prior to the date of its agreement with the County, it must retain these jobs in addition to creating new jobs for the period of the incentive agreement.

- *Monitoring data sources:* The County shall use and the company shall grant the County access to any and all North Carolina Department of Commerce Division of Employment Security's Employer's Quarterly Tax and Wage Reports (NCUI 101), company payroll records and/or other documentation which the County may request.

Wage Level of New Jobs

- Applies to average wage, excluding benefits, for all new jobs.
- Align with Bureau of Labor Statistics average weekly wage in Caswell County and NC for most recent quarter available (to obtain latest wage information, visit <http://www.bls.gov/cew/#databases>, click the Series Reports link at the bottom of the page and plug in the numbers above).
- *Monitoring data sources:* The County shall utilize the North Carolina Department of Commerce Division of Employment Security's Employer's Quarterly Tax and Wage Report (NCUI 101). The County shall also utilize company documentation.

Quality of Jobs

- *Monitoring data sources:* The County shall use and the company shall grant the County access to company benefit documentation (including but not limited to employees' W-2s for health insurance.)

Level of Capital Investment

- Increase in ad valorem tax value of real or personal property located in Caswell County and owned directly by the company. Baseline is assessed tax value prior to agreement. Assessed value both before and after agreement to be determined by County Tax Assessor.
- Capital investment made before the County Commission approves the incentive agreement does not qualify and the County will not consider it during the application process.
- Capital investment includes real property, new machinery, equipment and other items taxed as business personal property. New machinery and equipment must not be currently taxed in the County and must not be installed to replace existing business personal property in the County. Capital investment in the incentivized project must be subject to County property taxes from installation and/or construction for the full term of the incentive agreement.

- *Monitoring data sources:* The County shall utilize tax records.

Minority/Woman/Veteran/Disabled Owned Business

- Definition: A business enterprise in which 51% or more of the business is owned, operated and controlled by citizens or permanent resident aliens who are women, ethnic/racial minorities, veterans, or persons with mental or physical disabilities.
- *Monitoring data sources:* The County shall use and the company shall grant the County access to company records, as well as MWBE certification (for online record of certification, visit mwbe.com/dir/directory.htm), DBE certification (for online record of certification, visit: <https://partner.ncdot.gov/VendorDirectory/default.html>) or NCHUB certification.

Company Headquarters Located in the County

- Company headquarters must be located within physical boundaries of Caswell County to earn points.
- Headquarters have been defined variously as the company's principle place of business, center of operations or "the actual center of direction, control and coordination, i.e., the 'nerve center,'" of the company.
- *Monitoring data sources:* Does not require monitoring.

Building Re-use

- Company reuses a vacant building, defined as vacant with no business operations for six months or more.
- *Monitoring data sources:* Does not require monitoring.

Existing Business

- Company is an existing business that has been in operation in Caswell County for at least six months.
- Company needs to be considering relocating the business outside of the state of North Carolina as a part of their expansion process.
- *Monitoring data sources:* Does not require monitoring.

AFFIDAVIT

WITNESSETH:

WHEREAS, the Declarant, Jay Barker, is the owner of JEB International Manufacturing Co. and Cherokee Tobacco Company (hereinafter referred to as "JEB") which is currently located at 1057 Bill Tuck Highway, South Boston, VA 24592;

WHEREAS, JEB explored options of relocating their business from Virginia to North Carolina;

WHEREAS, JEB researched economic development incentives that might be available for companies wishing to relocate to North Carolina;

WHEREAS, Caswell County, North Carolina has adopted an economic development incentives policy;

WHEREAS, JEB discussed economic development incentives with officials from Caswell County, North Carolina;

WHEREAS, JEB was guaranteed cash grants to relocate from Virginia to Caswell County, North Carolina including a cash grant schedule over a five-year period;

WHEREAS, this guaranteed offer was extended to JEB in the form of a letter dated October 24, 2023 and prepared by then Interim Caswell County Manager, Tony Smith;

WHEREAS, the cash grant schedule outlines that Caswell County agrees to reimburse JEB pursuant to a cash grant schedule described as follows:

Year One - \$66,150
Year Two - \$58,800
Year Three - \$55,425
Year Four - \$51,450
Year Five - \$44,100
TOTAL - \$275,625

WHEREAS, JEB deems the above cash grants necessary to relocate from Virginia to the Pelham Industrial Park in Caswell County, North Carolina;

WHEREAS, JEB is relying on these cash grants in their decision to move from Virginia to Caswell County, North Carolina ;

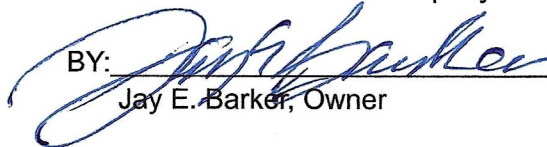
WHEREAS, JEB will absolutely not move to Caswell County, North Carolina without these cash grants;

NOW, THEREFORE BE IT ALSO RESOLVED, the Declarant hereby gives written notice that JEB will not relocate to the Pelham Industrial Park in Caswell County, North Carolina unless they receive the above listed cash grants;

IN TESTIMONY WHEREOF, the Declarant sets its hand and seal the day and year first set out above.

This the 24 day of February, 2025.

JEB International Manufacturing Co.
Cherokee Tobacco Company

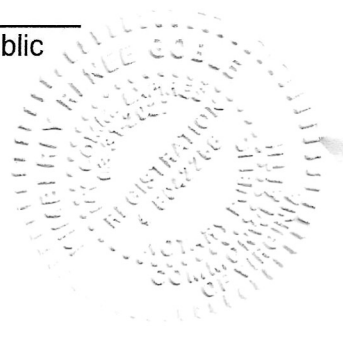
BY:  (SEAL)
Jay E. Barker, Owner

STATE OF Virginia, COUNTY OF Pittsylvania
I, a Notary Public of the State and County aforesaid, certify that **Jay E. Barker**, personally appeared before me this day and he acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 24 day of February, 2025.

My commission expires: 3/27/2027


Notary Public

Kim Goble
Typed/Printed name of notary public





Office of Administration

Caswell County
144 Court Square
Yanceyville, NC 27379

(336) 694-4193 FAX (336) 694-1228

CASWELL COUNTY

JEB International Manufacturing Co.
1057 Bill Tuck Highway
South Boston, VA 24592
Attn: Jay Barker

October 24, 2023

Dear Mr. Barker,

Caswell County is pleased to offer JEB International property tax incentives to relocate your existing manufacturing facility to our Pelham Industrial Park.

In June of 2018, our Economic Development team implemented a tax refund agreement which returned dollars to firms such as yours to encourage investment in our County. The agreement bases incentive amounts on the following criteria: number of jobs created, capital investment, and business characteristics.

Bases on the data submitted to the state of North Carolina in August of this year, JEB International will create fifty new jobs with a wage in excess of the States average. Additionally, your capital investment is estimated at ten million dollars including property, structures, and equipment.

In summary, Caswell County agrees to reimburse JEB International over a five-year period as per the following schedule:

- Year One = \$66,150
- Year Two = \$58,800
- Year Three = \$55,425
- Year Four = \$51,450
- Year Five = \$44,100
- Total = \$275,625

Annual reimbursements will be paid the year following receipt of JEB International's annual tax levy payment to Caswell County.

Once again, we are excited to partner with JEB International to meet the needs and common goals of both parties.

Best Regards, 
Tony Smith, Interim County Manager

Category	Maximum Number of Points
Jobs	51
Capital Investment	27
Business Characteristics	22
TOTAL POINTS 100	

Number of Points Needed for Incentive Level

Total Points	Incentive Level
40-49	1
50-59	2
60-69	3
70-79	4
80 & Above	5

Incentive Award as a Percentage of Property Tax (Only Improvements Eligible)

Year	Level 1	Level 2	Level 3	Level 4	Level 5
1	70%	75%	80%	90%	90%
2	60%	65%	70%	80%	80%
3	50%	55%	60%	70%	75%
4	40%	45%	50%	60%	70%
5	30%	35%	40%	50%	60%

JOBS		POINTS
Number of Jobs Created	1-9	18
	10-19	20
	20-29	22
	35 & above	24
	Maximum Points 24	
Wage Level of New Jobs	100% of County Average or Greater	10
	Greater than County Average but less than State Average	12
	State Average or Greater	16
	Maximum Points 16	
Quality of New Jobs	Total Employer Paid Health Insurance	5
	Partial Employer Paid Health Insurance	3
	Retirement Benefits	2
	Paid Vacation	2
	Educational Benefits	2
	Maximum Points 11	
CAPITAL INVESTMENT		POINTS
Amount of Capital Investment	under \$100,000	17
	\$100,001-\$250,000	21
	\$250,001-\$500,000	23
	Above \$500,000	27
	Maximum Points 27	
BUSINESS CHARACTERISTICS		POINTS
Company Headquarters Located in County		7
Minority/Woman/Veteran/Disabled Owned Business		5
Building Reuse		5
Existing Business		5

Caswell County

Economic Development Incentive Policy

The Caswell County Economic Development Incentive Policy provides a framework for evaluating economic development projects including, but not limited to, establishment of new businesses in the County and expansions of existing businesses. By utilizing a point system to grade each development project, the number of points that a project scores shall be used to determine the value of the financial incentive grant that the County may award to that specific project.

The monetary value of each financial incentive grant shall be directly determined by the amount of investment by the company, jobs created, wage levels, and business characteristics. All companies need to be considering other business locations outside of the state of North Carolina as a part of their search process. The grant is determined by the projects score, as detailed below. Grant awards are only made after the company has paid its annual County (and county if applicable) property tax and utility bills or other fees owed the County.

Under this incentive policy, companies may qualify for, but are not guaranteed, a financial incentive grant. The County reserves complete discretion in determining which eligible projects warrant a financial incentive grant. The County will use criteria outlined in this document and other policy documents to accept, reject or modify the grant amount.

This policy only addresses one form of incentive that the County may offer: financial grant awards determined by property tax amounts. The County may, at its discretion, offer other kinds of incentives to companies in addition to, or instead of, this type of financial incentive. The total value of incentives, cash and otherwise, will not exceed the amounts in this policy unless approved by the County.

Payment Process: For purposes of any incentive grant, the all eligibility factors shall be assessed by Caswell County on January 1 following the first full year of project completion. Financial incentive grants will be paid in agreed upon annual installments. The first of the annual installments will be paid 30 days after the tax payment for the then-current year has been received by Caswell County (if located within the County) and after the entity notifies the County of and establishes its compliance with all of the terms and conditions of such incentive grant. Notwithstanding the foregoing, any annual grant installment may be delayed or withheld if the grant recipient is delinquent in the payment to the County of any taxes, utility bills, or other fees owed the County.



AGENDA FORM

TO: Caswell County Board of Commissioners

FROM: Renee Paschal, Interim County Manager

SUBJECT: Public hearing on economic development incentives for Company B

BACKGROUND INFORMATION:

Company B currently operates in Caswell County on a family farm. The company employs 18 people and maintains solar farms from Pennsylvania to Georgia. The company is requesting economic development incentives. The county adopted an incentives policy for economic development in 2018, which is attached to the previous agenda item.

Company B has provided the following information on the project in relation to the policy, which has been scored according to the incentives policy.

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

The project scores 65, which qualifies it for Level 3 incentives. The estimated cash incentives are as follows (calculated at the minimum and maximum investment):

\$250,001 Investment

	Estimated Taxes	Level 3 Percentage	Estimated Cash Incentive	Estimated Net Taxes to County
Year 1	1,462.51	80%	1,170.00	292.50
Year 2	1,462.51	70%	1,023.75	438.75
Year 3	1,462.51	60%	877.50	585.00
Year 4	1,462.51	50%	731.25	731.25
Year 5	1,462.51	40%	585.00	877.50
Total	7,312.53		4,387.52	2,925.01

\$500,000 Investment

	Estimated Taxes	Level 3 Percentage	Estimated Cash Incentive	Estimated Net Taxes to County
Year 1	2,925.00	80%	2,340.00	585.00
Year 2	2,925.00	70%	2,047.50	877.50
Year 3	2,925.00	60%	1,755.00	1,170.00
Year 4	2,925.00	50%	1,462.50	1,462.50
Year 5	2,925.00	40%	1,170.00	1,755.00
Total	14,625.00		8,775.00	5,850.00

Before the cash incentives are paid, the company has to first pay its property taxes and verify the information used to score the project. If the project investment and number of jobs are not reached, along with the other items scored, the project would not receive the incentives.

North Carolina law also requires that the local government execute an agreement with the company for payment of incentives. The County Attorney has prepared the attached draft agreement.

STAFF RECOMMENDATION, IF APPLICABLE:

N/A

RECOMMENDED ACTION/MOTION:

No action is requested at this meeting. The draft resolution and agreement are attached for Board review.

FISCAL IMPACT:

Over the five-year period of incentives, (assuming the higher level of investment) the estimated cash incentive totals \$8,775. However, over the same time period, it is estimated that the project will generate approximately \$5,850 in additional tax revenue above the amount of the cash incentives to be paid out.

ATTACHMENTS:

Draft Economic Development Incentives Agreement
Draft Resolution

FOR DRAFT PURPOSES ONLY

NORTH CAROLINA) AGREEMENT FOR THE USE OF CASWELL COUNTY
CASWELL COUNTY) ECONOMIC DEVELOPMENT INCENTIVE GRANT FUNDS

THIS AGREEMENT is made and entered into as of the _____ day of April 2025, by and between Caswell County, North Carolina (the "County"), and Company B, hereafter referred to as the "Grantee" (the County and the Grantee are together referred to as the "Parties") as an economic development project to aid and encourage the Grantee with the location and expansion of a solar farm landscaping business lay down yard, functional shop and storage units, in Caswell County pursuant to the provisions of N.C.G.S. 158-7.1 and subject to the restrictions and conditions set forth herein.

RECITALS:

A. The County is vitally interested in the economic welfare of its citizens and the creation, retention, and maintenance of jobs for its citizens in strategically important industries and therefore wishes to provide the necessary conditions to stimulate investment in the local economy, promote business, create, retain and maintain jobs, increase the property tax base and revenues therefrom, and increase business prospects of the County, which will be made possible pursuant to this Project.

B. The Grantee proposes to relocate its business facility to a new location within the County, which includes the creation, and maintenance of full-time or full-time equivalent jobs in the County, and capital investments in building and business personal property in Caswell County by Grantee.

C. The County recognizes that the Project will bring direct and indirect benefits to the County, and conducted a public hearing on April 21, 2025, and adopted a Resolution on April _____, 2025, to authorize offering economic development incentives to Grantee to induce the Grantee to execute the Project in the County pursuant to the provisions of N.C.G.S. 158-7.1.

D. The County hereby acknowledges that the terms of this Agreement constitute a material inducement to the Grantee to locate a business facility in the County, which includes the creation and maintenance of jobs, and making taxable capital investments in the County. Similarly, the Grantee hereby acknowledges that its decision to execute the Project in the County resulted from the inducement by the County of the Incentives outlined in this Agreement. The Grantee further acknowledges that execution of the Project would not be completed without the economic development assistance of the County.

W I T N E S S E T H:

Now, therefore, in consideration of receipt of Incentives from Caswell County for executing the Project, as set forth herein, the County and the Grantee do hereby agree as follows:

I. Description of Project and Assistance:

1. The Project. The Project is defined as

(a) The location and expansion by Grantee of its company headquarters and solar farm landscaping business lay down yard, functional shop and storage units from an existing facility located at 4810 Old Hwy 86 N., Yanceyville, NC 27379, ("Facility") with a capital investment by Grantee of at least \$251,000 including \$ 126,000 in Real Property and \$ 125,000 in business personal property (collectively the requirements in this subsection are hereinafter referred to as the "Capital Investment Condition"); and

(b) The creation of at least 5 new full-time or full-time equivalent ("FTE") jobs, with an average wage of \$45,278 per year, plus paid vacation ("New Qualified Jobs") within a two-year period in the Facility, and the maintenance of all jobs for a five-year period (collectively the requirements in this subsection are hereinafter referred to as the "Jobs Condition").

2. Maximum Payment. The maximum total payment which Grantee may receive from the County shall not exceed \$ 8,775.00, if all conditions outlined in this agreement are met, as calculated pursuant to the Section I.4, which shall be paid over an Incentive Period of five years.

3. Qualified Jobs. Total New Qualified Jobs is the number of new jobs with benefits created by Grantee at the Facility, whose average annual compensation is at least \$45,278 per year. If the average annual rate of compensation for new jobs is less than \$45,278, then the lowest paying jobs will be subtracted from the Total New Qualified Jobs until the average compensation is at least \$45,278. If the number of retained jobs is less than the Retained Qualified Jobs, then the shortfall in retained jobs shall be deducted from the Total New Qualified Jobs and the incentive level will be adjusted in accordance with the Caswell County Incentives Policy.

4. Calculation of Incentive Payment. Provided that Grantee satisfies all conditions of this Agreement, County shall pay Grantee an Annual Total Incentive Payment for up to five years, calculated as follows:

Year 1: The actual taxes paid to the county (not including the fire district tax rate) will be multiplied by 80% . This amount will be granted to the company.

Year 2: The actual taxes paid to the county (not including the fire district tax rate) will be multiplied by 70%. This amount will be granted to the company.

Year 3: The actual taxes paid to the county (not including the fire district tax rate) will be multiplied by 60%. This amount will be granted to the company.

Year 4: The actual taxes paid to the county (not including the fire district tax rate) will be multiplied by 50%. This amount will be granted to the company.

Year 5: The actual taxes paid to the county (not including the fire district tax rate) will be multiplied by 40%. This amount will be granted to the company.

Calculation of Reduced Incentives

Should the Company fail to meet its minimum job commitments in any year, the County's payment for that year shall be reduced in an amount that is pro-rata for the Company's job shortfall relative to its minimum obligations to meet the job commitment for that year.

For example, if the Company has only 4 jobs at the end of calendar year 2026, the payment in calendar year 2027 (for calendar year 2027) shall be reduced in accordance with the value that is the pro rata of 4/5, or 80%. Thus, the payment for the relevant period that is only 80% of the amount of the payment for which it is otherwise eligible."

5. Incentive Payment Schedule. The Incentive Period of five years shall begin, and the County shall commence Incentive Payments, in the County fiscal year following the payment of annual property taxes by the Grantee on the capital investments related to the Project, provided that the Grantee provides documentation to the County of twelve months of qualifying capital investments and job creation, retention, and maintenance under the Project, and after the Grantee's request to commence payment of incentives under this Agreement. If the Grantee fails to qualify for any incentives within five years of the date of this Agreement, the Agreement shall terminate. Once incentive payments have commenced, the County shall pay the incentives each year thereafter within thirty days of receipt of a written request from Grantee for payment, together with sufficient supporting documentation of Qualifying Job creation, wage level and quality of jobs, and maintenance and capital investments, and any other documentation reasonably required by the County in support of the request for Annual Total Incentive Payment. Notwithstanding anything to the contrary herein, the Grantee shall not receive Incentive Payments for any period later than the fiscal year ending June 30, 2033, and Company shall not receive Incentive Payments for any fiscal year if the Grantee's request is submitted later than 6 months following the end of that fiscal year. The purchase price of the real estate may not count towards the investment value. The increase in value of the Project will be based on current value before the project and the final value after improvements and equipment purchases.

II. Reporting and Information Disclosure Requirements:

1. Payment of Incentives will be made only upon written request of the Grantee and submission to the County of appropriate documentation of Capital Investments and Job Creation and Maintenance as outlined herein and reasonably acceptable to the County.

2. The Grantee agrees that it will supply to the County an annual report containing non-confidential records, information and verification relating to Grantee's compliance with Capital Investment and Job Conditions outlined in this Agreement, in support of the written request by the Grantee for annual Incentives which confirm that the levels of Capital Investment and Job Creation, Retention, and Maintenance as outlined herein have been achieved. The Grantee agrees that, upon reasonable notice, the County shall have access to such non-confidential records of the Grantee and the Facility during normal business hours for the purposes of verifying Grantee's satisfaction of its obligations under this Agreement; and the Grantee agrees to submit such reports as the County shall reasonably request pertaining to Grantee's satisfaction of the obligations set forth in this Agreement. Job Creation, Retention, and Maintenance records to be provided to the County by Grantee shall include the monthly employment totals of Qualified Jobs.

3. Grantee shall provide such additional non-confidential information reasonably requested by the County for the purposes of verifying Grantee's satisfaction of its obligations under this Agreement within thirty (30) days of the written request by the County. Failure by Grantee to provide the information requested within thirty (30) days shall constitute an Event of Default of this Agreement, and the County may exercise the remedies outlined in Section II.5 of this Agreement.

4. Grantee shall notify the County immediately if it is appealing any County property tax valuation, or if it is claiming any exemption, during the Incentive Period. No incentive payment will be made by the County for the year of the property tax appeal or claim for exemption and any subsequent year until the matter is finally adjudicated. Upon final adjudication of the appeal or claim, the Grantee shall notify the County, and the County shall make the incentive payment based upon the final adjudicated valuation.

5. Default, Cure Right, and Remedies.

(a) The failure of Grantee to comply with any material terms and conditions of this Agreement will constitute an event of default ("Event of Default").

(b) The County will provide the Grantee with written notice of an Event of Default. Such notice will describe the facts and circumstances associated with such Event of Default. Thereafter, the Grantee will have up to thirty (30) days to cure such Event of Default to the reasonable satisfaction of the County.

(c) Subject to the cure rights described in Section II.5(b) of this Agreement, upon an Event of Default, the County may, in its discretion, exercise one or more of the following remedies:

(i) Suspend or terminate the payment of the Incentives;

(ii) Require the repayment by the Grantee of all Incentives paid to Grantee prior to the occurrence of an Event of Default; and

(iii) Terminate this Agreement.

(d) If the County exercises its remedy to require repayment of all Incentives pursuant to Section II.5(c) of this Agreement, due to an Event of Default by the Grantee, the Grantee agrees to promptly remit to the County any payments of Incentives previously received by the Grantee which have been paid or received by the Grantee in violation of the provisions of this Agreement.

(e) Except as otherwise provided herein, failure to fully achieve the Job Condition or the Capital Investment Condition shall not constitute an Event of Default, but shall be subject to reduced Incentives as provided in Section I.4 of this Agreement.

6. Grantee shall not be entitled to any annual economic development assistance if it is in arrears in the payment of its annual property taxes or other financial obligations to the County.

III. Public Records and Confidential Information. All non-confidential information and documents provided by the Grantee to the County shall be treated as a public record under N.C.G.S. 132-1 et. seq. All information or documents provided by the Grantee to the County and marked as "confidential" or with a similar designation under N.C.G.S. 132-1.2 will be treated by the County as confidential and will not be disclosed to any person without the prior written consent of the Grantee, if it meets the criteria outlined in N.C.G.S. 132-1.2 (1)(a-d).

IV. Other Provisions:

(1) Amendment. This Agreement may not be amended or modified except with the prior written consent of all parties.

(2) Applicable Law; Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to any application of conflicts or choice of law principles.

(3) Assignment. This Agreement and the right to receive Incentives hereunder are non assignable without the written consent of the County.

(4) Continue Operation in County. Grantee must continue to operate its Facility in Caswell County during the term of this Agreement in order to be eligible to receive Incentive payments thereon.

(5) Reimbursement and Refund (Recapture Provisions). If the Grantee ceases operations at the Facility or otherwise ceases to use the site for the purposes contemplated herein, in either case within the five (5) year Incentive Period for any reason other than nonperformance by the County of its covenants under this Agreement, then, at the County's request, the Grantee will refund to the County, a percentage of the Annual Total Incentive Payments previously paid to the Grantee, in each case depending on the year in which the Grantee ceases operations at the Facility as determined in the following table:

(Table: Year in which operations are ceased)

Year	Reimbursement Percentage
1	100%
2	90%
3	80%
4	70%
5	60%

(6) Audit Right. The County reserves the right to require an audit by an independent certified public accountant, or may perform the audit through the use of its County staff, solely for the limited purpose of confirming the Grantee's compliance with the Capital Investment and Jobs Conditions described in Section I of this Agreement. If the County elects to undertake an audit, it shall provide the Grantee with at least thirty (30) days prior written notice and such audit will be at the County's sole expense. The Grantee will provide the County and its auditors with reasonable access to such records and the premises of the Grantee as may be necessary to conduct such audit, subject to the execution of appropriate written assurances in favor of the Grantee with respect to the preservation of the confidential information of the Grantee and third parties that is made available in the course of such audit. The County will be entitled to retain documentation from the said audit for as long as it deems necessary, and to use the audit solely for the limited purposes described above.

(7) Binding Obligation. The Parties and their respective successors, assigns, and legal representatives accept full legal responsibility hereunder for compliance with all covenants, agreements and obligations of this Agreement and with respect to all funds received hereunder from the County by the Grantee.

(8) Compliance with Law.

(a) Grantee and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of newly hired employees. Failure of the Grantee to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law.

(b) Provider hereby certifies that it is not on the North Carolina State Treasurer's lists of persons engaging in business activities in Sudan (Darfur), Iran, or boycotting Israel, prepared pursuant to NCGS §§ 147-86.43, 147-86.58, and 147-86.81, nor will Provider utilize for this Agreement any subcontractor on such lists.

(c) The Grantee and the County shall comply with all applicable federal, state, and local laws that may be required to carry out their respective obligations to be performed under this Agreement.

(d) The Grantee shall comply with all applicable employment laws, including but not limited to the Americans with Disabilities Act (ADA), the State of North Carolina Occupational/Safety and Health Act (OSHA), and the State and Federal Equal Opportunity laws, as well as the applicable regulations promulgated thereunder.

(9) Counterparts; Jurisdiction. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original. The Parties submit to the exclusive jurisdiction of the North Carolina State courts sitting in Caswell County with respect to any dispute arising under this Agreement.

(10) Entire Agreement; Authority. This Agreement is the entire agreement between these Parties as to the subject matter referenced herein, without regard to any prior agreements, understandings or undertakings, whether oral, written, electronic, or otherwise. The Parties, and each person executing this Agreement on behalf thereof, represent and warrant that they have the full right and authority to enter into this Agreement, to sign on behalf of the party indicated, and are acting on behalf of themselves, their constituent members and the successors and assigns of each of them, in each case in their official capacities.

(11) Exhibits. The attached Exhibits, as described below, are incorporated herein by reference.

Exhibit A: Capital Investment Schedule, Job Creation, Retention, and
Maintenance Schedule, and Maximum Job Incentive

Exhibit B: Estimated Cash Incentive Schedule

(12) Further Action. The Parties acknowledge that further actions are not legally necessary under North Carolina law to implement the terms of this Agreement in a lawful manner. The Parties agree that if this Agreement is challenged by a third party in a court of law, they shall cooperate with the County in defense of the Agreement.

(13) Hiring Practices. The Grantee will use reasonable efforts to hire, where practicable, qualified local contractors, including minority and women contractors, and for employment purposes local residents from the Caswell County area.

(14) Hold Harmless. The Grantee agrees to hold the County harmless from liability for any expenses which may be claimed against the County due to any acts or omissions by the Grantee or its employees or agents related to the administration of the Project.

(15) Notice. Notices shall be given in writing, and shall be deemed received (a) when personally delivered; (b) three business days after being deposited in the United States Mail, postage prepaid, registered or certified, return receipt requested, or (c) one business day after being deposited with an overnight commercial courier (such as, but not limited to, Federal Express), at the following addresses:

For notice to the COUNTY:

Caswell County Manager
Caswell County Government Center
144 Court Square
Yanceyville, NC 27379

WITH COPY TO:
Caswell County Attorney
144 Court Square
Yanceyville, NC 27379

For notice to COMPANY:
Company B
4810 Old Hwy 86 N.
Yanceyville, NC 27379

(16) Relationship of Entities. Nothing contained herein will be construed as establishing an employment relationship, partnership, joint venture, or agency agreement among the Parties.

(17) Severability. In the event that a court of competent jurisdiction holds that a provision or requirement of this Agreement violates any applicable law, each such provision or requirement shall be replaced with a revision which accomplishes the purposes outlined herein and shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Agreement, not contingent thereon, shall remain in full force and effect.

(18) Statutory Authority. N.C.G.S. 158-7.1 authorizes the execution of this Agreement by the Parties upon approval of the Board of County Commissioners following a public hearing.

(19) Termination. Termination of this Agreement by the County may occur for reasons described herein. This Agreement shall also terminate at the end of the five-year Incentive Period and upon payment by the County of all Incentives due, if any. Any terms and provisions which by their nature must be honored or fulfilled after termination will survive termination and be binding upon the County and Grantee until completely satisfied.

(20) Waiver of Default. Failure on the part of the County to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver of any current or future default. Further, a waiver of one provision of this Agreement is not a waiver of all or future provisions of this Agreement.

IN WITNESS WHEREOF, the Grantee has caused this Agreement to be duly executed as of the date first above written.

ATTEST:

COMPANY

Secretary

By: _____

Job Title: _____

(SEAL)

IN WITNESS WHEREOF, the County has caused this Agreement to be duly executed as of the date first above written.

ATTEST:

CASWELL COUNTY

Clerk to the Board

By: _____

Tim Yarbrough, Chair, Caswell County
Board of Commissioners

(SEAL)

PRE-AUDIT CERTIFICATE

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

, Finance Officer

APPROVED AS TO FORM:

_____, County Attorney

Exhibit A

Capital Investment Schedule

Private Investment

Direct Investment to be made by the proposed Grantee

	A	B	C	
Calendar Year	Real Property Acquisition	Real Property Construction and/or Improvements	Tangible Personal Property	Total
2025	\$225,000	\$ 100,000	\$200,000	\$525,000
2026		\$	\$	\$
2027			\$	\$
Total	\$225,000	\$100,000	\$200,000	\$525,000

Direct Investment To Be Made by the Related Member(s)

	A	B	C	
Calendar Year	Real Property Acquisition	Real Property Construction and/or Improvements	Tangible Personal Property	Total
2025				\$
2026				\$
2027				
Total				\$

Total Direct Investment (the Proposed Grantee and the Related Member(s) combined)

	A	B	C	
Calendar Year	Real Property Acquisition	Real Property Construction and/or Improvements	Tangible Personal Property	Total
2025	\$225,000	\$100,000	\$200,000	\$525,000
2026		\$	\$	\$
2027			\$	\$
Total	\$225,000	\$100,000	\$200,000	525,000\$

Exhibit B

Estimated Cash Incentive Schedule
\$250,001 Investment

	Estimated Taxes	Level 3 Percentage	Estimated Cash Incentive
Year 1	1,462.51	80%	1,170.00
Year 2	1,462.51	70%	1,023.75
Year 3	1,462.51	60%	877.50
Year 4	1,462.51	50%	731.25
Year 5	1,462.51	40%	585.00
Total	7,312.53		4,387.52

Estimated Cash Incentive Schedule
\$500,000 Investment

	Estimated Taxes	Level 3 Percentage	Estimated Cash Incentive
Year 1	2,925.00	80%	2,340.00
Year 2	2,925.00	70%	2,047.50
Year 3	2,925.00	60%	1,755.00
Year 4	2,925.00	50%	1,462.50
Year 5	2,925.00	40%	1,170.00
Total	14,625.00		8,775.00

(DRAFT)

Resolution Authorizing Incentives Contract with Company B

WHEREAS, North Carolina General Statute 158-7.1 authorizes a county to undertake an economic development project by extending assistance to a company in order to cause the company to locate or expand its operations within the county; and

WHEREAS, the Board of Commissioners of Caswell County has held a public hearing to consider whether to participate in an economic development project with Company B, hereafter referred to as "Company" by reimbursing Company, for Economic Development Activities on land located in Caswell County. Company will construct a facility for maintaining solar facilities, making an investment of at least \$251,000 and creating 5 new full-time jobs in Caswell County, paying an average annual wage equal to or greater than the county average of \$45,278. ; and this determination of the annual wage at the facility is based upon materials provided to the County by Company [based upon data submitted to the State of North Carolina and materials provided at that time to the County by Company]; and

WHEREAS, this economic development project will stimulate, diversify, and stabilize the local economy, promote business in the County, and result in the creation of a substantial number of jobs in the County that pay at or above the average annual wage in in the County (the average wage in Caswell County is \$45,278 as determined by the North Carolina Department of Commerce); and

WHEREAS, Caswell County wants the Company to locate and expand its current facilities in Caswell County; and

WHEREAS, Company would have located its operations outside Caswell County, but for the County's participation; and

WHEREAS, The County will fund these payments with available revenues in its General Fund and these payments will be less than the property tax revenue paid by the company.;

THE BOARD OF COMMISSIONERS OF CASWELL COUNTY THEREFORE RESOLVES THAT:

1. The County is authorized to expend up to \$8,775.00 of County funds for the Company's project.
2. As consideration for the County's participation, Company, has contractually agreed to construct on the property a facility for maintaining a solar farm landscaping business and this facility will generate property tax revenues over the next 5 years in an amount that exceeds the County expenditure.

3. A copy of the contract, to be entered into pursuant to subsection (h) of G.S. 158-7.1, is attached to this resolution. The contract outlines the terms of the County's participation and contains recapture provisions in the event that the Company fails to perform its obligations.
4. The Board approves these incentives in an open meeting to attract businesses to Caswell County.
5. The attached contract between the County and Company is approved.
6. The Chairman of the Board of Commissioners is authorized to execute the contract and any other documents necessary to the project on behalf of the County and to participate in an economic development incentives agreement with the Company as further described herein, subject to a pre-audit certificate thereon by County Finance Director, if applicable and approval as to form and legality by the County Attorney.

This the _____ day of _____, 2025.

Caswell County

BY: _____ (SEAL)
Tim Yarbrough, Chair Caswell County
Board of Commissioners

ATTEST:

Renee Paschal
Interim Clerk to the Board



AGENDA FORM

TO: Caswell County Board of Commissioners

FROM: Renee Paschal, Interim County Manager and Samantha Shumaker, Caswell County Section 8 Director

SUBJECT: 2025 Five-Year Public Housing Authority Plan and Public Hearing

BACKGROUND INFORMATION:

After a public hearing publicized with at least a 45-day notice, the Board of Commissioners is required to adopt a five-year Public Housing Authority (PHA). Notice of the public hearing was given on February 5, 2025 in the Caswell Messenger.

The United States Housing Act of 1937, section 5A governs the 5-Year Plan. This law requires Public Housing Agencies to submit a 5-Year Plan to the U.S. Department of Housing and Urban Development (HUD) every five fiscal years.

The PHA Plan is a comprehensive guide for housing agency policies, programs, operations, and strategies for meeting local housing needs and goals. The 5-YR PHA Plan provides insight to the future goals and most recent progress of the housing authority.

STAFF RECOMMENDATION, IF APPLICABLE:

NA

RECOMMENDED ACTION/MOTION:

Motion to open the public hearing on the Five-Year Plan.

Motion to approve the Five-Year Plan.

FISCAL IMPACT:

Submitting the Five-Year Plan allows Caswell County Section 8 to remain in compliance and continue to receive federal funding.

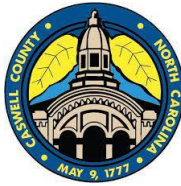
ATTACHMENTS:

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



*Caswell County Section 8 Housing
5-Year PHA Plan
Eff: July 1, 2025*





B. 5-Year Plan

B.1 Mission

The mission of Caswell County Section 8 Housing is to promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination. We will continually research alternative and innovative practices within other surrounding housing programs to better service the needs of the community. We will continue to offer a friendly environment for our tenants, vendors, and employees, while executing our plans with prudent fiscal responsibility.

B.2 Goals

The Goals of Caswell County Section 8 Housing are:

- 1. Provide affordable housing to 271 (allocated) families within our community with decent, safe, and sanitary housing.*
- 2. Apply for additional vouchers and funding when it is available.*
- 3. Maintain a strong and solvent year-end financial position and positive cash flow.*
- 4. Assure timely and accurate submission of the yearly financial audit and all required financial reports.*
- 5. Implement month-end quality control measures with our County Finance Department.*
- 6. Maintain a high performing SEMAP (Section Eight Management Assessment Program) score.*
- 7. Continue to solicit for new property owners and educate them on the Housing Choice Voucher Program and property owner responsibilities.*
- 8. Attempt to negotiate reasonable rents for Section 8 participants and rent increases from owners.*
- 9. Maintain an average success rate of 81% or higher.*
- 10. Continually educate program participants on HCV program policies and procedures; assist participants in locating community resources, and understanding the importance of budgeting and a clean living environment through periodic communication.*
- 11. Assist Section 8 participants with Budgeting and basic Financial Literacy.*
- 12. Continue to educate program participants on how to avoid eviction.*





B.3 Progress Report

Following our last 5-Year plan in 2020, the COVID19 pandemic created short-term disruptions and provoked long-lasting impacts on affordable housing. Housing Stock has become limited and rent rates have soared as a result. Many property owners are not willing to negotiate on rent rates or rent increases.

B.4 VAWA (Violence Against Women Act) Goals

Caswell County Section 8 Housing provides all applicants and participants with VAWA literature provided by HUD and acknowledgement receipts to sign. CCS8 also provides domestic violence literature provided by our local Family Services Department.

B.5 Significant Amendment or Modification

Caswell County Section 8 Housing will continue to modify any upcoming changes directed to the agency by our local and HUD officials.



Meeting Date: April 21, 2025



AGENDA FORM

TO: Caswell County Board of Commissioners

FROM: Renee Paschal, Interim County Manager

SUBJECT: Resolution approving Town of Yanceyville Fireworks Display on June 27, 2025

BACKGROUND INFORMATION:

Caswell County Building Inspections has received the attached application for a fireworks display during the Town of Yanceyville's July 4 Celebration on Jun 27, 2025. NC GS 14-143 requires that the Board of County Commissioners adopt a resolution granting authority to any city in the county to issue permits for fireworks. The attached resolution was adopted by the Board of Commissioners on March 18, 2024. However, the County Attorney and County Manager do not believe the resolution adequately conveys authority to the Town of Yanceyville and recommend that the revised resolution be adopted.

STAFF RECOMMENDATION, IF APPLICABLE:

NA

RECOMMENDED ACTION/MOTION:

FISCAL IMPACT:

ATTACHMENTS:

- Permit application
- March 18, 2024 Resolution
- Revised Resolution

CASWELL COUNTY BOARD OF COMMISSIONERS RESOLUTION

GRANTING AUTHORITY TO THE TOWN OF YANCEYVILLE TO ISSUE PERMITS FOR FIREWORKS

WHEREAS, the board of county commissioners shall adopt a resolution granting the authority to the Town of Yanceyville to conduct fireworks exhibitions, and it shall remain in effect until withdrawn by the board of county commissioners by adopting a subsequent resolution withdrawing the authority;

WHEREAS, the board of county commissioners shall charge the County Inspections Department with authority over the Town of Yanceyville to issue such permits as permissible by statute, and their subsequent authority;

NOW, THEREFORE, BE IT RESOLVED, that the Caswell County Board of Commissioners hereby acknowledge and authorize the Caswell County Inspections Department to issue permits to the Town of Yanceyville for fireworks exhibitions.

Adopted this the _____ day of _____, 2025.

Caswell County

BY: _____ (SEAL)

Tim Yarbrough, Chair, Caswell County
Board of Commissioners

ATTEST:

Renee Paschal, Interim Clerk to the Board



AGENDA FORM

TO: Caswell County Board of Commissioners

FROM: Renee Paschal, Interim County Manager

SUBJECT: Implementation of Private Pay and Sponsorships for new Meals on Wheels Clients

BACKGROUND INFORMATION:

Current block grant funding does not allow the Caswell Senior Center to serve all eligible clients with its Meals on Wheels program. Currently 45 people are on the waiting list. The Senior Center has also been informed that funding for SFY 2026 will be flat, or even reduced, which will prevent new clients from being added in the new budget year. To address this issue, the Caswell Senior Center would like to implement a private pay service for Meals on Wheels. By adding the private pay service, the Senior Center will be able to provide meals for those who can afford to pay while they waiting to be served through block grant funding. In addition to being able to feed more clients, these funds could be accumulated and allow the Senior Center to possibly add clients from the waiting list if this becomes a sustainable source of revenue.

In addition, the Senior Center has been contacted in the past by local churches who would like to support seniors in some way. The Senior Center would like to establish a sponsorship program, whereby churches could sponsor meals for one senior per year. The cost of the sponsorship would be the cost the county currently pays for meals.

This item was originally presented to the Board of Commissioners on April 7, 2025. The Chair asked if the Senior Center has sufficient volunteers to expand the meals program. According to the Senior Services Director:

In regards to the question regarding the volunteers. It will not put any more on the volunteers. Because we are over-spent, I cannot add anyone else to the meals because of course there is no more money. Some routes only have 3 or 4 clients on it where as we could have up to 15 or so on a route if we had the money. Volunteers have actually been questioning why there are not more folks on some of these routes.

We currently have 62 on hot meals. Where we normally have 100 since COVID and before COVID would average about 120-130 on hot meals.

STAFF RECOMMENDATION, IF APPLICABLE:

The Senior Center is requesting to charge \$6.50 per meal for clients paying privately for meals. The county currently pays \$5.21 cents per meal.

The Senior Center is requesting to charge sponsors \$5.21 cents per meal.

Both sources of revenue would be accounted for separately.

RECOMMENDED ACTION/MOTION:

- Motion to authorize private pay for Meals on Wheels and set a fee of \$6.50 per meal.
- Motion to authorize sponsorships for Meals on Wheels clients and set a sponsorship amount of \$5.21 per meal.

FISCAL IMPACT:

Essentially, this program would allow the county to feed more seniors without a cost to the county.

ATTACHMENTS:



AGENDA FORM

TO: Caswell County Board of Commissioners

FROM: Renee Paschal, Interim County Manager

SUBJECT: Motion to amend the Caswell County Board of Commissioners Code of Ethics

BACKGROUND INFORMATION:

In response to closed session items being released recently, the County Attorney has contacted the UNC School of Government. If the Board of Commissioners wishes to prevent disclosure of closed session items (some of which are protected by law and some of which expose the county to liability), the School of Government recommends that the board amend its code of ethics to make it clear that releasing closed session items prematurely is a violation of the code. At the March 17, 2025 meeting, the Board of Commissioners adopted the following language to amend the Code of Ethics.

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

In addition, at the March 17, 2025 meeting, the Board of Commissioners discussed adding the provision of censure for releasing closed session matters to the Code of Ethics Policy. The Board directed the County Attorney to draft language for this and bring to a future board meeting.

STAFF RECOMMENDATION, IF APPLICABLE:

N/A

RECOMMENDED ACTION/MOTION:

The County Attorney has drafted the attached resolution for consideration.

FISCAL IMPACT:

ATTACHMENTS:

Resolution

CASWELL COUNTY BOARD OF COMMISSIONERS RESOLUTION

Adopting a Provision for Censure for Release of Closed Session Matters

NOW, THEREFORE, BE IT RESOLVED, that the Caswell County Board of Commissioners hereby amends its Code of Ethics Policy with the following language:

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

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

Adopted this the 21st day of April, 2025.

Caswell County

BY: _____ (SEAL)

Tim Yarbrough, Chair, Caswell County
Board of Commissioners

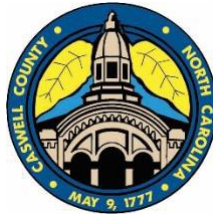
ATTEST:

Renee Paschal, Interim Clerk to the Board

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: _____

Home Address: _____

City: _____ Zip Code: _____

Phone: _____ Email: _____

Place of Employment: _____

Please list any County Boards you currently serve on: _____

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. _____ B. _____ C. _____

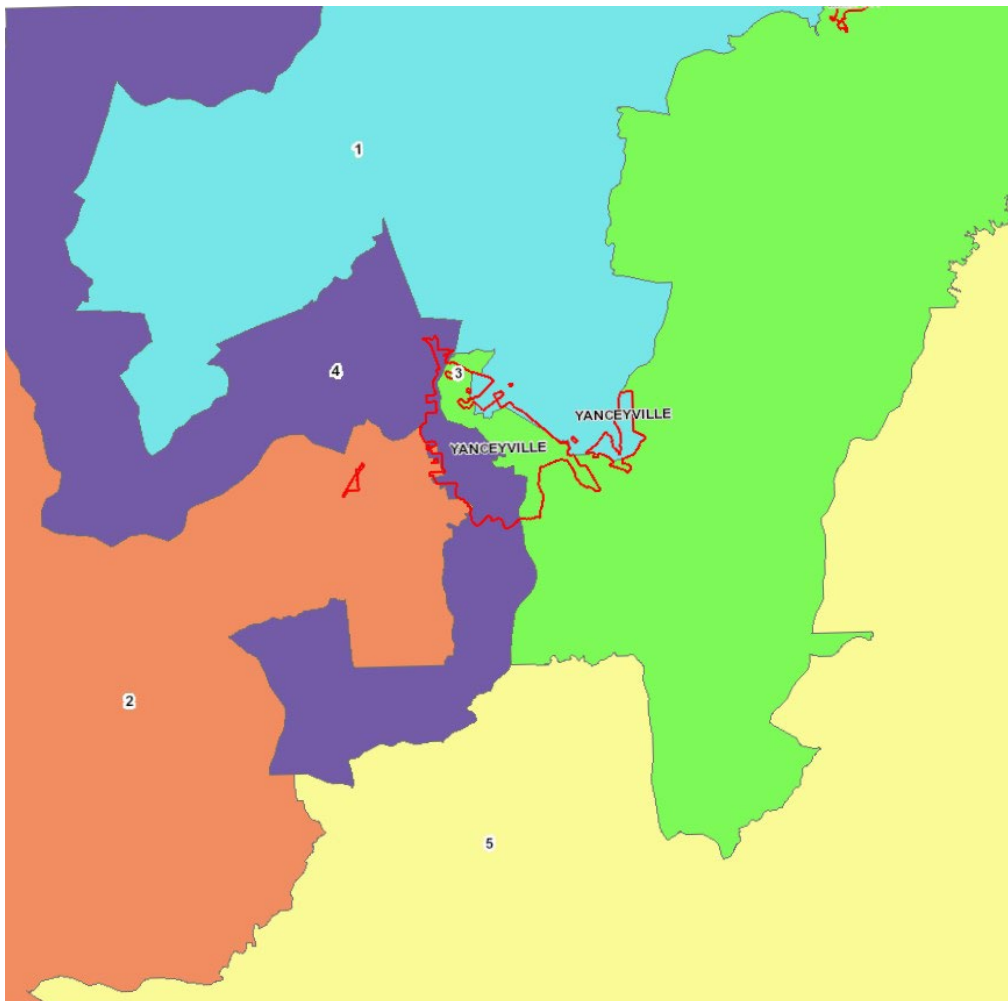
Why do you wish to serve on these boards?

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

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

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

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



Demographic Information (Optional)

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

Male ____ Female ____

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

Ethnic background:

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

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

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