



Board of Commissioners
Agenda
Regular Meeting

Historic Courthouse

December 16, 2024 at 6:30 p.m.

Welcome

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

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

Agenda

5. **Approval of Agenda** Chairman Yarbrough
6. **Approval of Consent Agenda** Chairman Yarbrough
 - a. December 2, 2024 Regular Meeting Minutes
 - b. Project Ordinance Amendment # 5 ARP Funds

Discussion Items

Action Items

7. Purchase of Ambulance County Manager Paschal
8. Courthouse HVAC Replacement Contract County Manager Paschal
9. Extension of NC One Grant for Riverside Furniture County Manager Paschal
10. Budget Amendments County Manager Paschal
 - a. # 11 E-911 Fund (Correcting for past ineligible expenditures)
 - b. # 12 E-911 Budget (Correction to 911 Fund Balance)
11. PCC Easement for Sewer Line County Manager Paschal

County Manager's Updates

Commissioner Comments

Announcements and Upcoming Events

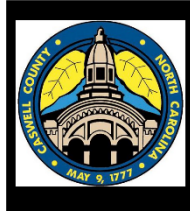
- December 24-26 County Offices Closed for Christmas Holiday
- January 1, 2024 County Offices Closed for New Year's Day
- January 6, 2025 Board of Commissioners Meeting at 5:00 pm at the Gunn Memorial Library

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 privilege is hereby acknowledged NCGS 143-318.11 (a) (3), 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. NCGS 143-318.11(a)(4), 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, which privilege is hereby acknowledged NCGS 143-318.11 (a) (6).

Adjournment

Meeting Date: December 16, 2024



AGENDA FORM

TO: Renee Paschal, County Manager

FROM: Carla Smith, County Clerk

SUBJECT: Consent Agenda

BACKGROUND INFORMATION:

Minutes reflecting decisions made by the Caswell County Board of Commissioners at their Regular Meeting held November 18, 2024, their Joint Town Meeting held November 21, 2024, Bonds for Public Officials, the 2025 Holiday Schedule, request to close at noon on December 23, 2024, Budget Amendments 8-10, and a ARPA Ordinance Amendment #4.

STAFF RECOMMENDATION, IF APPLICABLE:

N/A

RECOMMENDED ACTION/MOTION:

If the Board of Commissioners so chooses:

Move to approve the Consent Agenda

FISCAL IMPACT:

None

ATTACHMENTS:

- December 2, 2024 Regular Meeting Minutes
- Project Ordinance Amendment #5 ARP Funds

CASWELL COUNTY BOARD OF COMMISSIONERS
MEMBERS PRESENT

December 2, 2024
OTHERS PRESENT

Tim Yarbrough, Chair
Frank Rose, Vice Chair
Ethel Gwynn
Finch Holt
Greg Ingram
Tony Smith
David Wrenn

Renee Paschal, County Manager
Melissa Williamson, Deputy County Manager
Russell Johnston, County Attorney
Carla Smith, Clerk to the Board

The Board of Commissioners for the County of Caswell, North Carolina, met in a regularly scheduled meeting on Monday, December 2, 2024 at 6:30 pm at the Historic Courthouse.

WELCOME:

Chairman Jefferies called the meeting to order, and welcomed everyone to the Caswell County Board of Commissioners meeting on December 2, 2024. Then all paused for a moment of Silent Prayer, and the Board of Commissioners and all the guest in attendance recited the Pledge of Allegiance.

COMMISSIONER COMMENTS:

Commissioner Dickerson: I would just like to thank the citizens of Caswell County for the opportunity to serve on the Board, and I did my best to try to stand up for the citizens and taxpayers of this county. I wish the new members of the Board all the best in their endeavors to carry on, and I hope that they will scrutinize the spending and try to keep the taxes down. Thank you.

Commissioner Jefferies: I'd like to also thank everyone who supported me, and I thank Caswell County. As of 30 some odd years, I've been around for a long time, and we made a lot of accomplishments. A lot of good things have happened and a lot of good things going on. As you know we renovated this building right here. It was one of the things we did when I first came on. We renovated the library, built a new jail, and the thing in Pelham that is going to be built has been started, which will be an organization of the community, and also Co-Square on the square. Many things were accomplished in these 30 years. But I want to say I know our tax base was low and I'm going to leave thinking that I have done a good job for Caswell County and its people. Thank you and may God bless you.

Clerk to the Board: Before we get to that Mr. Jefferies, we would like to take the time, on behalf of the employees and the citizens of Caswell County, to let you all know that we appreciate all your hard work. We do want to give you a small token of our appreciation just to say thank you for your service to Caswell County and the citizens. These plaques were done for John Dickerson to thank you for your years of service from the Caswell County citizens for serving as a Caswell County Commissioner. We also have one for Mr. Jefferies thanking you for

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your 32 years of dedication and service to the citizens of Caswell County. I'll pass those out to you, we will take a brief recess to switch seats so that new members can come up.

OATH OF OFFICE:

The Clerk asked the elected Commissioners to take their seat at the table after taking their oath. Then we got ready for the swearing in of the Commissioners by taking their oaths. The floor was given to Judge Osmond Smith III, Superior Court Judge-retired, who administered three of the oaths. (Commissioners Ethel Gwynn, Greg Ingram, and Tony Smith) Then Judge Jason Ramey administered the oath of office for Commissioner David Wrenn.

The oaths are attached below. They were executed following the swearing in.



CASWELL COUNTY
Board of Commissioners

"Preserving the Past - Embracing the Future..."

NORTH CAROLINA

CASWELL COUNTY

OATH OF

COMMISSIONER OF CASWELL COUNTY

I, **ETHEL B. GWYNN**, do solemnly swear (or affirm) that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and I will faithfully discharge the duties of my office as Commissioner of Caswell County, so help me God.

S/Ethel B. Gwynn

Ethel B. Gwynn

Subscribed and sworn to
before me this 2nd day
of December, 2024.

S/W. Osmond Smith

W. Osmond Smith III

Superior Court Judge-Retired

Title

**144 Court Square • P.O. Box 98 • Yanceyville, NC 27379 Phone:
(336) 694-4193 • Fax: (336) 694-1228**

December 2, 2024



CASWELL COUNTY
Board of Commissioners

"Preserving the Past - Embracing the Future..."

NORTH CAROLINA

CASWELL COUNTY

OATH OF

COMMISSIONER OF CASWELL COUNTY

I, **GREG LAMONT INGRAM**, do solemnly swear (or affirm) that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and I will faithfully discharge the duties of my office as Commissioner of Caswell County, so help me God.

S/Greg L. Ingram
Greg Lamont Ingram

Subscribed and sworn to
before me this 2nd day
of December, 2024.

S/W. Osmond Smith
W. Osmond Smith III

Superior Court Judge-Retired
Title

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December 2, 2024



CASWELL COUNTY
Board of Commissioners

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NORTH CAROLINA

CASWELL COUNTY

OATH OF

COMMISSIONER OF CASWELL COUNTY

I, **TONY SMITH**, do solemnly swear (or affirm) that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and I will faithfully discharge the duties of my office as Commissioner of Caswell County, so help me God.

S/Tony Smith
Tony Smith

Subscribed and sworn to
before me this 2nd day
of December, 2024.

S/W. Osmond Smith
W. Osmond Smith III

Superior Court Judge-Retired
Title

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CASWELL COUNTY
Board of Commissioners

"Preserving the Past - Embracing the Future..."

NORTH CAROLINA

CASWELL COUNTY

OATH OF

COMMISSIONER OF CASWELL COUNTY

I, **DAVID WRENN**, do solemnly swear (or affirm) that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and I will faithfully discharge the duties of my office as Commissioner of Caswell County, so help me God.

S/David Wrenn
David Wrenn

Subscribed and sworn to
before me this 2nd day
of December, 2024.

S/Jason E. Ramey
Jason E. Ramey

Superior Court Judge
Title

**144 Court Square • P.O. Box 98 • Yanceyville, NC 27379 Phone:
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December 2, 2024

ORGANIZATION OF THE BOARD:

ELECTION OF CHAIRMAN:

The Clerk to the Board called the organizational meeting to order and opened the floor for nominations for Chairman of the Board of Commissioners. Commissioner Rose nominated Tim Yarbrough as Chairman. Commissioner Holt nominated David Wrenn as Chairman. There were no other nominations, so the floor was closed for nominations. After a roll call vote, the vote carried 4-3. (Commissioners Rose, Smith, Yarbrough, and Ingram voted in favor of Yarbrough as Chairman. Commissioners Wrenn, Holt, and Gwynn voted in favor of Wrenn as Chairman.) Commissioner Yarbrough was appointed Chairman of the Board of Commissioners for this upcoming year.

Chairman Yarbrough presided over the remainder of the meeting.

ELECTION OF VICE CHAIRMAN:

Chairman Yarbrough opened the floor for nominations for Vice-Chairman. Commissioner Smith nominated Frank Rose as Vice Chairman. Commissioner Wrenn nominated Finch Holt as Vice Chairman. The floor was closed for nominations with 2 said names. After a roll call vote, the vote carried 4-3. (Commissioners Rose, Smith, Ingram, and Yarbrough voted in favor of Frank Rose as Vice Chair, and Commissioners Wrenn, Holt, and Gwynn voted in favor of Holt as Vice Chair.) Commissioner Rose is the Vice Chair for the upcoming year.

PUBLIC COMMENTS:

There were no public comments.

RECOGNITIONS:

Commissioner Smith: I'd like to say just how proud I am to serve on this Board. I've got high hopes that we can come together and the chemistry be right so that we can make good decisions for the county and move forward.

Commissioner Rose: First of all, I got to attend the retirement celebration for Mr. Jefferies on Saturday night. It was a real honor. It's been a privilege working with you on the Board. This is not an easy job. You don't always make everybody happy. All we can expect is to get up here and do the best that we can for the taxpayers. I thank you for your service.

Commissioner Gwynn: I want to sort of piggy back off of what Mr. Rose was saying. It has certainly been a pleasure working with Mr. Jefferies, and he has given me strict instructions before he left to do the right thing. I will try my best to do the right thing.

Commissioner Ingram: Mr. Jefferies, I just want to personally thank you for your service to this county. Thank you for all you have done. I appreciate it and enjoy yourself.

APPROVAL OF AGENDA:

A **motion** was made by Commissioner Gwynn and seconded by Commissioner Rose and **carried unanimously** to approve the agenda. (Ayes: Commissioners Holt, Smith, Wrenn, Rose, Gwynn, Ingram, and Yarbrough)

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APPROVAL OF CONSENT AGENDA:

- a. November 18, 2024 Regular Meeting Minutes
- b. November 21, 2024 Joint Town Meeting Minutes
- c. Approval of Bonds for Public Officials
- d. 2025 Holiday Schedule
- e. Request for December 23 to be closed at noon
- f. Budget Amendment # 8 Public Health
- g. Budget Amendment # 9 Sheriff’s Department (Special Revenue Fund 290)
- h. Budget Amendment # 10 DOJ/NCDPS Grant
- i. Revised ARPA Ordinance Amendment # 4

Chairman Yarbrough asked if items f, g, h, and I be done separately.

A **motion** was made by Commissioner Rose and seconded by Commissioner Wrenn and **carried unanimously** to approve the consent agenda items a through e. (Ayes: Commissioners Holt, Smith, Wrenn, Rose, Gwynn, Ingram, and Yarbrough)

Budget Amendment # 8 Public Health

County Manager Paschal said the proposed budget amendment for Public health that increases their budget due to increased State funding and grant funding. It allocates it among the expenditures in their department. I did get a question about the bonuses that are included, and I spoke with the Health Director. The bonuses are for staff who did not receive bonuses last year. If some of you will recall that they did award some bonuses. This is for those that did not receive them. It included the clerical staff, a nurse practitioner, and two case management nurses. It also includes sign-on bonuses for nurses, nurse practitioners, and social workers. I will point out that the Health Director is not included in the bonuses. Commissioner Wrenn asked if it was state funds and the County Manager replied this budget amendment only deals with state and grant funding.

A **motion** was made by Commissioner Wrenn and seconded by Commissioner Rose and **carried unanimously** to approve budget amendment # 8. (Ayes: Commissioners Holt, Smith, Wrenn, Rose, Gwynn, Ingram, and Yarbrough)

Budget Amendment # 9 Sheriff’s Department (Special Revenue Fund 290)

County Manager Paschal said budget amendment # 9 is to allocate funds to the Sheriff’s Office from their special revenue funds. They receive donations. So it’s budgeting the donation and expense. They receive funds for selling a calendar annually, and this is budgeting the revenue and expense. They also receive ABC dollars, and again budgeting revenue and expense. Substance abuse tax dollars and finally they receive DEA funds. All of these are not from the county general fund. They are all outside revenue sources.

A **motion** was made by Commissioner Rose and seconded by Commissioner Smith and **carried unanimously** to approve budget amendment # 9. (Ayes: Commissioners Holt, Smith, Wrenn, Rose, Gwynn, Ingram, and Yarbrough)

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Budget Amendment # 10 DOJ/NCDPS Grant

County Manager Paschal said the Sheriff's Department was awarded a grant in March of 2022. There is a remaining balance of \$2,555.03. The budget amendment just rolls that money so that the Sheriff can spend it in the current year.

A **motion** was made by Commissioner Wrenn and seconded by Commissioner Gwynn and **carried unanimously** to approve budget amendment # 10. (Ayes: Commissioners Holt, Smith, Wrenn, Rose, Gwynn, Ingram, and Yarbrough)

Revised ARPA Ordinance Amendment # 4

County Manager Paschal said you approved an ordinance amendment at a recent meeting. As we talked about House Bill 10 actually did pass, which removes the match requirements for counties to use ARP dollars to fund broadband. At the last meeting, or the meeting before, we asked you to adopt a new ordinance that shows those dollars being spent for Public Safety salaries. Since that time, Melissa Williamson, our Deputy County Manager, has been in contact with the Association of County Commissioners. They recommended that we do a cleanup ordinance revision. So this takes no further action. It just cleans up and restates what you've already decided as a Board.

Commissioner Wrenn asked why is the money being turned into Public Safety salaries? County Manager Paschal said when ARP dollars came down from the federal government, jurisdictions were allowed to use the money for existing staff salaries. So that is one of the things we have chosen to do in the past and what we recommended. Otherwise we will not have a contract to spend the broadband money. That money would revert back to the government and we would lose \$600,000. We're not doing anything with the Public Safety salaries. We're just paying them as normal, but we are receiving this offsetting revenue for that. Commissioner Wrenn said but you are earmarking this money for Public Safety salaries. County Manager Paschal said we are not recommending any pay changes as a result of this action. We are just saying you gave us this \$4 million dollar and this is how we spent that \$4 million dollars. Commissioner Wrenn said so we should have a surplus in that line item. County Manager Paschal said correct. We will have a surplus in the General fund not necessarily in those line items.

Commissioner Smith said I know you've got some other CAB programs coming down the line, 2.0 and 2.5. As it stands right now, we think that maybe its not going to be a match. County Manager Paschal said there is no match required. House Bill 10 passed on November 19th, which removed the match requirement. We are about to give a broadband update and also the Brightspeed representative is here. So I think we will answer those questions. Melissa Williamson and County Manager Paschal has had a long conversation with the Department of Information Technology, and they thought our strategy of waiting to see how many of our customers would be served by these next rounds of broadband was a wise one considering we have so many other needs in the county.

A **motion** was made by Commissioner Smith and seconded by Commissioner Ingram and **carried unanimously** to approve ordinance amendment # 4. (Ayes: Commissioners Holt, Smith, Wrenn, Rose, Gwynn, Ingram, and Yarbrough)

DISCUSSION ITEMS:

COMMISSIONERS' PLANNING WORK SESSION:

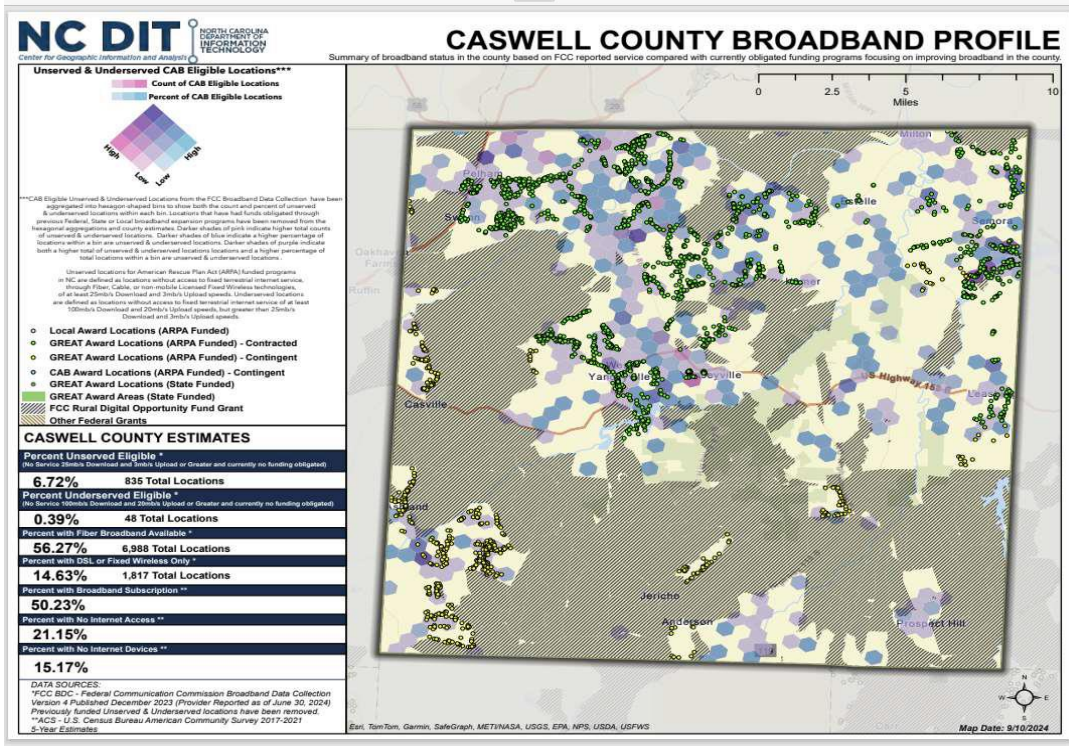
County Manager Paschal said you received a memo a couple of meetings ago. On November 4th you approved the Budget Calendar for the 2025-26 budget. Part of that calendar recommended holding a goal setting and budget guideline retreat in mid to late January. I have spoken with Amy Cannon with the Association of County Commissioners and also Johnna Sharpe with the Association, and they have agreed to be our facilitators, if we would like. I think they would do a great job. Also the cost of that is already covered by our NCACC dues. So there will be no additional cost for the facilitators. The dates that are given are January 13, 14, 15, 18, 21, 22, 25, 27, 28 and 29. We would ask the Commissioners to set you dates. We will do our best to hold the content to one day, but it would be good to go ahead and have a second date in case its needed.

The consensus of the Board was to hold the Planning Work Session on January 25 and 28. Lunch will be provided, and we will begin at 8:00 a.m. at the Gunn Memorial Library.

BROADBAND UPDATE:

County Manager Paschal said next we have an update on broadband. Basically from start to finish what has happened in the last four or five years. I've asked Melissa Williamson, Deputy County Manager, to give this presentation.

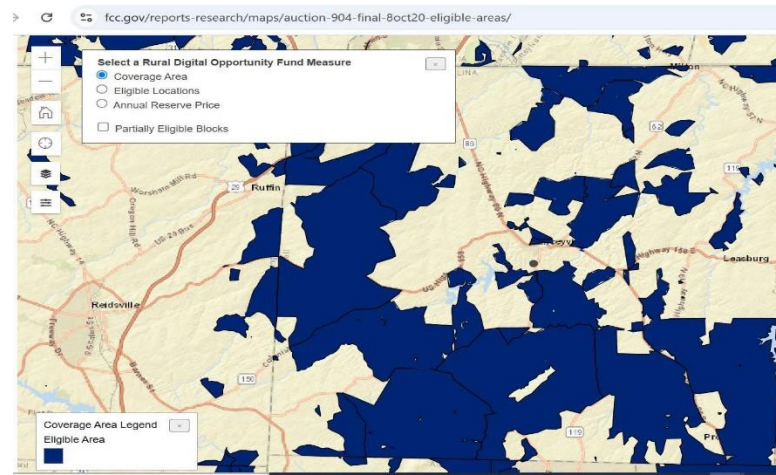
Melissa Williamson said we thought it would be a good idea to give the Board an overview of the broadband in the county. I know some of you have heard this before, but for the new Commissioners, I think it would be good for you to have an overview to know where we are in the county right now with broadband. We do have some new updates that will be good for everyone. This is on the NC DIT website, and it is updated periodically. This is the Caswell County Broadband Profile.



TIMELINE

Estimated 35.9% households unserved in 2017

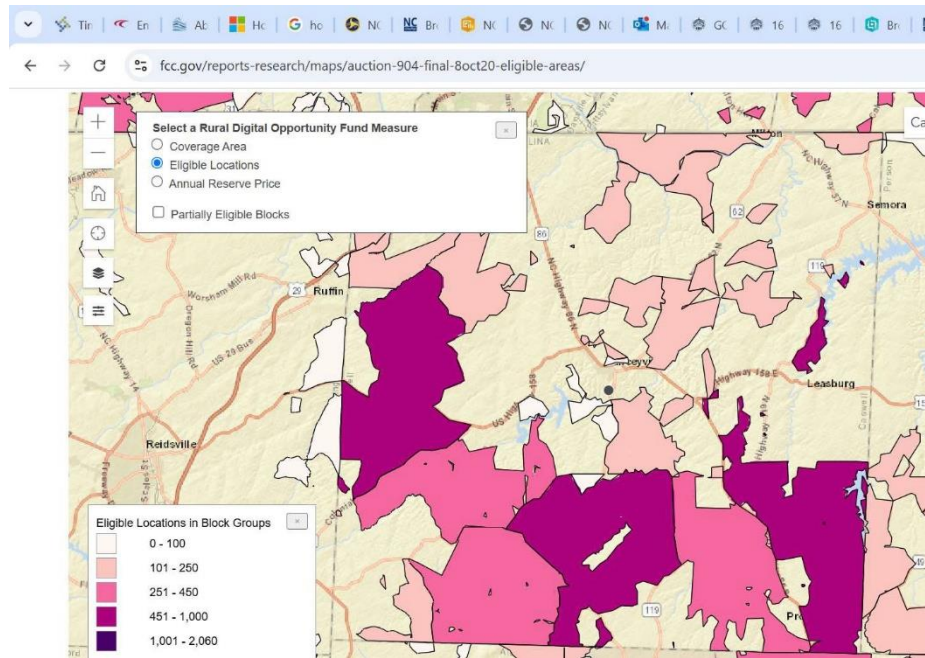
Existing providers: Legacy, Brightspeed, Spectrum, and Comcast



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TIMELINE—RURAL DIGITAL OPPORTUNITY FUND (RDOC)

First grant was RDOC: served 3,618 households (award amount unknown)—served with at least 25 Mbps download around 2020. This was the first grant that came through to help Caswell County get Internet service in the county.



TIMELINE—GROWING RURAL ECONOMIES THROUGH ADVANCE TECHNOLOGY (GREAT) GRANT

Great Grant: Awarded to Zitel in August, 2022; 1,906 locations; \$4M; county committed \$250K match

Required 100Mbps download/20 upload

Zitel later pulled out March 2024; grants awarded to Brightspeed and Spectrum

Spectrum: 844 households and 11 businesses, \$2.9 M, deadline 6/30/26; county committed \$10K match

Brightspeed: 289 households; \$1.3M; deadline 9/30/26, county committed \$10K match

Match funds provided by Piedmont Electric

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TIMELINE—COMPLETING ACCESS TO BROADBAND (CAB)

Awarded June 27, 2024 to Spectrum

589 locations, cost of \$3M; deadline October 31, 2026; county originally committed \$350,000

100Mbps upload/download

House Bill 10 that just became law removes ARP match requirements, so no match is needed

SUMMARY

Grant	Locations Served
RDOF	3,618
GREAT—Spectrum	855
GREAT--Brightspeed	289
CAB	589
Total	5,351

We have already served more locations than were originally estimated to be unserved and underserved.

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TIMELINE—FUTURE FUNDING

CAB 2.0--Approximately \$3.3M; to be awarded approximately March 1, 2025, with 2-year deadline; no match requirement after HB 10

"CAB 2.5"—Remaining funding from 2.0 to be reallocated

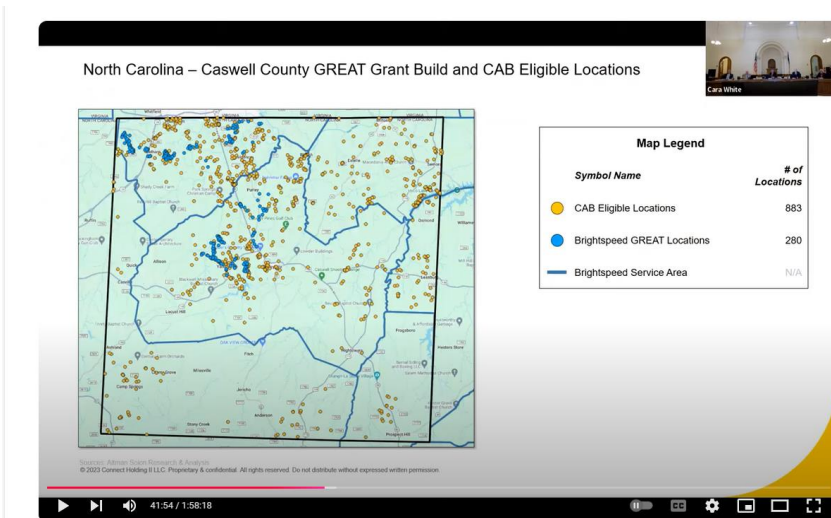
Broadband Equity Access and Deployment (BEAD)--\$1.4 Billion for NC; expect awards in summer 2025

Stop-Gap: \$86M statewide for "last-mile" locations

"No reason why all NC residents won't be served"

County Manager Paschal said I just want to reiterate that the slide that shows the number served is how many residents and business are under contract. The providers have two years to actually have the service on the ground. Residents may be listening to this and going I don't have internet, but internet is coming. They can contact my office or the state office to find out the status of their internet.

Steve Brewer, Director of Governmental affairs for Brightspeed came up and shared a slide presentation.



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The blue dots that you see on this slide are the GREAT grant locations that Brightspeed has been awarded. This project comes with a completion date of no later than September 30, 2026. We are also building over our copper network in the Yanceyville community or in and around the Yanceyville community, where we will deploy just over 1,200 locations with fiber in that area as well. Those are private investment dollars. The grant programs have no impact on that. Mr. Brewer said Mr. Smith, you had a question earlier about future match requirements, and House Bill 10 has removed the requirement for CAB 2.0 and the BEAD grant. You should be complete with your county investment. It's a requirement for the state of North Carolina to participate in the Federal Governments BEAD program. You're obligated as a state to get universal coverage of speed of at least 100 Mbps coming into your home and 20 upload. That is the minimal requirement. Any product that we are installing now is fiber to the home or business. So when that is installed we will be providing at a minimal 1 gig by 1 gig, which is 10 times faster than the federal governments requirement coming into your home or business and 50 times faster than the requirement going out. Again, that is the product that we are installing. This contract was recently signed and comes with a two year build out. Right now we are in what we would call the high level design process. What that does is identify the most efficient route to deploy the fiber, and it will also make the determination of whether or not you go underground or aerial. Once that is complete, a local engineer will take a look at it, and very quickly pass it along to our construction vendors. Because we are building out the Yanceyville community with our own private investor dollars and given the size of this particular project, I anticipate us completing this project in advance of the two-year deadline of September 30, 2026.

Commissioner Rose asked do you have a projected date of when you will start? Mr. Brewer said right now we are going through the process of identifying the most efficient route. I cannot give you a date of actual construction starting. There is a great deal of planning that goes on before a shovel hits the ground or a line is hung from a pole. Quite a bit of planning that goes in advance of that. As soon as I have that I will be happy to pass it along. Commissioner Rose said I hear more and more complaints about the internet service for Brightspeed, if it goes out, it takes them forever to get there to fix it. Is this going to be an upgrade that will alleviate most of those problems? Mr. Brewer said absolutely. Generally speaking, when we get customers on fiber, we don't hear from them again. Simply because the fiber network is so resilient. We do not have a lot of service area in the Western part of North Carolina, and at one point we had about 2,100 DSL customers without service. We had 7 fiber customers. A lot of times we can detect the issue before a customer can detect it and resolve it in advance of that. You mentioned some of the service interval delays, and we find ourselves right now in a situation where we are managing two networks. We are managing the copper network and the fiber network. When the assets were acquired from Centurylink, there was about 60,000 fiber passings within the footprint in North Carolina. Right now we have built an additional 370,000 to 380,000. So we find ourselves in a situation where we are managing the two networks. That will not last forever. If you have some

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constituent issues where you feel like an interval is exceeding long, please let Mrs. Paschal know. She can forward it to me, and we will see what we can do to fix that.

Commissioner Wrenn said you said in two years you should have your speed up, but that is fiber lines right? Mr. Brewer said that is correct. Commissioner Wrenn said people that have the copper, how is that going to work? Mr. Brewer said if you remember earlier, the requirement for the state of North Carolina to participate in the BEAD program requires that we get the universal service with speeds of at least 100/20. Be it by way of that program from us or another provider, all your citizens will have access to speeds of no less than 100/20. Again when we install fiber, at minimum customers will be able to get a gig by gig. Quite honestly in most locations, we are able to turn that up to two gigs in the very near future. So our participation in this program will get all of our speeds up to that level.

Commissioner Smith said I have asked for a list of households being served from all providers because we receive hundreds of calls wanting to know when they are scheduled to be connected. Mr. Brewer said there is a map on NC DIT's website that you can go in to the NC one map. There is a map where you can go and enter your address. It will identify the address as being served, unserved, or under contract. If the address is under contract for one of these numerous grant programs that have been awarded here in the county, it will give you the date.

Commissioner Wrenn said Mr. Chairman, I think we need to notify our House and State Senate people to thank them for taking the burden off the counties. They did a great thing.

Chairman Yarbrough asked County Manager Paschal if she could get the Board something written up to our state legislatures in regard to thanking them for saving us this money, if you don't mind. County Manager Paschal said she would.

ACTION ITEMS:

BOARD OF COMMISSIONERS 2025 MEETING DATES:

County Manager Paschal said so normally you set the meeting dates for the upcoming year at your December meeting. We talked during the orientation session that most of you attended that a lot of county and municipal boards will have a work sessions during the month. This meeting made me a liar, but most of the meetings that I have attended have been pretty light, and the business could have been taken care of easily at one meeting. What we would like to propose is not adding any meetings, but turning the first meeting into a work session. The second meeting would be where you would take action. Normally you would take action on the items that have been presented during the work session. That gives you the opportunity to dive deep into the issue, ask questions, and that kind of thing. That is the first thing we would like for you to consider. The second is starting the work session a bit earlier than your regular meeting, which is at 6:30 pm. So we are wondering if you would be agreeable to start at 5 pm or between 5 pm and 6 pm. That is the second part of the request. Commissioner Wrenn asked about taking action at the work sessions and County Manager Paschal said if something needs to be passed it can be placed on the agenda. We send the agenda out and everyone is aware of what is on the agenda.

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A **motion** was made by Commissioner Wrenn and seconded by Commissioner Smith and **carried unanimously** to try it for 6 months with the first meeting being a work session beginning at 5 pm, and the second meeting being a regular meeting beginning at 6:30 pm. After the 6 months we will revisit. (Ayes: Commissioners Holt, Smith, Wrenn, Rose, Gwynn, Ingram, and Yarbrough)

AMBULANCE PURCHASE REQUEST:

County Manager Paschal said so next up is a request from Emergency Services to purchase an ambulance. We have a presentation that our Director of Emergency Services, Barry Lynch, will provide.

Barry Lynch said good evening Commissioners. You should have all gotten a copy of this presentation. Currently we have two ambulances past their useful life. The mileage we are putting on ambulances you will see in a future slide, where each ambulance is running about 40,000-45,000 miles per year.

The Problem:

- We have 2 ambulances that are beyond their useful life
- Our fleet of ambulances are gaining miles at a rapid pace.
- Inflation has caused prices of new ambulances and remounted ambulances (reusing the box on a new chassis) to increase just like everything else.
 - The last new truck we purchased in FY2022 was at a cost of \$225,809 The new truck being proposed today costs \$351,083
 - The last truck that was remounted was in FY2023 at a cost of \$144,000. The remount proposed today will cost \$229,387
- Ambulance manufacturers are seeing increased lead times to build new ambulances from just a few months to 18-36 months currently.

How we got here

- A replacement was requested in the FY 2025 budget, but removed by the county manager.
 - A budget amendment was approved 4/3/2023 to move funds from the 2022 budget to the 2023 budget to pay for the last ambulance remounted (208)
 - Ambulances were discussed during the budget process (May 13, 2024) but none were presented in the managers recommended budget.
- We do not have any ambulances on order.
- Due to budget constraints in the past, ambulances have been removed from the proposed budget.
- With the mileage we incur annually, need to replace one truck per year; now we are behind.

December 2, 2024

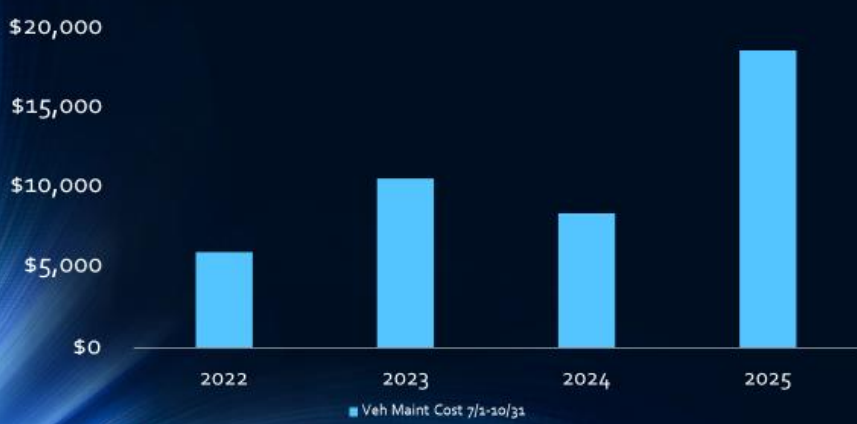
Current fleet

- Each front line ambulance travels, on average 43,000 a year.
- 3 front line trucks are on duty 24/7/365
- Currently the 24/7 trucks are 204, 206, and 207
- Truck 208 is in service from 8am-8pm.
- We have and need 2 spare ambulances to use when trucks are removed from service due to maintenance or other reason
- There have been 7 instances in the last 12 months in which we have had no spare trucks to rely on should a truck need immediate maintenance.

Truck #	Year	Mileage	Idle Hours	Resulting Mileage
204	2019	220,103	4,444	353,423
206	2022	127,850	2,387	199,460
207	2019	185,892	3,737	298,002
208	2022	47,102	1,453	90,692
209	2015	315,388	5,856	491,068
211	2013	147,685	N/A	147,385

- Per Enterprise Fleet Management 1 engine idle hour equals 30 miles traveled.
- Our ambulances are not shut down during a call due to all of the electronic medical components that must have power to them.

Increasing Maintenance Costs Per Year



Industry Standards

- Per the Government Services Administration heavy duty diesel trucks should be replaced when they reach 250,000 miles.
- We have one truck that has exceeded that (209) and one that will exceed that within 12 months (204)
- It is industry standards for a box to be used for 500,000. With our current fleet it means we can remount a box one time.
- Remounting a box more than once will cause increased stress on the box and could result in welds breaking and the ambulance becoming unsafe to use.

Pricing Obtained: New Truck

- We obtained 2 quotes. Both are state approved vendors.
- Spartan Fire and Emergency apparatus provided a quote for a Demers ambulance for \$351,083
- Northwestern Emergency Vehicles provided a quote \$344,060.63
- The difference is lead time!!
- Spartan has quoted us a lead time of 7-9 months with delivery of summer 2025
- NWEV has quoted a lead time of 18-24 months

Pricing Obtained: Remount

- We obtained 2 quotes. Both are state approved vendors.
- Spartan Fire and Emergency apparatus provided a quote for a remounted ambulance for \$229,387
- Northwestern Emergency Vehicles provided a quote \$234,380
- Spartan will take the truck to be remounted in the fall of 2025. And has a quoted turn around time of 6 months which puts delivery in the spring of 2026
- Northwestern cannot start on the remount process for 18-24 months and there would be a 6 month turnaround time putting delivery at Spring 2027.

Proposed Immediate Solution

- Spartan Fire and Emergency Apparatus has proposed a new Demers ambulance purchase and we will take delivery 7-9 months from now.
- This new truck will replace truck 211 which was purchased around 2013. Most Sprinter vehicles begin having transmission trouble around 150,000 miles. The van type ambulance is not conducive to providing excellent patient care due to a lack of space.
- This new truck will become a front line truck with unit 204 becoming a spare ambulance, used when trucks are out of service due to maintenance or other issues.
- Once we receive the new ambulance we propose sending our truck with the most miles (Truck # 209) to have the ambulance box remounted onto a new chassis.

December 2, 2024

Proposed Immediate Solution

- Once we receive the new ambulance we propose sending our truck with the most miles (Truck # 209) to have the ambulance box remounted onto a new chassis.
- Per the lowest bid of Burgess Ambulances through Spartan, the truck will go to be remounted in the late summer/early fall of 2025 and we will take delivery approximately 6 months later, in the spring of 2026.

Proposed Immediate Solution

- Our proposal to pay for the new ambulance would be to purchase the new truck from fund balance in the current fiscal year and to appropriate funds to pay for this in the current year.
- Funding would be included in the 25-26 budget to pay for the remounted truck that we would not take delivery on until late in 2025.

Proposed Long term Solution

- We would propose adopting an ambulance replacement and rotation plan.
- This would require approving the new truck tonight. We would then ask for another remount and new truck in the upcoming 25-26 budget.
- After the 25-26 budget, following this plan, we would either need to remount OR replace 1 truck per year to keep up and not get behind again.

December 2, 2024

Proposed Ambulance Replacement Plan

Truck Number	24-25	25-26	26-27	27-28	28-29	29-30
204	Move to Spare	Remount	Front Line	Frontline	Frontline	Spare
206	Front Line	Move to Spare	Remount	Front Line	Frontline	Frontline
207	Move to Spare	Replace	Front Line	Front Line	Frontline	Spare
208	Front Line	Move to Spare	Spare	Replace	Frontline	Frontline
209	Remount	Front Line	Front Line	Front Line	Spare	Replace
211	Replace	Front Line	Frontline	Spare	Remount	Frontline

Commissioner Wrenn, Commissioner Rose, and Commissioner Smith asked questions of the Emergency Services Director and County Manager. Barry Lynch said we signed a non-binding letter of intent that will hold the ambulance for the next 30 days. At the end of 30 days it is gone if we can't put in a purchase order for the purchase. Johnna Sharpe came up to go over preliminary fund balance numbers and unassigned balance and reassigned funds from broadband funds.

Commissioner Wrenn then asked about the rule that if a purchase was over a certain amount of money, the Board could not vote on it the first time they heard it. They had to sit on it for a meeting or two. It would be in the Rules of Procedure. Attorney Johnston said I'm not aware of that particular rule. Chairman Yarbrough, Commissioner Wrenn, and Commissioner Rose asked some questions of the Emergency Services Director.

A **motion** was made by Commissioner Rose to table this item until the first meeting in January and discuss it further. Commissioner Wrenn asked if it could be done at the next meeting?

Then Attorney Johnston said I need to correct my previous response to Commissioner Wrenn's question. I do have a copy of the Rules of Procedure for the Board of Commissioners. Rule 27 is entitled Consideration of Unbudgeted Expenditures. No vote on expenditures for off-budget spending in excess of \$10,000 shall be held unless tabled from a prior meeting.

Chairman Yarbrough said with that being said, we cannot vote on this item tonight. Attorney Johnston said that is correct based upon the Commissioners' Rules of Procedure.

Chairman Yarbrough asked Mr. Lynch when did you sign the non-binding letter of intent? Mr. Lynch said November 25, 2024. Chairman Yarbrough said so we have until December 25.

Then Commissioner Gwynn asked a question.

December 2, 2024

A **motion** was made by Commissioner Rose and seconded by Commissioner Gwynn and **carried 6 - 1** to table this item. (Ayes: Commissioners Holt, Smith, Wrenn, Rose, Gwynn, and Ingram. Nays: Commissioner Yarbrough)

County Manager Paschal said this county desperately needs a Capital Replacement Plan. As we saw with this ambulance, we need to be setting aside money so that we can meet needs when they arise. We're working on a recommendation to bring to you as part of the budget process to have an appropriation of fund balance go into capital reserve annually to fund those needs.

BOARDS AND COMMITTEE APPOINTMENTS:

Hunting and Wildlife Advisory: There is 1 member who termed off the Board as of 10/31/2024. The member is Steve Harris.

A **motion** was made by Commissioner Rose and seconded by Commissioner Ingram and **carried unanimously** to **reappoint Steve Harris to the Hunting and Wildlife Advisory**. (Ayes: Commissioners Holt, Smith, Wrenn, Rose, Gwynn, Ingram, and Yarbrough)

Burlington HOME Consortium: There are 2 vacancies on this board.

A **motion** was made by Commissioner Wrenn and seconded by Commissioner Ingram and **carried unanimously** to **appoint Jeannine Everidge and Samantha Shumaker to the Burlington HOME Consortium**. (Ayes: Commissioners Holt, Smith, Wrenn, Rose, Gwynn, Ingram, and Yarbrough)

BUDGET AMENDMENTS:

#11 E-911 FUND (CORRECTING FOR PAST INELIGIBLE EXPENDITURES):

County Manager Paschal said we have budget amendments 11 and 12. They pertain to the 911 fund, and I will explain them separately. So budget amendment # 11 is to reimburse the 911 fund from the General fund for ineligible expenses. As we have talked about quite a bit, our finances were not in the best shape. Mrs. Sharpe has come in and this is one of the clean-up things that we have got to do. If we do not reimburse the 911 fund, we will be ineligible to receive funding going forward, which is over \$100,000 a year. I will say that the payback to the General fund is \$185,535. It would have been approximately double that if our 911 Director, Kenneth Everett, had not negotiated with the state and got them to bring that amount down. He deserves a lot of kudos for working with the state to basically cut that amount in half. As well, Johnna deserves a lot of credit for sorting out what was a mess since 2017. Mr. Johnston, this is an unbudgeted expense so do we need to table that?

Attorney Johnston said according to the Rules of Procedure yes. That would be correct.

Commissioner Wrenn asked some questions and Johnna Sharpe answered.

#12 E-911 BUDGET (CORRECTION TO 911 FUND BALANCE):

Johnna Sharpe said the next item was actually to appropriate these additional transfers in that fund. Approval has already been obtained from the state or acknowledgement that those expenditures do meet their requirements and would be eligible.

Commissioner Rose and Chairman Yarbrough asked some questions.

A **motion** was made by Commissioner Rose and seconded by Commissioner Gwynn and **carried unanimously** to table budget amendment 11 and 12 until December 16, 2024. (Ayes: Commissioners Holt, Smith, Wrenn, Rose, Gwynn, Ingram, and Yarbrough)

COUNTY MANAGER UPDATES:

County Manager Paschal said personnel changes. I sent out an email last week or the week before. Mrs. Moorefield, our DSS Director, has announced her retirement. She is expecting to retire either January 1 or February 1. We sent information on the fact that NC Growth is coming to visit Caswell and Danville on December 10th. We hope that Commissioners will be able to join us. They will be visiting Danville and Caswell as an immersive experience. So their team will come and learn as much as possible about our community. They can also offer assistance with economic development. They have done a number of studies and that kind of thing around the state and actually beyond the state. So we would like for you to join us for lunch at the Pelham Community Center, a tour of Pelham Industrial Park, and followed by a tour of Co-Square. I attached the itinerary to the email I sent out. If you need another one, please let me know.

COMMISSIONER COMMENTS:

Commissioner Smith: I would like to just commend Mrs. Paschal on the excellent job she is doing bringing the county together and bringing professionalism to us with the new programs and so forth. We see progress already. Let's push on and get that tax information corrected. Financial.

Commissioner Wrenn: I appreciate the county staff. They have been very helpful to me. They still have to teach me how to use this laptop because my wife will tell you I am not too good on these things. But we will get there. Congratulations to the new Chairman and Vice Chairman. I look forward to working together as a board and not as a split board.

Commissioner Rose: I would just like to thank everybody for coming out tonight. One thing I will say is as you see tonight, there are some hard decisions you have to make on this Board, and I'll be the first one to say that we do owe it to the citizens of this county to make sure that they have 911 services to the best of our ability and be good stewards of the taxpayer dollars. If this was at budget time, it would be much easier for me. I think we are just going to have to work through some things and see what the best outcome is that we can come together as a board to resolve the situation.

Commissioner Gwynn: I wanted to just mention that we didn't talk about the Christmas Parade this year. Last year we planned and didn't get to do it. I think it is something we should think

December 2, 2024

about. Chairman Yarbrough said that is Saturday. The Clerk stated that the Commissioners are registered to be in the parade if they want to participate. Staff will walk and pass out candy. We can provide a vehicle if you would like to ride in the parade. Commissioner Rose asked what is the time on that. The Clerk said 10 am. Chairman Yarbrough said if you are interested and can attend, it starts at the high school at 10:00 Saturday morning and ends at the Brian Center.

Commissioner Yarbrough: I would just like to say that I appreciate the Board entrusting me with Chairman for this year. I want this Board to be able to work together and come to a consensus on things. I know we won't always agree on everything, but as long as we can agree on big stuff or the majority of things, I think we can move the county forward. I know we had a lot tonight, but I hope you have noticed that I try to keep things moving so to speak. If any member of the Board has a question or comment regarding what we are discussing, I would ask that you go ahead and speak up because I'm not one to drag a meeting out. If somebody has something to say, they need to say it. I don't mean that to be rude in any way. I don't see any point in just dragging a meeting out just for the sake of dragging it out.

ANNOUNCEMENTS AND UPCOMING EVENTS:

- December 16, 2023 Board of Commissioners Meeting at 6:30 pm at the Historic Courthouse
- December 24-26 County Offices Closed for Christmas Holiday
- January 1, 2025 County Offices Closed for New Year's Day
- January 6, 2025 Board of Commissioners Work Session at 5:00 pm at the Gunn Memorial Library

CLOSED SESSION:

A motion was made at 8:28 pm by Commissioner Wrenn, and seconded by Commissioner Rose and **carried unanimously** 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 privilege is hereby acknowledged NCGS 143-318.11 (a) (3). (Ayes: Commissioners Holt, Smith, Wrenn, Rose, Gwynn, Ingram, and Yarbrough)

ADJOURNMENT:

A **motion** was made at 8:46 pm by Commissioner Wrenn and seconded by Commissioner Gwynn and **carried unanimously** to adjourn the meeting. (Ayes: Commissioners Holt, Smith, Wrenn, Rose, Gwynn, Ingram, and Yarbrough)

Carla R. Smith
Clerk to the Board

Tim Yarbrough
Chairman

December 2, 2024



AGENDA FORM

TO: Caswell County Board of Commissioners

FROM: Renee Paschal, Interim County Manager

SUBJECT: Amendment #5 Grant Project Ordinance for the Caswell County American Rescue Plan Act of 2021 and Budget Amendment #13

BACKGROUND INFORMATION:

The Board acted on the November 4th meeting to approve the ARPA Ordinance Amendment #3 and budget amendment #2. On December 2, the Board approved Amendment #4, a cleanup amendment recommended by the North Carolina Association of County Commissioners (NCACC). That amendment removed all match requirements, since Piedmont Electric had previously provided \$25,000 for county broadband. Prior to the amendment, we discussed using this as the match with NC DIT and were given verbal approval. Since that time, NC DIT has told us that ARP funds must be used for the match. Therefore, we will have to amend the ordinance again to cover this match from ARP funds. The Piedmont Electric funds will be used as an unrequired match for the next round of broadband funding and will increase the overall project.

The amendment must be approved by December 31, 2024.

STAFF RECOMMENDATION, IF APPLICABLE:

N/A

RECOMMENDED ACTION/MOTION:

Motion to approve the ARPA Ordinance Amendment #5 and Budget Amendment #13.

FISCAL IMPACT:

Previously, the \$600,000 broadband match had been moved public safety salaries, with the net effect of increasing fund balance by \$600,000.

Now \$20,000 from these funds must be used for the match, reducing the contribution to fund balance to \$580,000.

ATTACHMENTS:

- ARP Ordinance Amendment #5
- Budget Amendment #13

Caswell County Board of Commissioners

**Grant Project Ordinance for the Caswell County
American Rescue Plan Act of 2021**

Amendment 5

WHEREAS, The Board of Commissioners of Caswell County, North Carolina (“the Board”) adopted an ordinance to establish the project budget on June 25, 2021, documenting the intended use of the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (“ARPA”).

WHEREAS, the Board has adopted Amendments 1 through 4 with amendment 4 being a full ordinance restated to ensure compliance with all federal requirements.

WHEREAS, the North Carolina Department of Information Technology advised the County that there is a \$20,000 match requirement for Broadband Great Grants.

NOW, THEREFORE, BE IT ORDAINED by the County Commissioners of Caswell County, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, Section 3 of ARPA grant project ordinance is amended to reduce revenue replacement and increase Broadband Grants.

Section 3: The following amounts are appropriated for the project and authorized for expenditures.

Internal Project Code	Project Description	Expenditure Category (EC)	Cost Object	Appropriation of ARPA Funds
001	Premium Pay	4.1	Salaries	\$ 283,216
			Benefits	\$ 46,784
002	Law Enforcement Services for period of July 1, 2022 through December 31, 2024	6.1	Salaries	\$ 3,186,950
003	Detention Services for the period of July 1, 2022 through December 31, 2024	6.1	Salaries	\$ 853,612
004	Broadband Internet	6.1	Great Grant ARPA Match	\$20,000
	Total ARPA Funds			\$ 4,390,562
	Unassigned (earned interest estimate)			\$30,000
	Total (including interest)			\$ 4,420,562

Adopted this 16th day of December, 2024

ATTEST:

Chair
Caswell County Board of Commissioners

Carla Smith
Clerk to the Board

**CASWELL COUNTY, NORTH CAROLINA
FISCAL YEAR 2025
BUDGET AMENDMENT NO. 13 (ARPA Amendment #5)
Board Meeting: December 16, 2024**

BE IT ORDAINED by the Caswell County Board of Commissioners that the following amendment is hereby made to the Fiscal Year 2025 budget.

JUSTIFICATION: Reallocate ARPA funds to Broadband from Revenue Replacement (General Fund Transfer) per ARPA Grant Project Ordinance Amendment 5.

FUND- ARPA FUND

		FY25 Current Budget	Increase (Decrease)	FY25 Amended Budget
EXPENDITURES:				
Broadband Match	2814120 510002	\$ -	\$ 20,000.00	\$ 20,000.00
Transfer to General Fund (Revenue Replacement)	2814120 598100		\$ (20,000.00)	\$ (20,000.00)
TOTAL EXPENDITURES		<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

FUND- GENERAL FUND

		FY25 Current Budget	Increase (Decrease)	FY25 Amended Budget
REVENUES:				
Transfer from ARPA Fund	1000000 380290	\$ 600,000.00	\$ (20,000.00)	\$ 580,000.00
Appropriated Fund Balance	1000000 390000	\$ 2,666,632.00	\$ 20,000.00	\$ 2,686,632.00
TOTAL REVENUES		<u>\$ 3,266,632.00</u>	<u>\$ -</u>	<u>\$ 3,266,632.00</u>

**FOR
THE COUNTY OF CASWELL:**

ATTEST:

Tim Yarbrough, Chair

Carla Smith, Clerk to the Board

Date

Meeting Date: December 16, 2024



AGENDA FORM

To: Caswell County Board of Commissioners
From: Renee Paschal, Interim County Manager, and Barry Lynch, Emergency Services Director
Subject: Approval of purchase of a new ambulance

BACKGROUND INFORMATION:

On December 2, 2024, the Board of Commissioners heard a request from Caswell County EMS to begin the process for purchasing a new ambulance and remounting an existing ambulance.

In accordance with BOC Rules of Procedure, this item was tabled and is being brought back for consideration at the December 16 meeting.

Caswell County EMS currently has two ambulances that are beyond their useful life. Industry standards call for heavy-duty diesel vehicles to be replaced at 250,000 miles. Vehicles can be “remounted” once. Remounting means replacing the chassis and refurbishing the interior of the box.

One of the ambulances is currently over the mileage threshold and is due for remounting (vehicle 209). The other is a Sprinter Van that has more than 150,000 miles (vehicle 211). The Sprinter van is not ideal for emergency transport, as the size of the box is not adequate for patient care. This van was originally purchased for convalescent transports, which Caswell does not do. Sprinter vans also begin having transmission and other problems at 150,000 miles. This is also the oldest vehicle in the fleet and has only been used as a spare.

The lead time for purchasing ambulances has increased in the past few years. The same model being proposed by a vendor on state contract has a lead time of 18 to 36 months. Another vendor, has quoted a lead time of seven to nine months and they are approved by the state: Spartan Fire and Emergency Apparatus. The new vehicle would be a Demers.

Once we receive the new ambulance we propose sending our truck with the most miles (Truck # 209) to have the ambulance box remounted onto a new chassis, which may occur before the end of FY 2024-2025.

The cost of new ambulances has increased dramatically over the past few years. The last new truck we purchased in FY2022 was at a cost of \$225,809 The new truck being proposed today costs \$351,083. The last truck that was remounted was in FY2023 at a cost of \$144,000. The remount proposed today will cost \$229,387

STAFF RECOMMENDATION, IF APPLICABLE:

NIA

RECOMMENDED ACTION/MOTION:

Motion to approve the purchase of the Demers ambulance from Spartan Fire and Emergency Apparatus at a cost of \$351,083 and the remount at a cost of \$229,387 and to transfer this amount from fund balance to a capital reserve. We will take delivery on the ambulance in FY 2026.

FISCAL IMPACT:

The total cost of the new ambulance and remount is \$580,470. The action will generate some savings in future maintenance costs.

Johnna Sharpe has provided an estimate on where fund balance stands for 2024 and a projection for 2025. That is attached.

Attachments:

Powerpoint Presentation
Quotes for new ambulance and remount
Fund Balance estimate



PROPOSAL FOR FURNISHING CUSTOM AMBULANCE

11/06/24

Caswell County EMS
144 Main Street
Director Barry Lynch
Yanceyville, North Carolina 27379

The undersigned is prepared for Caswell County EMS, upon an order being placed by you, for final acceptance by Demers Ambulances, at its home office in Beloeil, Quebec the apparatus and equipment herein named and for the following prices:

\$ 351,083.00

**One (1) Demers MXP 170
Unit - Ford 450 4x4 Diesel
Delivery, Training, Final Inspection
Stryker PowerLoad 110/12V HVAC, and Graphics Included**

Price Valid through December 6th, 2024

Total: \$ 351,083.00

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about **7-9 Months** after receipt of the chassis and clean order specification.

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for apparatus conforms to all Federal Department of Transportation (DOT) rules and regulations in effect at this time of bid. Any increased costs incurred by first party because of future changes in or additions to said DOT standards will be passed along to the customers as an addition to the price set forth above.

Unless accepted by December 6th, 2024 the right is reserved to withdraw this proposition.

Spartan Fire and Emergency Apparatus, Inc.

By: Kennen William Smith
Authorized Sales Representative



PROPOSAL FOR FURNISHING CUSTOM AMBULANCE

(11-6-2024)

Caswell County EMS
144 Main Street
Director Barry Lynch
Yanceyville, North Carolina 27379

The undersigned is prepared for Caswell County EMS upon an order being placed by you, for final acceptance by Spartan Fire and Emergency Apparatus, at its home office in Garner, North Carolina the apparatus and equipment herein named and for the following prices:

\$ 229,387.00

**One (1) Remounted AEV 156 Model
Unit – Ford F450 4x4 Diesel Chassis
Delivery, Training and Graphics Included**

Price Valid through December 6th, 2024

Total: \$ 229,387.00

The Truck will be due at our Remount provider on September 2025 and will be completed and ready for delivery 220-240 Days after scheduled start date. Timeline will be provided to Caswell County ahead of time.

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for apparatus conforms to all Federal Department of Transportation (DOT) rules and regulations in effect at this time of bid. Any increased costs incurred by first party because of future changes in or additions to said DOT standards will be passed along to the customers as an addition to the price set forth above.

Unless accepted by December 6th, 2024 the right is reserved to withdraw this proposition.

Spartan Fire and Emergency Apparatus, Inc.

By: Kennex William Smith
Authorized Sales Representative

CASWELL COUNTY GENERAL FUND - FUND BALANCE HISTORY / PROJECTION

		BUDGETED USE OF FUND BALANCE VERSUS ACTUAL USE				ENDING FUND BALANCE					
						TOTAL FUND BALANCE		UNASSIGNED FUND BALANCE		ASSIGNED- SUBSEQUENT YEAR'S BUDGET (Part of Total)	
Fiscal Year		Original Budget	Revised Budget	Actual	Variance to Revised	Dollars	Percent	Dollars	Total	Dollars	Total
AUDITED	2020	(\$2,156,663)	(\$2,156,663)	\$1,384,827	\$3,541,490	\$9,879,513	34.7%	\$3,842,158	13.5%	\$1,838,639	6.5%
	2021	(\$1,846,734)	(\$2,431,823)	\$1,210,663	\$3,642,486	\$11,453,196	41.7%	\$4,206,749	15.3%	\$1,967,180	7.2%
	2022	(\$2,922,608)	(\$3,305,101)	\$3,245,819	\$6,550,920	\$14,942,952	53.4%	\$7,150,570	25.5%	\$1,968,004	7.0%
FORECAST	2023	(\$1,968,004)	(\$2,368,004)	\$2,000,000	\$4,368,004	\$16,942,952	54.8%	\$8,550,570	27.6%	\$2,555,515	8.3%
	2024	(\$2,555,515)	(\$2,855,515)	\$500,000	\$3,355,515	\$17,442,952	52.4%	\$7,450,570	22.4%	\$4,153,376	12.5%
	2025	(\$4,153,376)	(\$3,553,376)	(\$1,500,000)	\$2,053,376	\$15,942,952	47.7%	\$6,950,570	20.8%	\$0	0.0%

Note 1: The Fund Balance Forecasts for FY24 and FY25 are based on original budget amounts.



AGENDA FORM

TO: Caswell County Board of Commissioners

FROM: Renee Paschal, Interim County Manager

SUBJECT: Approve contract for Old Courthouse HVAC replacement

BACKGROUND INFORMATION:

The FY 2025 budget includes funds to replace the HVAC system in the old courthouse. Replacement is needed because the system is inefficient, has only one thermostat controlling the bottom two floors, and we cannot find new replacement parts.

Quotes were received as follows:

Duggins Mechanical: \$196,000

Superior Mechanical, Inc.: \$200,000

James Heating & Air Conditioning declined to submit a bid because the job is too large.

County Manager Scott Meszaros has already given Duggins Mechanical notice to proceed and the work is scheduled for January, 2025. However, the board must approve the contract prior to work beginning.

The new system is more energy efficient and has humidity controls that will protect the paint and plaster of the old courthouse. In addition, thermostats will be located throughout the building to allow occupants to change the temperature.

STAFF RECOMMENDATION, IF APPLICABLE:

N/A

RECOMMENDED ACTION/MOTION:

Award the low bid to Duggins Mechanical and approve the contract with Duggins Mechanical.

FISCAL IMPACT:

These funds were included in the 2025 budget. \$196,000 was budgeted.

ATTACHMENTS:

- Bids
- Contract

Historic Court House Heat and Air

Duggins Mechanical
618 W Elm St
Graham, NC 27253 US
336-226-2164



Estimate

ADDRESS

Caswell County

ESTIMATE # 1997

DATE 02/19/2024

fiscal '25

JOB LOCATION

Historic Court House

ACTIVITY	QTY	AMOUNT
Total Job LG Budget Quote	1	196,000.00
20 ton VRF system with an additional 10 ton reheat/dehumidification coil New EEV kits for evaporator coils New Baldor blower motor with variable frequency drive Install 2) 5 ton ducted mini split systems for 1st floor Install 2) 2 ton ducted mini split systems for basement area Remove and dispose of existing equipment Install new drain line Install new digital thermostat Install new equipment support pad Install new secondary drain pan Install water detection device Install new copper refrigeration piping Install new flue venting High voltage reconnection by Clint Wilson Install new duct work as needed Connect to existing duct work Fresh air Recovery refrigerant from old equipment Decommission boiler & abandon in place All materials, equipment and labor		
SUBTOTAL		196,000.00
TAX		0.00
TOTAL		\$196,000.00

Accepted By

Accepted Date

9/4/2024

** Bid approved
in 2025 Budget
presentation*

Website:

www.dugginsmechanical.com

Email:

dugginsmechanical@gmail.com

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



P.O. Box 877

162 Pointe South Dr.

Randleman, NC 27317

Office:336.498.7609 Cell:336-215-8690

Customer: Caswell County
Address: 144 Court Square Yanceyville NC 27379
Job Site: 144 Court Square Yanceyville NC 27379
Contact: BJ Powell

Date: 12/12/23

Budgetary Use only.

Mr. BJ,

In response to your request, we are pleased to quote the installation of Two Outdoor Ray Pak Condensing Hot water boilers as discussed and outlined below:

Scope of Work

1. Demo existing Boiler and leave on site as back up.
2. Install new tees and cut offs to isolate new boiler from old boiler for back up purposes.
3. Installing two Ray pack outdoor condensing boilers on new concrete pad.
4. New concrete pad for new boilers.
5. New piping from new boiler to existing piping with three-way actuator valves installed.
6. New heat trace for all new outside piping.
7. New piping insulation and meatal jacket for new piping
8. New gas line from meter to new boiler hung and properly marked.
9. Provide crane to set new Boilers on ground in predetermined location.
10. Provide and install one new hot water circulating pump for a continuous loop.
11. All wall penetrations are to be sealed, cut and performed in a safe and OSA approved manner.

12. Clean up work area during and after work performed.
13. Perform commissioning of equipment and factory start up.

Exclusions/Notes:

1. Any work outside of scope listed above is subject to additional charges.
2. There are no controls or building automation included in this quote.
3. The proposal is good for 30 days due to the rising cost of materials.
4. No engineering is included in this quote.

5. A load calculation on the space is not included.

All the work above is to be performed at the cost of – Two Hundred Thousand Zero Dollars and Zero Cents. \$200.000.00 plus any applicable tax if applies.

Budget number only for the above proposal.



P.O. Box 877
162 Pointe South Dr.
Randleman, NC 27317
Office:336.498.7609 Cell:336-215-8690

We appreciate the opportunity to provide you with this proposal for the work mentioned. We look forward to working with you!

Respectfully Submitted,

Jeff D Strickland

Jeff D. Strickland

Superior Mechanical, Inc.

Signature: _____

Date: _____

Financial terms and conditions:

For the project work performed by the Subcontractor under this Agreement, the customer will be obligated to make partial payments to the Subcontractor in the form of monthly progress payments. Owner assumes responsibility for issuing payment within 30 days of posted invoice date. Any invoices that do not have payment remitted within the 30 day credit allowance is subject to a 2.5% monthly finance charge. The Subcontractor will be paid for the work in place and materials properly stored by the Subcontractor. No payment shall be in any respect taken as an acceptance of release of the Subcontractor's responsibility under the terms of this project. All material for which the Subcontractor is paid shall become the property of the Owner and shall not be removed from the project site. Final payment shall be made after completion and the Owner's acceptance of and payment for all work, upon presentation of a final request for payment accompanied by a release or other satisfactory evidence that there are no liens, bond claims, claims or other indebtedness connected with the work of the Subcontractor. Acceptance of final payment shall be held to be a final waiver of all claims of whatsoever nature against the Owner and the Contractor.





209 W Ruffin Street
Mebane, NC 27302
919-563-3683

9/4/2024

R.D. Hayes
Caswell County Board of Commissioners

Re: Old Court House

In reference to the requested quote for the Old Court House, I was contacted by RD for an estimate. However, this job was too large for our small company. We decided that we could not provide a quote for this job.

Let me know if you have any questions.

Thank You

A handwritten signature in cursive script that reads "James Ball".

James Ball
James Heating & Air

Old Court House

Debra Whitt <debra@jamesheatingandair.com>

Wed 9/4/2024 9:02 AM

To: R.D. Hayes <rhayes@caswellcountync.gov>

 1 attachments (249 KB)

CCF09042024.pdf;

[CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.]
[Report all suspicious emails to the Caswell County IT Dept. Forward them to helpdesk@caswellcountync.gov or call 336-974-4357.]

Please see attached

Let me know if you have any questions.

Debra Whitt
919-563-3683
209 W Ruffin Street
Mebane, NC 27302





AGENDA FORM

TO: Caswell County Board of Commissioners

FROM: Renee Paschal, Interim County Manager

SUBJECT: Extension of NC One Grant for Riverside

BACKGROUND INFORMATION:

With county approval on April 26, 2021, a grant agreement was executed with NC Department of Commerce, Riverside Furniture, and Caswell County for a \$150,000 NC One grant and a \$250,000 Reuse Grant to Riverside Furniture. To receive grant funds, the company had to invest \$5,495,000, create 50 new jobs, and retain 5 jobs. Caswell County was required to provide a \$62,500 match.

The initial agreement expired December 4, 2024 (apparently the attached ordinance had an incorrect expiration date). The company has not yet met the job creation requirements and has requested an extension to December 4, 2025.

Caswell County has paid out \$37,500 to date. If the company is able to meet its jobs target and the grant is extended, the county would have to pay an additional \$25,000.

If the grant is not extended, Riverside will not receive the remainder of state and county funds, approximately \$75,000 in state funds and \$25,000 in county funds.

STAFF RECOMMENDATION, IF APPLICABLE:

N/A

RECOMMENDED ACTION/MOTION:

Motion to approve the Grant Extension Agreement.

FISCAL IMPACT:

The funds were previously budgeted. \$37,500 has already been paid. Another \$25,000 may be paid if the company meets its job creation goal. Currently those funds are in fund balance.

ATTACHMENTS:

- Amended and Restated County Performance Agreement The One NC Fund.
- Ordinance Adopting a Grant Project Ordinance for Riverside Furniture and Ordinance Amending the 2021-22 General Fund Budget

AMENDED AND RESTATED

COMPANY PERFORMANCE AGREEMENT

THE ONE NORTH CAROLINA FUND

STATE OF NORTH CAROLINA

COUNTY OF WAKE

This Company Performance Agreement (the "CPA"), effective the 4th day of December, 2020 (the "Effective Date"), by and between Riverside Furniture Corporation an Arkansas Corporation authorized to do business in North Carolina (the "Company"), and the County of Caswell, North Carolina (the "Local Government," and, together with the Company, the "Parties");

WITNESSETH:

WHEREAS, the Local Government has applied for a One North Carolina Fund grant from the North Carolina Department of Commerce (the "DOC"); and

WHEREAS, a One North Carolina Fund grant award in the amount of One Hundred Fifty Thousand Dollars (\$150,000) (the "Grant") has been negotiated and agreed to by DOC and the Parties; and

WHEREAS, the Grant has been approved by DOC for disbursement to the Local Government pursuant to the terms of the One North Carolina Fund Local Government Grant Agreement between the Local Government and the DOC (the "LGG"); and

WHEREAS, the Grant is to be used by the Company toward the goal of creating Fifty (50) new jobs (the "Target New Jobs"), which shall be permanent full-time jobs (each, a "New Job"), and Five Million Four Hundred Ninety Five Thousand Dollars (\$5,495,000) (the "Target Investment") in new investment in the State of North Carolina; and

WHEREAS, the Company has represented that the Grant is necessary to enable the investment and job creation by the Company to occur and go forward in North Carolina; and

WHEREAS, the Grant will enable retention of 5 permanent full-time jobs (the "Retained Jobs"), which is the total number of positions the Company maintained in North Carolina prior to the Effective Date; and

WHEREAS, the Grant will stimulate economic activity and create new jobs for the citizens of the State of North Carolina; and

WHEREAS, the Grant is issued pursuant to and subject to the terms of N.C. Gen. Stat. § 143B-437.70 *et seq.* and the Guidelines and Procedures for Commitment of Funds from the One North Carolina Fund (the "Program Guidelines");

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WHEREAS, pursuant to, inter alia, N.C. Gen. Stat. § 143B-437.07 and G.S. 143B-437.72(b), as these statutes may be amended from time to time, the DOC is required to submit regular reports to the North Carolina General Assembly regarding operation of the One North Carolina Fund and the performance and funding requirements for each One North Carolina Fund grant awarded;

NOW, THEREFORE, in consideration of the representations set forth above and the mutual covenants and promises set forth below, the Company and the Local Government hereby agree as follows:

1.0 PERFORMANCE CRITERIA

In order to be eligible for the full amount of the Grant, the Company must fulfill the following requirements:

1.1 The Company shall undertake and operate in a timely manner the following project at the following location (the "**Project**"):

A plant (the "**Facility**") at which the Company will manufacture, design and distribute residential furnishings to be located in or around 5928 North Highway 87 in the Town of Gibsonville in Caswell County, North Carolina.

1.2 The Company shall maintain its current operations at its facilities in North Carolina and a base level of the number of required Retained Jobs in North Carolina, in addition to any New Jobs to be created as part of this CPA.

1.3 The Company shall make good faith efforts to create and maintain the Target New Jobs as part of the Project, as described in the Company's application to DOC (the "**Company Application**"). The New Jobs must be filled by employees hired for the Project on or after the Effective Date who work for at least thirty-five (35) hours per week, and whose wages are subject to withholding under Article 4A of Chapter 105 of the General Statute. Independent contractors, consultants, seasonal and temporary employees are not to be included as New Jobs. In order to be eligible for the full Grant, the Company must create Forty Five (45) New Jobs (the "**Required New Jobs**") (90% of the Target New Jobs), by December 4, 2025 (the "**Grant End Date**," which shall be five years from the date on which the Grant was formally awarded) (the period between December 4, 2020 and December 4, 2025, the "**Grant Period**").

The New Jobs will be new jobs and cannot be existing North Carolina positions or employees of the Company or any of its related members or affiliates that are transferred or shifted such that a previously existing North Carolina job, or a North Carolina job that was not previously part of the Project, is counted towards performance under this CPA.

1.4 The average weekly wage of the group of all permanent full-time jobs at the Facility, including the New Jobs, will equal or exceed Seven Hundred One Dollars (\$701) per week (the "**Wage Standard**").

1.5 The Company shall provide health insurance for all permanent full-time employees at the Facility, including the New Jobs, in at least the minimum amount required for eligibility.

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- 1.6 The Company shall make good faith efforts to make the Target Investment in the form of privately funded investment in real property and/or machinery and equipment as part of the Project, and must invest at least Four Million Nine Hundred Forty Five Thousand Five Hundred Dollars (\$4,945,500) by the Grant End Date (the “**Required Investment**”) (90% of the Target Investment).
- 1.7 The proceeds of the Grant may be used only to offset statutorily qualifying expenses as set out in N.C. Gen. Stat. § 143B-437.71(b) (“**Statutorily Qualifying Expenses**”). Those expenses are installation or purchase of equipment; structural repairs, improvements, or renovations to existing buildings to be used for expansion; construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for existing buildings or for new or proposed buildings to be used for manufacturing and industrial operations; or such other expenses as specifically provided for by an act of the General Assembly.
- 1.8 Release of any Grant funds under this CPA is contingent on the Company providing verification that the Project has received all of its required environmental permits.

2.0 **DISBURSEMENT OF GRANT**

- 2.1 Proceeds of the Grant up to a total amount of One Hundred Fifty Thousand Dollars (\$150,000) will be disbursed by DOC to the Local Government in four installments based on creation and maintenance of the New Jobs and satisfaction of other performance criteria set out in Section 1.0 above (“**Performance Criteria**”). The number of New Jobs to be counted shall be determined as provided in Paragraph 6.1 hereof. At the time of any requested disbursement, the Company must certify its performance by submitting a duly executed disbursement request and certification in the form of Exhibit A hereto (the “**Company Disbursement Request**”), and the Local Government must submit a duly executed disbursement request and certification in the form of Exhibit A to the LGGA (the “**Local Government Disbursement Request**”). Disbursement will occur on the following schedule and will be subject to any adjustments required by this CPA:
- a. The first twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company has (i) maintained 100% of the Retained Jobs; (ii) created and retained not less than twenty-five percent (25%) of the Target New Jobs (i.e., 13 New Jobs), (iii) satisfied the Wage Standard and health insurance requirements, (iv) invested the amount to be disbursed in Statutorily Qualifying Expenses, and (v) obtained all required environmental permits.
 - b. The second twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company has (i) maintained 100% of the Retained Jobs; (ii) created and retained not less than fifty percent (50%) of the Target New Jobs (i.e., 25 New Jobs), (iii) satisfied the Wage Standard and health insurance requirements, and (iv) invested the amount to be disbursed in Statutorily Qualifying Expenses.
 - c. The third twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company has (i) maintained 100% of the Retained Jobs; (ii) created and retained not less than seventy-five percent (75%) of the Target New Jobs (i.e., 38 New Jobs), (iii) satisfied the Wage Standard and health insurance requirements, and (iv) invested the amount to be disbursed in Statutorily Qualifying Expenses.

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- d. The final twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company has (i) maintained 100% of the Retained Jobs; (ii) created and retained the Required New Jobs, (iii) satisfied the Wage Standard and health insurance requirements, (iv) made the Required Investment, and (v) invested the amount to be disbursed in Statutorily Qualifying Expenses.

The Local Government will submit or cause to be submitted to DOC each Company Disbursement Request and Local Government Disbursement Request, upon proof of the creation of the required number of New Jobs and the satisfaction of all other Performance Criteria necessary for disbursement. Following receipt of Grant funds from DOC, the Local Government will disburse funds to the Company.

The Company may qualify for disbursement of multiple installments on a single date.

Should it become necessary for a job created after the Effective Date to be counted by the Company as a Retained Job for purposes of establishing the base level of jobs required to be maintained by this CPA, that job may not be double-counted as a New Job.

2.2. DOC will close out the Grant on the first to occur of:

- (i) The date as of which DOC shall have received and accepted proof reasonably satisfactory to it that the Project has been completed and the Performance Criteria satisfied.

- (ii) The Grant End Date.

("Closeout").

Following Closeout, to the extent any Grant proceeds may be due and upon submission of duly completed Company Disbursement Request and Local Government Disbursement Request, a final Grant payment will be disbursed. A request for final payment, if not made previously, must be made to DOC within thirty (30) days following the Grant End Date, provided, however, that if the Company has completed performance and become entitled to a final disbursement of funds under Paragraph 2.1d of this CPA, during any time earlier in the Grant Period, the Company must submit a completed Company Disbursement Request and Local Government Disbursement Request within one year from the date of completed performance (but in no event later than thirty (30) days following the Grant End Date) or forfeit the disbursement.

3.0 OBLIGATION TO REPAY GRANT

- 3.1 **Failure to Provide Health Insurance.** If, at any time during the Grant Period or during the period set forth in Section 5.0, the Company fails to provide health insurance to all permanent full-time employees at the Facility in the amount required for eligibility the Company will be in default of this CPA and will reimburse DOC the total amount of the Grant previously disbursed in accordance with this CPA.

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- 3.2 **Ceasing Project Operations.** If at any time during the Grant Period or during the period set forth in Section 5.0 hereof, the Company substantially ceases operations at the Facility, the Company shall immediately repay all Grant funds previously disbursed in accordance with this CPA.
- 3.3 **Failure to Achieve Wage Standard.** If at any time during the Grant Period or during the period set forth in Section 5.0 hereof, the average weekly wage of the group of all permanent full-time jobs at the Facility fails to equal or exceed the Wage Standard, the Company will be in default under this CPA, no further disbursement will be made, and the Company will reimburse DOC the total amount of the Grant previously disbursed in accordance with this CPA.
- 3.4 **Reserved.**
- 3.5 **Other Failures to Comply.** The Company may be required to reimburse Grant funds previously disbursed for failure to comply with Paragraphs 6.4 and 6.16 hereof, or as provided in Paragraphs 4.1 and 5.3 hereof.
- 3.6 **Recovery of Costs.** If the Company fails to reimburse any amount payable hereunder, on demand, the Local Government and DOC may recover the costs of collection to obtain recovery, from the Company, including reasonable attorneys' fees.

4.0 ADJUSTMENTS TO GRANT AT CLOSEOUT

- 4.1 If Closeout occurs on the Grant End Date and the Company has failed to create and retain the Required New Jobs, has failed to make the Required Investment, or has failed to invest an amount equal to 100% of the Grant in Statutorily Qualifying Expenses, the amount of the Grant shall be reduced to the smallest of the following amounts (the "**Adjusted Grant**"):
 - a. The amount obtained by multiplying the Grant by a fraction the denominator of which is the Required New Jobs and the numerator of which is the number of New Jobs actually created and retained as of that date, as expressed in the following formula:

$$\text{Adjusted Grant} = \text{Original Grant Amount} \times \frac{\text{New Jobs Actually Created and Retained}}{\text{Required New Jobs}}$$
 - b. The amount obtained by multiplying the Grant by a fraction the denominator of which is the Required Investment and the numerator of which is the investment actually made as of that date, as expressed in the following formula:

$$\text{Adjusted Grant} = \text{Original Grant Amount} \times \frac{\text{Investment Actually Made}}{\text{Required Investment}}$$
 - c. The amount the Company has spent on Statutorily Qualifying Expenses
- 4.2 To the extent the amount of the Adjusted Grant is less than the amount that has been previously disbursed to the Company, the Company shall reimburse DOC for the difference between the Adjusted Grant and the amount previously disbursed.

5.0 OBLIGATIONS BEYOND CLOSEOUT

- 5.1 If Closeout occurs on or before the date that is exactly one year prior to the Grant End Date, the Company will maintain at least ninety percent (90%) of the number of New Jobs in place at Closeout for two (2) years after the date of Closeout.
- 5.2 If Closeout occurs after the date that is exactly one year prior to the Grant End Date, the Company will maintain at least ninety percent (90%) of the number of New Jobs in place at Closeout until the date that is the one year anniversary following the Grant End Date.
- 5.3 If the Company fails to maintain at least ninety percent (90%) of the number of New Jobs in place at Closeout for the required time period following Closeout, as specified in Paragraphs 5.1 and 5.2 hereof, the Company will be in default of this CPA and shall reimburse to DOC the total amount of the Grant funds previously disbursed in accordance with this CPA.

6.0 ADDITIONAL PROVISIONS

- 6.1 The Company shall provide to DOC and the Local Government all documentation deemed necessary by DOC or the Local Government to verify Retained Jobs, and creation and retention of New Jobs, salary levels, health insurance, investments, Statutorily Qualifying Expenses, environmental permits and other Performance Criteria specified in this CPA, including copies of the N.C. Department of Commerce Division of Employment Security Employer's Quarterly Tax and Wage Report ("NCUI 101"), a list of all positions used in accounting for the Grant and the names of the individuals filling those positions. The threshold numbers of New Jobs created for the Company to be eligible for disbursements under Paragraph 2.1 hereof, shall be measured by adding the three figures that represent the average number of New Jobs (calculated after deducting the Retained Jobs and any other position that does not qualify as a New Job) that have been created during the Grant Period and have been retained during each of the three months of the quarter reported in the Company's NCUI 101, and dividing that sum by three, or in such other manner determined by the DOC to reasonably reflect New Job creation. **The Company shall not include in such count, any temporary, seasonal, contract, or part-time employees, employees that were hired prior to the Effective Date, or employees that were hired from affiliates of the Company in North Carolina, even if those employees are included in the NCUI 101. The Company shall certify how many of the employees listed on the NCUI 101 in each month qualify under the definition of Retained Jobs and New Jobs. For verification of Required Investment, the Company shall provide a fixed asset report and any other documentation requested by DOC. The Company's compliance with the job creation and/or retention, investment, Statutorily Qualifying Expense, environmental permit and other Performance Criteria set out in this CPA shall be attested to under oath by an officer of the Company.**
- 6.2 By not later than February 1 of each year during the Grant Period (and with respect to Paragraph 6.2A, through the later of February 1 following the date established pursuant to Paragraph 5 hereof or the date on which the Local Government provides the final funds that would bring the local matching contribution to the level provided by the Grant), the Company must submit the following to the DOC, in the form of Exhibit B hereto:

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- A. a copy of the Company's fourth calendar quarter performance (ending December 31) NCUI 101 for the previous calendar year, containing all information required by Exhibit B (N.C. Gen.Stat. §143B-437.07).
 - B. a statement indicating whether the Company expects to have completed Performance Criteria sufficient to request a disbursement during the upcoming state fiscal year (July 1 through June 30). Failure to identify the expected performance over the coming fiscal year may result in ineligibility for a disbursement during that period, or may limit the amount of disbursement available to the Company during the upcoming fiscal year. (N.C. Gen. Stat. §143B-437.72(b)(6b)).
- 6.3 If unforeseen calamity, an Act of God, or financial disaster is the cause of the Company's failure to satisfy or perform its obligations under this CPA, the Company and the Local Government may request an extraordinary modification of this CPA from the Secretary of DOC (the "Secretary"). The Parties agree that any decision to allow such modification shall be at the sole discretion of the Secretary, that such modifications are rarely, if ever, granted, and that the Secretary's decision regarding any extraordinary modification shall be final and not subject to review or appeal.
- 6.4 The Company shall keep and maintain books, records, and other documents relating to the receipt and disbursement of the Grant and fulfillment of this CPA, including, but not limited to, records to verify employment, salaries, health insurance, investment amounts, Statutorily Qualifying Expenses and environmental permits.

Subject to any applicable federal or North Carolina laws or regulations respecting employee privacy, the Company agrees that any duly authorized representative of the Local Government or the State of North Carolina, including the DOC, the Office of the North Carolina State Auditor, and the Office of State Budget and Management shall, at all reasonable times and on reasonable notice, have access to and the right to inspect, copy, audit, and examine all of the relevant books, records, and other documents relating to the Grant and the fulfillment of this CPA throughout the Grant Period and for a period of six years thereafter.

If the Company fails to keep and maintain books and records necessary for verifying fulfillment of this CPA, including, but not limited to, adequate records for the verification of employment, salaries, investment amounts, Statutorily Qualifying Expenses and environmental permits, or if the Company fails to provide access and right of inspection sufficient to verify compliance with this CPA, the Local Government or the Secretary may in its or his discretion declare this CPA to be in default, withhold payments for or under this CPA or the LGGA, and/or require reimbursement of all or any portion of the Grant previously paid.

The Company shall provide any information DOC requests in order to produce reports or compile data required by the General Assembly.

- 6.5 To the extent any information or documents gathered by or provided to the Local Government or the DOC would be regarded as confidential or not subject to disclosure under federal law or the North Carolina General Statutes (including, without limitation, N.C. Gen. Stat. §§ 132-1 *et seq.*, commonly referred to as the ("**Public Records Act**"), the Company shall clearly identify and mark them as such and that information will, to the extent allowed by law, be treated as

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confidential and not subject to disclosure by the Local Government and DOC and their authorized representatives.

The Company has read and understands North Carolina's laws regarding the treatment of public records and confidential information, including without limitation, those provisions set forth in Exhibit C.

The Company shall be responsible for any and all costs, expenses, fees, or losses that they or the Local Government or DOC or any other State entity may incur as a result of responding to or resisting any request, subpoena, legal complaint, court order, or other demand seeking to compel such party to release or disclose records, documents, or information pertaining to the Company, to the extent that the Company notified the State entity that it objects to such disclosure or release and the State defends against such release; and the Company shall indemnify the Local Government, DOC, and State entities and their authorized representatives for all costs associated therewith, provided that, no such indemnified party shall be obligated to take any such action.

- 6.6 Notwithstanding anything herein to the contrary, the Parties acknowledge the due execution of the LGGA and agree that any conflict between the provisions, requirements, duties, or obligations of this CPA and the LGGA shall be resolved in favor of the LGGA. The Parties further agree that any conflict between the provisions, requirements, duties, or obligations of this CPA and any program documentation for this Grant other than the LGGA shall be resolved in favor of this CPA.
- 6.7 The Company acknowledges that none of the North Carolina operations owned by the Company or a related entity or affiliate shall be curtailed as a result of the Project.
- 6.8 The Company shall perform and abide by all commitments it made in the Company Application, except as otherwise expressly stated herein. The Company affirms its commitments made in the Company Application, and the commitments contained therein are incorporated herein by reference, as if set out in full. The Parties agree that any conflict between the provisions of this CPA and any commitments made in the Company Application to DOC shall be resolved in favor of this CPA.
- 6.9 The Company indemnifies and holds harmless the Local Government, DOC, and State entities, and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties arising out of or any act or omission of the Company in connection with the performance of this CPA, and for all losses arising from implementation of this CPA. Without limiting the generality of the foregoing, the Company releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties, and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with or on or about the Facility, or resulting from any defect in the fixtures, machinery, equipment, or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether or not arising out of acts, omissions, or negligence of the Company or any of its agents, contractors, servants, employees, licensees, lessees, or assignees). Each Indemnified Party is an express, third party beneficiary of the Company's obligations under this Paragraph.

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- 6.10 The representations made by the Company in the Company Application to DOC or as part of the application process are incorporated herein by reference and deemed by the Parties to be material to this CPA. The Company affirms these representations. The Parties agree that any conflict between any representations contained in this CPA and those representations contained in the Company Application to DOC or made as part of the One North Carolina Fund application process shall be resolved in favor of this CPA.
- 6.11 The recitals are an integral part of this CPA.
- 6.12 If the Company has an overdue tax debt owing to the State of North Carolina, as defined in N.C. Gen. Stat. § 105-243.1, no payments will be made under this CPA or the LGGGA until that tax debt has been satisfied. If an overdue tax debt goes unsatisfied by the Company for more than one year, this CPA may be declared in default and terminated at the direction of DOC.
- 6.13 The Local Government's obligation to make disbursements to the Company under this CPA is contingent upon the Local Government's receipt under the LGGGA of the necessary disbursements from DOC, which are, in turn, contingent on appropriation, allocation and availability of funds for the Grant to DOC.
- 6.14 This CPA constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina. The Parties agree and submit, solely for matters concerning this CPA, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this CPA, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement, shall be determined.
- 6.15 The Parties agree that the State of North Carolina Department of Commerce is a third-party beneficiary of this CPA and may, at its option, enforce the terms of this CPA or appear as a party in any litigation concerning it or the Grant.
- 6.16 The Company shall comply with all applicable federal, state, and local laws and regulations. If the Company fails to comply with any law or regulation applicable to it, the Secretary may, in his sole discretion, terminate the Grant and declare that no future Grant disbursement shall be due and payable and/or require the Company to reimburse DOC all or part of any Grant funds previously disbursed following the date of any such violation. The Secretary may determine, in his sole discretion, that where the Company is under investigation for an act involving violation of federal, state, local law or regulation, including an unresolved environmental violation, Grant funds be withheld until such time as a determination of culpability or liability is made, and, if the Company is determined to be in violation, the Grant may be terminated and the Company may be required to reimburse the DOC for all or part of any Grant funds previously disbursed. If such investigation is not concluded within two (2) years of the Grant End Date, the DOC may terminate the Grant.
- 6.17 Failure of the Local Government or DOC at any time to require performance of any term or provision of this CPA shall in no manner affect the rights of the Local Government or DOC at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Local Government or DOC of any condition or the breach of any term, provision or representation contained in this CPA, whether by conduct or

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otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

- 6.18 The Company is encouraged to utilize the services of North Carolina small businesses and minority, female, and disabled contractors, to offer positions in connection with the Project to North Carolina residents, and to use the North Carolina state ports when reasonable and commercially practicable.
- 6.19 In addition to any rights and remedies provided to the Local Government and DOC by law, DOC has the right, without prior notice to Company, any such notice being expressly waived by Company to the extent permitted by applicable law, upon the occurrence of any event herein which would result in the Company's obligation to repay some or all of Grant monies disbursed hereunder (including without limitation Section 3, 4 and 5 hereof), to set-off and apply against any amounts due hereunder, any amount owing from DOC or the State to the Company.
- 6.20 **This Grant award shall terminate and be null and void on January 24, 2025, if by that date the Company has not delivered back to the DOC, this CPA, duly executed by an authorized officer of the Company, and attested in the manner provided below. This Grant is also subject to the requirement that the Local Government deliver to the DOC, this CPA, duly executed by an authorized official of the Local Government, within sixty (60) calendar days following the date on which the DOC sends the CPA to the Local Government, together with a copy of the agreement with the Company governing the local incentives to be provided for the Project.**

IN WITNESS WHEREOF, the Company and the Local Government have executed this Company Performance Agreement, effective as of the day and year first written above. This CPA is executed under seal for purposes of any statute of limitations.

Approved and Accepted:

County of Caswell
(Local Government)

(Official Seal)

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

_____, Clerk

Signature page follows

*One NC Company Performance Agreement
Riverside Furniture Corporation/Caswell County
New and Retained Jobs; Company Only
Form 2018*

Riverside Furniture Corporation
(Company)

By: Mary E Brown

Name: Mary E Brown

Title: COO/CFO

Authorized Corporate Officer

Date: 12/3/2024

(Corporate Seal)

STATE OF Arkansas
COUNTY OF Sebastian

I, Ellen Seiter, a Notary Public of said State and County, do hereby certify that Mary E. Brown (the "principal") personally appeared before me this day, and/or (i) I have personal knowledge of the identity of the principal, and/or (ii) I have seen satisfactory evidence of the principal's identity, by current State or Federal identification with the principal's photograph, and such principal acknowledged to me that he or she voluntarily signed the foregoing document for the purpose therein and in the capacity indicated.

Ellen Seiter

Notary Public Signature

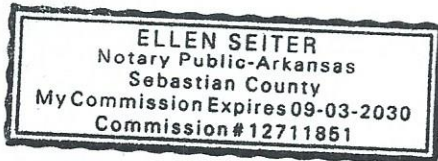
Ellen Seiter

Notary Printed or Typed Name

Witness my hand and official seal or stamp, this 3rd day of Dec., 2024

(Official Seal or Stamp)

My Commission expires on 09-03, 2030



One NC Company Performance Agreement
Riverside Furniture Corporation/Caswell County
New and Retained Jobs; Company Only
Form 2018

ORDINANCE NO. A

CASWELL COUNTY, NORTH CAROLINA

Ordinance Adopting a Grant Project Ordinance for Riverside Furniture Project in the Special Revenue Fund

BE IT ORDAINED by the Caswell County Board of Commissioners, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1: Estimated Revenues and Appropriations. Special Revenue Fund is hereby amended by increasing estimated revenues and appropriations in the amounts indicated:

	2021-22 Grant Project Budget
ESTIMATED REVENUES	
Reuse Grant NC Dept Commerce	250,000
One NC Grant	150,000
Transfer from GF - Match Reuse Grant	12,500
Transfer from GF - Match One NC Grant	50,000
Total Revenues	<u>462,500</u>
APPROPRIATIONS	
Riverside Furniture Project	462,500
Total Appropriations	<u>462,500</u>

Section 2: The Finance Officer is directed to maintain sufficient specific detailed accounting records to satisfy the requires of the grantor agencies and the grant agreements.

Section 3: The Finance Officer is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

Section 4: Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to County Board of Commissioners.

Section 5: This grant project ordinance covers the time period from December 10, 2020 and expires on December 10, 2022, unless terminated on an earlier date under the terms of the Grant Agreement or unless extended for an express term in writing by the County.

Description:

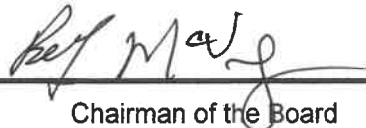
On April 26, 2021, the Caswell County Board of Commissioners entered into a Local Incentive Agreement with Riverside Furniture Corporation for the purposes of providing the company grant funding to secure the Company's location of its facility in Caswell County, NC. The funding to be provided includes a Rural Economic Development grant in an amount not to exceed \$250,000, a One NC Grant, not to exceed \$150,000 and a required county match totaling \$62,500. All terms must be complied with based upon the grant eligibility before funding can be paid. This amendment is to approve the acceptance of both grants and the transfer from the General Fund.

ATTEST:

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



Clerk to the Board


Chairman of the Board

May 16, 2022
DATE:

ORDINANCE NO. B
 CASWELL COUNTY, NORTH CAROLINA
 Ordinance Amending the 2021-22 General Fund Budget

BE IT ORDAINED by the Caswell County Board of Commissioners:

Section 1: Estimated Revenues and Appropriations. General Fund is hereby amended by increasing estimated revenues and appropriations in the amounts indicated:

	2021-22 Original Budget	Increase (Decrease)	2021-22 Amended Budget
ESTIMATED REVENUES			
Appropriated Fund Balance	1,967,180	62,500	2,029,680
Total Revenues	23,230,982	62,500	23,293,482
APPROPRIATIONS			
Transfers to Other Funds	2,961,565	62,500	3,024,065
Total Appropriations	23,230,982	62,500	23,293,482

Section 2: This ordinance shall be effective upon adoption.

Description:

On April 26, 2021, the Caswell County Board of Commissioners entered into a Local Incentive Agreement with Riverside Furniture Corporation for the purposes of providing the company grant funding to secure the Company's location of its facility in Caswell County, NC. The funding to be provided includes a Rural Economic Development grant in an amount not to exceed \$250,000, a One NC Grant, not to exceed \$150,000 and a required county match totaling \$62,500. All terms must be complied with based upon the grant eligibility before funding can be paid. This amendment is to approve the required county match amount for both grants for the transfer to the Special Revenue Fund - Grants Project Fund.

ATTEST:

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

Carla Smith
 Clerk to the Board

RJ MVL
 Chairman of the Board

May 16, 2022
 DATE:



CASWELL COUNTY LOCAL GOVERNMENT

RESOLUTION BY THE CASWELL COUNTY BOARD OF COUNTY COMMISSIONERS

AUTHORIZING APPLICATION TO THE NCDOT RURAL ECONOMIC DEVELOPMENT DIVISION BUILDING REUSE GRANT PROGRAM FOR PROJECT DAY

WHEREAS, the North Carolina Rural Infrastructure Authority (RIA) has authorized the awarding of grants from appropriated funds to aid eligible units of government in financing the cost of building activities needed to create jobs; and

WHEREAS, the County of Caswell desires assistance in financing a building project that may qualify for Rural Grants/Programs funding; and

WHEREAS, the County of Caswell intends to request grant assistance for Project Day from the Building Reuse Grant Program.

NOW THEREFORE BE IT RESOLVED, BY THE Caswell County Board of County Commissioners:

That the County of Caswell will provide 5% of the Building Reuse Program Grant toward project construction costs, if approved for a grant;

That Rick McVey, Chairman and successors so titled, is hereby authorized to execute and file an application on behalf of the County of Caswell with the Rural Grants/Programs Section for a grant to assist in the above-named Building Reuse project. That Bryan Miller, County Manager is hereby authorized and directed to furnish such information as Rural Grants/Programs Section may request in connection with an application or with the project proposed; to make assurances as contained in the application; and to execute such other documents as may be required in connection with the application.

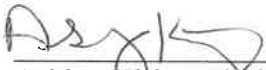
That the County of Caswell has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to the grants pertaining thereto.

Adopted this the 2nd day of November, 2020 at Caswell County, North Carolina.

Rick McVey, Chairman



ATTEST:



Ashley Kirby, Clerk

(Seal)



TO: Caswell County Board of Commissioners

FROM: Renee Paschal, County Manager

SUBJECT: Budget Amendment #11: Reimbursement of E-911 Ineligible Expenses for 2018 to 2022

RECOMMENDED ACTION/MOTION:

That the Board of Commissioners approves Budget Amendment #11 to transfer \$185,535 from the General Fund to the County's E911 Fund to reimburse the fund for cumulative ineligible expense from 2018 to 2022.

BACKGROUND:

The County receives funding from the State 911 Board for eligible expenses incurred in operating the County's 911 emergency dispatch system. The County provides an annual report to the State Board summarizing the revenues, expenditures and fund balance of the County's 911 Fund (Fund 220). Any expenses deemed ineligible are to be reimbursed by the County's General Fund. It is expected that the County's fund balance in Fund 220 as reported on the financial statements agrees to the fund balance reported to the State 911 Board.

In performing the audit work for FY23, it was discovered that the Fund Balance in Fund 220 was significantly less than that reported to the State 911 Board. After extensive research and consultation with the State 911 Board staff, it was determined that ineligible expenses occurred from 2018 to 2022. It was the responsibility of the Finance Director at that time to properly account for the ineligible expenses through reimbursement from the County's General Fund.

A summary below shows the differences began in 2018 with the cumulative difference of \$185,535 in 2022, which represents the amount to be transferred from the General Fund to the E911 Fund to properly state the beginning fund balance for FY23.

FISCAL IMPACT:

A General Fund transfer of \$185,535 in FY23 to establish an payable (due to) in the General Fund and a receivable (due from) in the E911 Fund will reduce the fund balance in the General Fund and create a budget violation FY23 as the transfer was not budgeted, but is necessary to properly state the FY23 fund balance in the County's E911 fund. There is sufficient unassigned fund balance at the end of FY22 to cover this transaction. The action to appropriate these funds in FY25 will allow for the actual transfer of cash between the two funds and elimination of the payable/receivable.

Failure to correct for these cumulative ineligible expenses jeopardizes future funding from the State E911 Board.

ATTACHMENTS:

Budget Amendment #11

**CASWELL COUNTY, NORTH CAROLINA
FISCAL YEAR 2025
BUDGET AMENDMENT NO. 11
Board Meeting: December 16, 2024**

BE IT ORDAINED by the Caswell County Board of Commissioners that the following amendments are hereby made to the Fiscal Year 2025 Budget.

JUSTIFICATION: See accompanying agenda item summary. Purpose is to correct E911 Fund Balance for ineligible expenditures from 2018 to 2022.

FUND- GENERAL FUND (Fund 100)			FY25 Current Budget	Increase (Decrease)	FY25 Amended Budget
DEPARTMENT: TRANSFERS					
REVENUES					
Appropriated Fund Balance	1000000	390000	\$ 2,693,687.03	\$ 185,535.00	\$ 2,879,222.03
EXPENDITURES					
Transfer to 911 Fund	1009810	598220	\$ -	\$ 185,535.00	\$ 185,535.00
<hr/>					
FUND- 911 Fund (Fund 220)					
DEPARTMENT: 911 Fund					
REVENUES					
Transfer from General Fund	2204331	380100	\$ -	\$ 185,535.00	\$ 185,535.00
EXPENDITURES					
Reserve for Future Projects	2204331	599000	\$ -	\$ 185,535.00	\$ 185,535.00

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

ATTEST:

Tim Yarbrough, Chair

Carla Smith, Clerk to the Board

Date



TO: Caswell County Board of Commissioners

FROM: Renee Paschal, County Manager

SUBJECT: Budget Amendment #12: Appropriation of E911 Fund Balance and Realignment of Budget

RECOMMENDED ACTION/MOTION:

The Board of Commissioners approves Budget Amendment #12 to appropriate \$104,565 of the E911 Fund Balance and realign the budget to fund the E911 consoles and generator replacement generator project.

BACKGROUND:

During the FY25 budget, E911 put forth a budget request to replace the consoles and generator at the 911 Center. The project totals \$560,000 with \$265,000 to be funded from the E911 Budget Fund Balance and \$295,000 appropriated in FY25 General Fund budget. During budget development, a discrepancy in the E911 Fund Balance was identified and the County's financial records did not show sufficient fund balance for funding the project. A preliminary budget was adopted until the issue with the fund balance could be resolved, but the General Fund Portion was included in the FY25 adopted.

With the fund balance discrepancy resolved through FY25 Budget Amendment #11, the FY25 E911 budget must be corrected and realigned to appropriate the funds required for the project and eligible ongoing expenses.

FISCAL IMPACT:

The County E911 fund balance reported to the State as of June 30, 2022, resulted in no State 911 Board funds being appropriated in FY25, and the revenue budget will be reduced. After correction of the E911 Fund Balance, sufficient funds are available for FY25 anticipated expenditures. The expected fund balance remaining at the end of FY 25 will be approximately \$50,000.

ATTACHMENTS:

1. Budget Amendment #12
2. E911 FY25 Budget Summary
3. NC911 Funds Overview

**CASWELL COUNTY, NORTH CAROLINA
FISCAL YEAR 2025
BUDGET AMENDMENT NO. 12
Board Meeting: December 16, 2024**

BE IT ORDAINED by the Caswell County Board of Commissioners that the following amendments are hereby made to the Fiscal Year 2025 Budget.

JUSTIFICATION: See accompanying agenda item summary. Purpose is to correct and realign E911 Budget after correction of Fund Balance in order to proceed with operational plans to replace consoles in and generator for the 911 center.

FUND- 911 Fund (Fund 220)				FY25 Current Budget	Increase (Decrease)	FY25 Amended Budget
DEPARTMENT: 911 Fund						
REVENUES						
NC911 PSAP FUNDS	2204331	335200	\$ 100,000.00	\$ (100,000.00)	\$	-
TRANSFER FROM GENERAL FUND	2204331	380100	\$ 185,535.00		\$	185,535.00
APPROPRIATED FUND BALANCE	2204331	390000	\$ -	\$ 204,465.00	\$	204,465.00
TOTAL REVENUES			\$ 285,535.00	\$ 104,465.00	\$	390,000.00
EXPENDITURES						
RESERVE FOR FUTURE PROJECTS	2204331	599000	\$ 185,535.00	\$ (185,535.00)	\$	-
SOFTWARE MAINTENANCE	2204331	532210	\$ 50,000.00	\$ 30,000.00	\$	80,000.00
TRAINING EXPENSES-EMPLOYEES	2204331	531000	\$ 20,000.00	\$ -	\$	20,000.00
TELECOMMUNICATION	2204331	532100	\$ 30,000.00	\$ (10,000.00)	\$	20,000.00
DATABASE MAINTENANCE	2204331	532200	\$ -	\$ 5,000.00	\$	5,000.00
CAP OUT-GENERAL	2204331	550000	\$ -	\$ 265,000.00	\$	265,000.00
TOTAL EXPENDITURES			\$ 285,535.00	\$ 104,465.00	\$	390,000.00

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

ATTEST:

Tim Yarbrough, Chair

Carla Smith, Clerk to the Board

Date

Information Items

Items

Caswell Tax Department Monthly Report for November 2024



CASWELL COUNTY

Office of the Tax Director

Thomas C Bernard
Tax Director

December 5, 2024

CASWELL COUNTY
BOARD OF COUNTY COMMISSIONERS
YANCEYVILLE, NC 27379

DEAR COMMISSIONERS,

I RESPECTFULLY SUBMIT MY REPORT ON TAXES COLLECTED AND TURNED OVER TO THE COUNTY FOR THE MONTH OF **NOVEMBER 2024** AS FOLLOWS:

DESCRIPTION	TOTAL
2024 Tax Collections	\$3,268,056.46
2025 Pre-Payments	\$75.00
County Maps	\$2.00
Beer/Wine License	\$0.00
GIS/Tax Data	\$0.00
Sheriff Levy	\$0.00
NSF/Refunded Check Fees	\$0.00
Re-Deposited NSF Check(s)	\$6.12
Solid Waste	\$333,025.45
Vehicle Fee	\$15.00
Interest	\$3,646.37
Foreclosure	\$5,706.61
Lien Fees	\$21.17
Advertisement	\$80.53
Garnishment Fee	\$30.00
Town of Yanceyville	\$50,844.99
Town of Milton	\$13,681.35
Casville FR21	\$12,664.51
FR31	\$124.32
Anderson FR01	\$21,800.38
Casville FR02	\$2,368.68
Cherry Grove FR03	\$24,408.18
Leasburg FR04	\$8,491.40

139 East Church Street - P.O. Box 204 Yanceyville, NC 27379

Phone: (336) 694-4194 - Fax: (336) 694-1405



CASWELL COUNTY

Office of the Tax Director

Thomas C Bernard
Tax Director

Milton FR05	\$7,715.95
Pelham FR06	\$20,504.30
Prospect Hill FR07	\$20,751.19
Providence FR08	\$19,072.32
Semora FR09	\$17,401.72
Yanceyville FR10	\$28,991.59
Refunds	\$2,092.03
Deposit Overage	\$0.00
Deposit Shortage	\$0.00
Total	\$3,861,577.62
Prior Years Collections (Out of the total above)	\$20,456.62

SINCERELY,

THOMAS C. BERNARD
CASWELL COUNTY
TAX DIRECTOR

RUN DATE: 12/3/2024 11:37 AM

**CASWELL COUNTY ACTIVITY TOTALS REPORT
ACTIVITY FROM 11/01/2024 THRU 11/27/2024**

PARAMETERS SELECTED FOR ACTIVITY TOTALS REPORT:

TRANSACTION DATE/TIME RANGE: 11/01/2024 - 11/27/2024

BILL TYPE: Both

BILL YEAR RANGE:

BILL# RANGE:

CITY:

DISTRICT/TYPE/FEE:

STATUS:

USER/OPERATOR:

EXCLUDE USER/OPERATOR:

BATCH MONTH RANGE:

BATCH YEAR RANGE:

BATCH REAL TIME:

PRINT BORDERS: Yes

LOCATION:

CASWELL COUNTY ACTIVITY TOTALS REPORT
 ACTIVITY FROM 11/01/2024 THRU 11/27/2024

Caswell County Collections										PAGE: 10
Tax Year	County	Late	Solid Waste	Vehicle Fee	Interest	Subtotal	Pre Payments	Total		
2006	0.57				28.45	45.95		29.02		
2008	5.79			15.00	30.19	50.98		50.98		
2013	117.70				183.72	367.00		301.42		
2014	26.25				23.75	50.00		50.00		
2015	9.00		3.26		100.12	223.88		112.38		
2016	35.53		18.33		39.07	93.56		92.93		
2017	165.19		24.18		121.26	312.28		310.63		
2018	499.63		0.60		276.74	785.12		776.97		
2019	1,155.76		-6.50		539.71	2,316.63		1,688.97		
2020	748.70		3.31		300.63	1,064.78		1,052.64		
2021	641.43		-79.79		197.92	805.31		759.56		
2022	3,159.84		359.78		1,456.96	9,255.94		4,976.58		
2023	2,620.71		129.44		307.79	3,726.90		3,057.94		
2024	3,258,870.12		332,572.84		40.06	3,591,483.02		3,591,483.02		
2025							75.00	75.00		
TOTALS:	3,268,056.22		333,025.45	15.00	3,646.37	3,610,581.35	75.00	3,604,818.04		

CASWELL COUNTY ACTIVITY TOTALS REPORT
 ACTIVITY FROM 11/01/2024 THRU 11/27/2024

Other Collections								PAGE: 50
Tax Year	Foreclosure	Lien Fees	Advertisement	Garnishment	Road/Unit			Total
2006	16.90	0.03						16.93
2008								
2013	63.35	2.23						65.58
2014								
2015	111.42	0.08						111.50
2016		0.63						0.63
2017		1.65						1.65
2018	2.12	6.03						8.15
2019	617.14	10.52						627.66
2020			12.14					12.14
2021	36.34		9.41					45.75
2022	4,249.33		30.03					4,279.36
2023	610.01		28.95	30.00				668.96
2024								
2025								
TOTALS:	5,706.61	21.17	80.53	30.00				5,838.31

CASWELL COUNTY ACTIVITY TOTALS REPORT
 ACTIVITY FROM 11/01/2024 THRU 11/27/2024

Fee Collections and Overages									PAGE: 60
Tax Year	Beer & Wine 100.3260	Maps Cards GIS 100.3	Sheriff Levy 100.343	NSF 100.3100.000.001	Refunds 100.3100.200	Drawer Over	Small Over	Total	
2006									
2008									
2013									
2014									
2015				6.12				6.12	
2016									
2017									
2018									
2019					59.00			59.00	
2020					60.00			60.00	
2021					113.00			113.00	
2022					113.00			113.00	
2023					113.00			113.00	
2024		2.00			1,634.03		0.24	1,636.27	
2025									
TOTALS:		2.00		6.12	2,092.03		0.24	2,100.39	

CASWELL COUNTY ACTIVITY TOTALS REPORT
 ACTIVITY FROM 11/01/2024 THRU 11/27/2024

Yanceyville Collections								PAGE: 70
Tax Year	Tax	Late List	Subtotal	Interest				Total
2006								
2008								
2013	56.64		56.64	56.33				112.97
2014								
2015								
2016								
2017	48.19		48.19	30.60				78.79
2018	56.01		56.01	30.53				86.54
2019	56.01		56.01	25.48				81.49
2020	35.53		35.53	12.97				48.50
2021	28.25		28.25	7.77				36.02
2022	21.83		21.83	4.04				25.87
2023	283.79		283.79	26.96				310.75
2024	50,064.06		50,064.06					50,064.06
2025								
TOTALS:	50,650.31		50,650.31	194.68				50,844.99

CASWELL COUNTY ACTIVITY TOTALS REPORT
 ACTIVITY FROM 11/01/2024 THRU 11/27/2024

Milton Collections								PAGE: 100
Tax Year	Tax	Late List	Subtotal	Interest				Total
2006								
2008								
2013								
2014								
2015								
2016	18.31		18.31	13.13				31.44
2017								
2018								
2019								
2020								
2021								
2022								
2023								
2024	13,649.91		13,649.91					13,649.91
2025								
TOTALS:	13,668.22		13,668.22	13.13				13,681.35

CASWELL COUNTY ACTIVITY TOTALS REPORT
 ACTIVITY FROM 11/01/2024 THRU 11/27/2024

Casville Fire District (FR21) Collections								PAGE: 150
Tax Year	Tax	Late List	Subtotal	Interest				Total
2006								
2008								
2013								
2014								
2015								
2016								
2017								
2018								
2019								
2020								
2021								
2022	1.27		1.27	0.23				1.50
2023								
2024	12,663.01		12,663.01					12,663.01
2025								
TOTALS:	12,664.28		12,664.28	0.23				12,664.51

CASWELL COUNTY ACTIVITY TOTALS REPORT
 ACTIVITY FROM 11/01/2024 THRU 11/27/2024

Service Fire District (FR31) Collections								PAGE: 200
Tax Year	Tax	Late List	Subtotal	Interest				Total
2006								
2008								
2013								
2014								
2015								
2016								
2017								
2018	26.00		26.00	14.30				40.30
2019	58.03		58.03	25.99				84.02
2020								
2021								
2022								
2023								
2024								
2025								
TOTALS:	84.03		84.03	40.29				124.32

CASWELL COUNTY ACTIVITY TOTALS REPORT
 ACTIVITY FROM 11/01/2024 THRU 11/27/2024

Anderson Response District (FR01) Collections								PAGE: 250
Tax Year	Tax	Late List	Subtotal	Interest				Total
2006								
2008								
2013								
2014								
2015								
2016								
2017								
2018								
2019								
2020								
2021								
2022	21.16		21.16	3.92				25.08
2023								
2024	21,775.30		21,775.30					21,775.30
2025								
TOTALS:	21,796.46		21,796.46	3.92				21,800.38

CASWELL COUNTY ACTIVITY TOTALS REPORT
ACTIVITY FROM 11/01/2024 THRU 11/27/2024

Casville Response District (FR02) Collections								PAGE: 300
Tax Year	Tax	Late List	Subtotal	Interest				Total
2006								
2008								
2013								
2014								
2015								
2016								
2017								
2018								
2019								
2020								
2021								
2022								
2023								
2024	2,368.68		2,368.68					2,368.68
2025								
TOTALS:	2,368.68		2,368.68					2,368.68

CASWELL COUNTY ACTIVITY TOTALS REPORT
 ACTIVITY FROM 11/01/2024 THRU 11/27/2024

Cherry Grove Response District (FR03) Collections								PAGE: 350
Tax Year	Tax	Late List	Subtotal	Interest				Total
2006								
2008								
2013								
2014								
2015								
2016								
2017								
2018								
2019								
2020	0.00		0.00					0.00
2021	7.27		7.27	2.00				9.27
2022	45.71		45.71	8.46				54.17
2023	36.71		36.71	3.49				40.20
2024	24,302.53		24,302.53	2.01				24,304.54
2025								
TOTALS:	24,392.22		24,392.22	15.96				24,408.18

CASWELL COUNTY ACTIVITY TOTALS REPORT
ACTIVITY FROM 11/01/2024 THRU 11/27/2024

Leasburg Response District (FR04) Collections								PAGE: 400
Tax Year	Tax	Late List	Subtotal	Interest				Total
2006								
2008								
2013								
2014								
2015								
2016								
2017								
2018								
2019								
2020	1.96		1.96	0.72				2.68
2021	1.96		1.96	0.54				2.50
2022	5.79		5.79	1.08				6.87
2023	1.96		1.96	0.19				2.15
2024	8,477.20		8,477.20					8,477.20
2025								
TOTALS:	8,488.87		8,488.87	2.53				8,491.40

CASWELL COUNTY ACTIVITY TOTALS REPORT
 ACTIVITY FROM 11/01/2024 THRU 11/27/2024

Milton Response District (FR05) Collections								PAGE: 450
Tax Year	Tax	Late List	Subtotal	Interest				Total
2006								
2008								
2013								
2014								
2015								
2016								
2017								
2018								
2019								
2020								
2021	1.31		1.31	0.37				1.68
2022								
2023								
2024	7,714.27		7,714.27					7,714.27
2025								
TOTALS:	7,715.58		7,715.58	0.37				7,715.95

CASWELL COUNTY ACTIVITY TOTALS REPORT
 ACTIVITY FROM 11/01/2024 THRU 11/27/2024

Pelham Response District (FR06) Collections								PAGE: 500
Tax Year	Tax	Late List	Subtotal	Interest				Total
2006								
2008								
2013								
2014								
2015								
2016								
2017								
2018								
2019								
2020	14.19		14.19	5.18				19.37
2021	1.05		1.05	0.29				1.34
2022								
2023	2.62		2.62	0.25				2.87
2024	20,480.72		20,480.72					20,480.72
2025								
TOTALS:	20,498.58		20,498.58	5.72				20,504.30

CASWELL COUNTY ACTIVITY TOTALS REPORT
ACTIVITY FROM 11/01/2024 THRU 11/27/2024

Prospect Hill Response District (FR07) Collections								PAGE: 550
Tax Year	Tax	Late List	Subtotal	Interest				Total
2006								
2008								
2013								
2014								
2015								
2016								
2017								
2018								
2019								
2020								
2021								
2022	1.70		1.70	0.31				2.01
2023								
2024	20,749.18		20,749.18					20,749.18
2025								
TOTALS:	20,750.88		20,750.88	0.31				20,751.19

CASWELL COUNTY ACTIVITY TOTALS REPORT
 ACTIVITY FROM 11/01/2024 THRU 11/27/2024

Providence Response District (FR08) Collections								PAGE: 600
Tax Year	Tax	Late List	Subtotal	Interest				Total
2006								
2008								
2013								
2014								
2015								
2016								
2017								
2018								
2019								
2020								
2021								
2022	14.36		14.36	2.65				17.01
2023								
2024	19,055.31		19,055.31					19,055.31
2025								
TOTALS:	19,069.67		19,069.67	2.65				19,072.32

CASWELL COUNTY ACTIVITY TOTALS REPORT
ACTIVITY FROM 11/01/2024 THRU 11/27/2024

Semora Response District (FR09) Collections								PAGE: 650
Tax Year	Tax	Late List	Subtotal	Interest				Total
2006								
2008								
2013								
2014								
2015								
2016								
2017								
2018								
2019								
2020	17.47		17.47	6.38				23.85
2021	17.47		17.47	4.80				22.27
2022	61.29		61.29	11.34				72.63
2023	17.47		17.47	1.66				19.13
2024	17,263.84		17,263.84					17,263.84
2025								
TOTALS:	17,377.54		17,377.54	24.18				17,401.72

CASWELL COUNTY ACTIVITY TOTALS REPORT
 ACTIVITY FROM 11/01/2024 THRU 11/27/2024

Yanceyville Response District (FR10) Collections								PAGE: 700
Tax Year	Tax	Late List	Subtotal	Interest				Total
2006								
2008								
2013								
2014								
2015								
2016								
2017								
2018								
2019								
2020	3.97		3.97	1.45				5.42
2021	3.16		3.16	0.87				4.03
2022	7.35		7.35	1.36				8.71
2023	72.82		72.82	6.92				79.74
2024	28,893.69		28,893.69					28,893.69
2025								
TOTALS:	28,980.99		28,980.99	10.60				28,991.59

CASWELL COUNTY ACTIVITY TOTALS REPORT
 ACTIVITY FROM 11/01/2024 THRU 11/27/2024

Total Collections								PAGE: 999
Tax Year	County	Cities	Fires					Grand Total
2006	45.95							45.95
2008	50.98							50.98
2013	367.00	112.97						479.97
2014	50.00							50.00
2015	230.00							230.00
2016	93.56	31.44						125.00
2017	312.28	78.79						391.07
2018	785.12	86.54	40.30					911.96
2019	2,375.63	81.49	84.02					2,541.14
2020	1,124.78	48.50	51.32					1,224.60
2021	918.31	36.02	41.09					995.42
2022	9,368.94	25.87	187.98					9,582.79
2023	3,839.90	310.75	144.09					4,294.74
2024	3,593,119.29	63,713.97	183,745.74					3,840,579.00
2025	75.00							75.00
TOTALS:	3,612,756.74	64,526.34	184,294.54					3,861,577.62

RUN-DATE: 12/3/2024 11:37 AM

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