



## Board of Commissioners Agenda Regular Meeting

**Gunn Memorial Library**

**January 21, 2025 at 6:30 pm**

### 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

### Consent Agenda

Chairman Yarbrough

6. Motion to approve December 16, 2024 Board of Commissioner minutes
7. Motion to approve January 6, 2025 Board of Commissioners minutes
8. Motion to approve Resolution to Add .34 Miles of Oak Tree Lane (f/k/a Oak Tree Drive) from Clubhouse Drive in the Caswell Pines Subdivision to Files Road to the state Secondary Road Maintenance System
9. Motion to approve signing the petition to abandon 0.02 mile, of the old Hatcher Rd (SR 1354).
10. Motion to approve Caswell County Purchasing Policy
11. Motion to approve Caswell County Contract Management Policy
12. Motion to set a college student membership fee for Co-Square for Caswell County residents of \$25/month
13. Motion to approve the MOU with Piedmont Community College for promotion of student Co-Square memberships

### Action Items

County Manager Paschal

14. Motion to accept grant from NC Amateur Sports for \$20,000 and approve Budget Amendment #16
15. Motion to approve budget amendment # 15 to budget donation funds for Family Services
16. Motion to approve Budget Amendment #14 to budget a donation to EMS
17. Motion to table Budget Amendment #17 to repay NCDOT 50% of proceeds from transit vehicles sold since November 2021
18. Motion to approve NC One Grant Extension for Riverside Furniture

19. Motion to appoint a Commissioner as alternate delegate to Piedmont Triad Regional Council

**County Manager's Updates**

**County Attorney Updates**

**Commissioner Comments**

**Announcements and Upcoming Events**

- January 25, 2025 Board Retreat at 8 am at the Gunn Memorial Library
- February 3, 2025 Work Session at 5 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).

**Adjournment**

**CASWELL COUNTY BOARD OF COMMISSIONERS**  
**MEMBERS PRESENT**

**December 16, 2024**  
**OTHERS PRESENT**

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

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

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The Board of Commissioners for the County of Caswell, North Carolina, met in a regularly scheduled meeting on Monday, December 16, 2024 at 6:30 pm at the Historic Courthouse.

**WELCOME:**

Chairman Yarbrough called the meeting to order, and welcomed everyone to the Caswell County Board of Commissioners meeting on December 16, 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.

**PUBLIC COMMENTS:**

There were no public comments.

**RECOGNITIONS:**

**Commissioner Rose:** Thank you Mr. Chairman. There's a couple things I'd like to recognize. December 7<sup>th</sup>, we had our Christmas parade. I'd just like to thank everybody that was involved in putting that event on. A shout out. They did a tremendous job, and also our Christmas lights that everybody can see around the courthouse and around the square. I'd just like to give a shout out to everybody that had a hand in that. It takes a lot of work to do that, and they really did an awesome job.

**Commissioner Wrenn:** I don't know if this is the time or not, but I was a little bit surprised and a little bit sadden that our clerk to the Board, Miss Smith, is leaving us. I just want to thank her for doing a good job.

**Commissioner Smith:** Earlier today the Governor's Office announced that Cherokee Tobacco Company will be located in Caswell County. This is a really big deal. It's a \$14 million investment and bringing good jobs to the county. I want to thank the former Board of Commissioners, everyone involved in Economic Development, and all the staff involved in bringing this business to our great county. The first one's the hardest and hopefully more announcement will come soon.

**Commissioner Holt:** I'd also like to speak about Miss Carla. She been wonderful. I

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couldn't have asked for anybody that' been sweeter. We're going to have the biggest smile in Caswell County going to be leaving us. So you're going to be sorely missed. Thank you for everything you've done.

**Commissioner Yarbrough:** Speaking for the entire Board, I think for the entire board, we do appreciate your service and wish you well in your future endeavors.

**APPROVAL OF AGENDA:**

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

**APPROVAL OF CONSENT AGENDA:**

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

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

**DISCUSSION ITEMS:**

There were no discussion items.

**ACTION ITEMS:**

**AMBULANCE PURCHASE REQUEST:**

A **motion** was made by Commissioner Rose and seconded by Commissioner Smith and **carried unanimously** to remove this item from the table for discussion. (Ayes: Commissioners Holt, Smith, Wrenn, Rose, Gwynn, Ingram, and Yarbrough.)

County Manager Paschal said Chairman and Commissioners, we bring before you this item that was tabled from the last meeting to ask for approval. A couple of developments since then. You should have received in your agenda packet a projection of fund balance that Mrs. Sharpe has done that shows our fund balance should be adequate to absorb this expense. The next thing is that our Emergency Services Director has reached out to the company that manufactures the ambulance, and they are willing to accept a contract at this point and then the payment in next fiscal year. Then finally I did an analysis of revenue for EMS, and it appears to me and I'll give you these. Based on my analysis, it appears that we will be between \$200 and \$265,000 in additional Revenue over what was budgeted in the current year. Mr. Lynch is here if you have any questions.

Chairman Yarbrough said folks, the floor is open for discussion or questions concerning this matter.

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Commissioner Wrenn said Mr. Lynch, you told me before the meeting you had looked into a used ambulance. Would you enlighten the whole Board about this?

Mr. Lynch said I went to Joseph Motors which is located in Raleigh. They had a used ambulance online that I found. I looked at some other used ambulances online. This was the only one where there was two that possibly we could use. One was already sold. I went down and looked at this one. It's a 2015 ambulance. It was a government ambulance. It's only got 23,000 miles on it. It's an extremely base model truck for the military. Just an estimate for us to do the upgrades so we could use it, you're estimating about an additional \$40,000 to put the power load system and some upgrades to the truck. I didn't drive the truck at that time. The salesman said there was a check engine light on. After I left he scanned it and said it was because of the master switch on the battery, which is a little concerning to me. There was an oil leak that he said had been fixed, and the rear suspension, where when you open the doors the back of the truck lowers down, the one we currently use is a liquid spring suspension. That's the link suspension, and it wasn't lowering. So I don't know whether that's just where it's been sitting, and it just needs to be used some. But that's some concerns that I had with it. Mr. Wrenn has told me about another website today that he found that has some other used trucks, but I haven't looked at those. I don't know anything about those.

Commissioner Wrenn said if we wanted to buy that truck or a used truck, I'm sure they would let us take it to a mechanic and check it over ourselves before we make that investment. I think you told me it only had 25,000 miles on it. Mr. Lynch said 23,580. Commissioner Wrenn said and they're wanting \$89,000. Mr. Lynch said \$80,408. Commissioner Wrenn said so if we had to spend some upfit money, you'd still be about \$120,000 to 130 or \$140,000. We talk about oh it's only 140 or 150, but I don't like spending money we don't need to spend. Mr. Lynch said my only concern with this truck is it's a truck that's almost 10 years old and the standards that we try to go by says that you should replace a truck every 7 to 10 years. So we're looking at buying a truck that's already at or beyond what we're... If we could find a newer truck somewhere I mean that's my big concern. Commissioner Wrenn said yeah, but that's 20 some thousand miles on a 10 year old truck. Your trucks got 10 years or eight years with 300,000. Mr. Lynch said yeah, but that's also a big concern to me too that you've got a diesel that's been sitting and not being run. That's another concern also.

Commissioner Holt asked who's dictating these standards. Mr. Lynch said it's a national safety standard. I can't remember what the actual one is, but I have a copy of the document that was actually in the presentation that we gave that said what the standards and their recommendations are. It's 250,000 miles or either seven or 10 years old.

Chairman Yarbrough asked if there were any other questions or comments? Now is the time to put it out there.

Commissioner Smith said Mr. Chairman, can we go and commit to buying this ambulance in the next budget year not this budget year? County Manager Paschal said yes, you can.

Commissioner Wrenn said I'd like to see us proceed in buying a new ambulance or making an agreement tonight to buy a new ambulance. But put off a refit or looking to give us a little more time to find maybe a little newer model truck or used ambulance and see what will come up with that. I'll make a **motion** so we can get it on the table to debate buying the new ambulance or make a commitment to buy it tonight, and of course then we can buy it or pay for it in the next budget year. Commissioner Smith said I'll second it.

Chairman Yarbrough said we have a motion that we sign a commitment letter, I guess is what the term would be. Am I right? Mr. Lynch said it would be a contract. But Chairman Yarbrough said a contract but not a PO. We won't be doing a purchase order. Mr. Lynch said no PO will be done until next budget year. Chairman Yarbrough said okay, but this is only for the new truck. Not the retrofit of the other truck. Commissioner Wrenn said we are going to wait on that, and make a decision later on that. Mr. Lynch said how much time frame are we looking at in making the decision on the remount because I need to get my name on the list for that. The way that it's set up now is once we get the new truck back here in July, the remount would go in September. Once that leaves, that'll be gone for six months doing the remount. Thinking about remounts, you're looking at roughly \$225,000 for a remount versus if you paying \$90,000 for a used truck and upfitting it with no warranty. With a new truck I mean that's my opinion.

Commissioner Holt said what warranty would you have with the remount? You have a remount on the components inside the box. You got 12 months. Commissioner Holt said you get a new motor and transmission and all that. Mr. Lynch said motor and transmission. It's a brand new truck. It's a brand new chassis. So you get 100,000 miles just like buying a new truck. So you get the new vehicle warranty on that truck.

Commissioner Wrenn said Mr. Chairman, in my opinion, I would put the remount off longer than till the next budget year because we don't have it in the budget. That's something we can bring up at budget time if we don't find a used one. I mean I'd be more receptive to buying a used one. I mean I like new. I've only had one new vehicle in my life, but I've had a lot of used ones. I've got a lot of miles out of them. I've bought used tractors, and they've lasted 50 years. They're diesels too, and knock on wood, they've been giving me good service. So that's my opinion. That's just me speaking, but I'd like to hear what other Commissioners think about this.

Chairman Yarbrough said okay. We have a motion and a second on the floor to purchase a new ambulance. Was it 351 and some change? I believe it's right. That's the cost of the new one. County Manager Paschal said yes, \$351,083.

Commissioner Wrenn said I guess we need to find the revenue for it. You want to add to that to take it from fund balance or the funds that we're saving. Chairman Yarbrough said it's going to come out of next year's budget. It's not going to come out of this year's budget. All we're doing

is making a commitment to sign the contract now. There will be no money expended during this budget cycle for this particular item. Commissioner Wrenn said call for questions.

Commissioner Rose said one last thing Mr. Chairman. You did say that the projected revenues this year look like they were going to be between \$2 and \$250,000 more than what was projected at the last year's budget. County Manager Paschal said correct.

A **motion** was made by Commissioner Wrenn and seconded by Commissioner Smith and **carried unanimously** to purchase a new ambulance at the cost of \$351,083, which will come out of next year's budget. (Ayes: Commissioners Holt, Smith, Wrenn, Rose, Gwynn, Ingram, and Yarbrough.)

Commissioner Wrenn said Mr. Chairman before Mr. Lynch leaves. How many calls do you average a month? Mr. Lynch said we run about 4,500 per year and some months is more than others. I would have to do the math. County Manager Paschal said it's 400. Mr. Lynch said roughly 400 a month. Commissioner Wrenn said a hundred a week. Well that's a lot of calls. Mr. Lynch said the fact that we don't have a hospital in the county, our transport times and the times on the call is extended.

Chairman Yarbrough said we passed the motion to purchase the new ambulance. Does the Board have any appetite at tonight's meeting on a retrofit, or do we want to hold off? I know Mr. Wrenn has made his desires known to wait. Anybody else have an opinion on it.

Commissioner Smith said Mr. Chairman, I think Mr. Lynch needs to do some due diligence on the website research that Commissioner Wrenn recommended and see what he can find. If he can find something, maybe come back to the Board with that.

Mr. Lynch said I'm just nervous gentleman. For every day later that I put my name on the list, the chances of us being two to three years down the road gets even higher. Right now if we're doing it, this remount won't be here until 2026. If you vote on it right now, it will not be here till March of 2026.

Commissioner Holt said well Mr. Wrenn said there was literally hundreds of them for sale, and I guess if you were to get in a bind and we were in trouble, we should be able to get on there and get one. I hate be pressured into making a decision tonight.

Chairman Yarbrough said thank you Mr. Lynch. We will bring this matter up again sometime in the future. I don't know when.

#### **COURTHOUSE HVAC REPLACEMENT CONTRACT:**

County Manager Paschal said so the 25 budget included funds to replace the heating and air conditioning system in this building. The replacement is needed because the system is inefficient, has only one thermostat controlling the bottom two floors, and we cannot find new replacement parts. RD has been relegated to finding used replacement parts and refurbished

replacement parts. We did ask for quotes from three companies. Duggins Mechanical was the low bid. I will note that the prior County Manager had already given Duggins Mechanical notice to proceed, and the work is scheduled to start in January. The Board has to approve the contract. It is above my authority to sign a contract. So Russell has copies of the contract that he has drawn up and will pass those out.

Commissioner Rose said Madam Manager, a couple of these quotes, well one, I see in here says that I don't think they even bid on it because it said the job was too large or too small for the company. County Manager Paschal said right. We received two quotes; Duggins was the low one. Duggins was for \$196,000, Superior Mechanical was for \$200,000 and James Heating and Air declined to submit a bid because of the size of the project.

Commissioner Wrenn said is what's in the budget enough to cover this full amount? County Manager Paschal said we budgeted \$196. We based it on the bid.

Chairman Yarbrough said is it anything in here that stands out that we need to be looking at on this contract, Russell? County Attorney Johnston said Madam County Manager and I reviewed the contract, and we actually used our new County Services Contract as a template for the contract with Duggins HVAC. We incorporated the terms of the work order or total job budget quotes submitted by Duggins Mechanical. The most important part Mr. Chair and fellow members would be on page three at the top of the page it's entitled Waiver Assumption of Risk and Release of Liability. In the following three paragraphs we've incorporated language that requires a service provider to have adequate insurance to cover any claim, injury, or damage as well as worker's compensation insurance and general liability insurance coverage.

Commissioner Wrenn said Mr. Chairman, did they give any references as to jobs that they have done of this size to anybody? R.D. Hayes, Maintenance Director, said Duggins Mechanical is probably one of the largest mechanical companies in Alamance County. They do all the City of Burlington, Graham, Elon, Hall River, Gibsonville's local and county work, and the college. Right now we have one compressor downstairs that's bad. We only have one more to go. The heat up here is run off a light switch and a hand timer in the back. Prior to me coming here, the upstairs unit that feeds this building is why the paint was destroyed in this building. It was because of dehumidification in the building. So he has been working on this project pro bono for two years with the engineers with Trane and hadn't charged us one dime. So all the coils in this building have to be custom made because they're going to take the hot water coils out and replace them with a ton package unit or electric package unit. So we're actually going to cut the 2 million btu furnace or gas furnace in the building off. It's actually fed with a 2.5-inch gas line. So we will receive savings by disconnecting the gas line. Plus, we're going to save the inside of this building so we ain't got to spend another \$50 to \$60,000 to have it painted again. Commissioner Wrenn asked how soon can you get started. Mr. Hayes said Scott signed the contract about two months ago and shook the man's hand down here on the courthouse steps, and he started ordering parts that day. Commissioner Wrenn said it won't interfere with the day-to-day activities of the building. Mr. Hayes said no sir. He's going to do the upstairs first, and then we're going to do one

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side of the downstairs offices. Then switch everybody from that side to this side and do the other side. Commissioner Wrenn said will you put in a better thermostat than a light switch? Mr. Hayes said yes sir. Each room will have its own zone controls.

Commissioner Holt asked if the high voltage connection by Clint Wilson? Mr. Hayes said yes sir. Commissioner Holt said they're doing all the electrical. It's in their contract? Mr. Hayes said yes sir. That's a turnkey price.

Commissioner Smith said Mr. Chairman, it seems to me like we got things backwards. Shouldn't we have approved the bid prior to signing the contract? Mr. Hayes said all this stuff was put in my budget. I put papers, pictures, and everything was in there. County Manager Paschal said this is not on the Maintenance Director. This is on the former County Manager for signing the notice to proceed. So we are following the process and bringing the contract to you tonight.

Commissioner Smith said all right. Question number two. I see the quote is dated February 19<sup>th</sup>, 2024, is he able to hold his prices with inflation. Mr. Hayes said I got him to honor the quote, and parts are being made right now. Commissioner Smith said okay. Next question is do you see there being no or few change orders to do this job? Mr. Hayes said I don't see none at all.

Chairman Yarbrough said any other questions.

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

#### **EXTENSION OF NC ONE GRANT FOR RIVERSIDE FURNITURE:**

County Manager Paschal said in April of 21, a grant agreement was executed with NC Commerce, Riverside Furniture, and Caswell County for Riverside to receive a \$150,000 NC One Grant and a \$250,000 Reuse Grant. We had to provide a total match of \$62,500 of which we have provided \$37,500 so far. The grant agreement required that they invest \$5.5 million and create 50 new jobs. The agreement expired December 4th of 2024. It's up to the Board whether you want to renew the agreement or not and extend it. They're asking for an extension to December 4th of 2025. If you extend it, it's possible that we would have to pay the additional \$25,000 match. In your agenda packet is a copy of where the Board adopted a Grant Project Ordinance so those funds were budgeted per the grant project ordinance. So even though there is a \$25,000 match, it has been accounted for in the budget.

Commissioner Smith said Mr. Chairman, do we know how close they are to meeting their goal on investment and jobs? County Manager Paschal said I don't know that. I certainly can find out. I think their thought was if they got the extension that they would be able to meet it.

Commissioner Smith said okay so this is first extension they've had. Is it a limited number of extensions that they can get from the State, or is that up to us. County Manager Paschal said all of it is up to you. So I don't know how many extensions the State would grant, but if you choose not to do the extension, then the State doesn't do the extension. We're partners in that. This is the

first extension even though I think the Project Ordinance or something that I read has the agreement expiring in 2022. I did confirm with the State that the agreement expired in 24, and there has been no extension.

Commissioner Holt said is the state checking on this? County Manager Paschal said absolutely.

Commissioner Wrenn said Mr. Chairman, until I find out...They're supposed to do 50 jobs and \$5 million. Right? County Manager Paschal said five and a half roughly. Commissioner Wrenn said five and a half million dollars, but if they've only done a million or \$2 million and only got 30 jobs, I don't think they'll make it by next year. I don't want to throw good money behind bad money. So I'd like to know where they are. County Manager Paschal said you don't pay the \$25,000 until they meet their targets.

Chairman Yarbrough said so it won't cost us anything unless they meet their target. County Manager Paschal said correct, and my understanding, I didn't verify this directly, my assumption was they haven't met the jobs target but they have met the investment target. Commissioner Wrenn said pardon me, and County Manager Paschal said they haven't met the jobs target but they have met the investment target. That's what I believe because the State said the reason for the extension was for the fact that they had not reached the jobs target. Chairman Yarbrough said so we can either grant them a one-year extension, and if they meet that job's target, the county will have to kick in another \$25,000. Or we cannot grant the extension. What's the pleasure of the board?

Commissioner Rose said Mr. Chairman, Madam Manager you said that \$25,000 has already been previously budgeted. County Manager Paschal said it was budgeted in a Project Ordinance. We can't find the budget amendment where the money was moved, but the board did adopt a Project Ordinance for this project.

Commissioner Holt asked have we paid them money before? County Manager Paschal said yes. We have paid them \$37,500 so far. Commissioner Holt said okay. If this doesn't come out until they reach their goal, why did the other come out? County Manager Paschal said there are targets along the way, and they met those targets along the way. Not to mention the building Reuse Grant was a fairly big portion of that.

Commissioner Smith said Mr. Chairman, I'm just curious as to if they lose our \$25,000 would they not lose the States match as well. What type of impact there would be on their operation to do that? County Manager Paschal said I haven't talked to them directly. I just communicated through the State. If you would like me to find that information and bring it back at the next meeting, I can do that. Commissioner Smith said I think we need to do everything we can to keep what industry we have in the county, and if it means extending it if they look like they're making a good faith effort and get closer to the goal, then I think maybe you could get back to us and let us know.

A **motion** was made by Commissioner Wrenn and seconded by Commissioner Holt.

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Commissioner Rose said there's no timeframe on this with the State is it? County Manager Paschal said I don't think so because the grant has already expired.

A **motion** was made by Commissioner Wrenn and seconded by Commissioner Holt and **carried unanimously** to table the extension until the next regular meeting, January 21, 2025. (Ayes: Commissioners Holt, Smith, Wrenn, Rose, Gwynn, Ingram, and Yarbrough)

#### **BUDGET AMENDMENTS:**

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

A **motion** was made by Commissioner Smith and seconded by Commissioner Ingram and **carried unanimously** to remove this item from the table for further discussion. (Ayes: Commissioners Holt, Smith, Wrenn, Rose, Gwynn, Ingram, and Yarbrough)

County Manager Paschal said as we talked about at the last meeting, we've been doing a lot of cleanup in preparation for getting our audits current. One of the outstanding items was the PSAP Fund, which in the past not because of misappropriation, but because it's quite frequent to send expenses to the State and have those expenses denied. You can send the expenses again the next year and they might be received or accepted. So I don't know that I ever was able to submit a PSAP report in my career that was just accepted wholesale. So it's very common to have changes, but these changes have been cumulative since 2017. This problem has been rolling from year to year to year and growing larger. So we now owe the PSAP Fund for ineligible expenses \$185,535. We receive about \$100,000 a year. Right Kenneth in 911 funds. Kenneth Everett, 911 Director agreed. If we do not make this right, we will no longer receive those 911 funds. So I don't see that we have a choice except to approve this budget amendment.

Commissioner Wrenn said Mr. Chairman, is this amendment number 12? County Manager Paschal said no it's number 11. Commissioner Wrenn said this is just paying back, and County Manager Paschal said correct. Commissioner Wrenn said because in Amendment 12 you got where you reallocate the money from 911, but you also bring up fund balance. County Manager Paschal said well that is PSAP fund balance. It's not general fund fund balance. Commissioner Wrenn said PSAP meaning the emergency... County Manager Paschal said the 911 fund. There's not a double hit on the general fund. you transfer the \$185,000 into the 911 fund, and that becomes fund balance. Then that fund balance from the 911 fund is appropriated in budget amendment number 12. Commissioner Wrenn said I'll ask more about that, but right now we're just discussing paying back the State, which we kind of have to do. They got us where they want us.

Chairman Yarbrough said all we're considering now is 10 a number 11 correcting for past ineligible expenditures. Any other questions from the Board?

Commissioner Wrenn said that's a lot of ineligible expenditures. Chairman Yarbrough said well it's been building up over seven years. Is that right? County Manager Paschal said yes. Commissioner Wrenn asked what were some of the ineligible expenditures. County Manager

Paschal said I have to turn to Johnna and Kenneth to answer that. Kenneth Everett said a large amount of the ineligible expenditures came back to 2017, 18, and 19 when reports were done and salaries were paid out of the PSAP fund, and they were not supposed to be. Those exceeded \$100,000. Then another large chunk of them came from when they completed the backup center project in Prospect Hill. That was spent incorrectly. Some funding was not approved when they did that. Commissioner Wrenn said and you were not director at that time. Your prior director made this mistake. Kenneth Everett said it came prior to me.

Chairman Yarbrough asked are there any other questions.

County Manager Paschal said honestly because of Kenneth we're able to fix this situation.

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

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

County Manager Paschal said so number 12 is to appropriate \$104,565 of the 911 fund balance, and fund 911 consoles and a generator replacement project. These items were put forth in the 25 budget, and I think that's the point at which we realized that there was a problem between the general fund and the 911 fund. So this would appropriate those additional funds for those projects.

Commissioner Wrenn said so you're taking out of the 911 fund. You're taking \$200,000 out of that reserve. How much is in that reserve? You don't know. Kenneth Everett, 911 Director, said once the funds are fixed tonight from budget amendment number 11, that would put us right about \$480,000 in our PSAP fund. The State requires you to keep at least 20% fund balance. However, with the radio console project, the generator, and our normal operating expenses for this fiscal year, we would end up dropping down to 11.25% fund balance remaining, which is roughly \$55,000 to be exact. County Manager Paschal said one more point. We cannot carry a large fund balance or our 911 money will start to be cut. Commissioner Wrenn said I understand that, but they say you got to have 20 or they want 20%. So you got in here database maintenance, Capital out general, telecommunications, and training expenses for employees. Don't you have training in your budget now, or is it all expired. Mr. Everett said so you have two separate budget lines for training. The ones that come out of the 100 fund, our general fund from ad valum tax base, are presented for hotels, travel expenses, and classes that are not eligible. The other classes, I'll give you an example, would be our emergency medical dispatch, our emergency fire dispatch, telecommunicator courses, and management courses are all eligible expenditures that come out of the PSAP fund. Those are submitted every year. So when you submit an audit each year at the beginning of September, they're broke down into separate categories. One of them is furniture and phones, one of them is training, one of them is database management software, and that pertains to everything that has to do with the 911 center. It's a very tedious audit. As she said a lot of times there's things that are going to come back just because they're accepted one year

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versus different the next year at the state level. Commissioner Wrenn said but how about the generator. How much is that going to cost, and how old is the one you've got now. Mr. Everett said so we go by a technology plan of replacement for the state. So when you're looking at things like computers monitors that type thing, they recommend three to four years. Our chairs are replaced every 3 years. On the generator, it has a 15-year life. The one we currently have now that operates the 911 Center is a 2009 model. So this year will be year number 15. So any replacement parts that we've already ran into to fix the generator being a computer board is out of date for that generator so we can't get the correct parts to put back. So we're due up for a replacement. Commissioner Wrenn said but that's not in this current budget. Was it not put in there? County Manager Paschal said we didn't. The Board didn't adopt a 911 budget. Correct Johnna? Johnna Sharpe said the 911 budget that was adopted with the ordinance is what is shown in this amendment as the FY25 current budget, but it did not reflect what the program plan was because we had to pull back the amount that had been requested as appropriated fund balance because there wasn't any documentation that that fund balance was available. So part of this project is in the general fund and is budgeted. Right Kenneth? Mr. Everett said the ineligible part of our radio consoles was budgeted last year in the last budget. The eligible part will come from the State. Commissioner Wrenn said but you say part of it's in the budget. How big of a part? How big of a part are we talking about that's not in the budget? Mr. Everett said so when we get done between the general budget, what was approved in this current fiscal year's budget, and what will be approved tonight will cover the 100% of the cost of the radio consoles. Commissioner Wrenn said so it's \$200,000. Mr. Everett said it'll exceed that. Our part or the county part was just under \$300, and this part that's list in here will take the remaining balance. Johnna Sharpe said so this budget amendment number 12 is properly stating the 911 budget now that the fund balance will have been replenished from the general fund. The project cost, there's portions of this project cost which are in the general fund and were budgeted as part of the 25 budget and the remainder is in the 911 budget. Commissioner Wrenn said is any of this something that could be put off till next budget time. We're right in the middle of the budget year. Johnna Sharpe said this has been planned. It was just the fact that the fund balance in the 911 fund was not accounted for properly that we could not proceed with the budget that had been requested, which was to use more fund balance than was on the books at the time. So this project is ready to be bid. Kenneth has been waiting for us to work through all the details with the State to properly state the 911 funds so that we would have sufficient funds or the fund balance which he had projected available to move forward with the project. So this has no impact now that you've transferred the amount from the general fund to the 911 fund and those funds are now available to move this project forward.

Chairman Yarbrough said any other questions from the Board. What's your pleasure?

Johnna Sharpe said I want to say there is no real budget impact because these dollars in the 911 fund can only be used on 911 eligible activities.

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Commissioner Smith said Mr. Chairman, I say this as more accounting bookwork or movement of monies back and forth. Not really additional expenditures. I don't think can jeopardize the funds we have coming in from 911 by putting it off. Johnna Sharpe said correct and this project had been planned if not for me identifying during the budget process that the fund balance wasn't properly stated. This could have gone forward as part of the budget, and it's just taken us months to get it straight and get the state in agreement. Plus, Kenneth working with them to get them to approve \$180,000 that would have potentially had to be on this amendment number 11 tonight. Commissioner Smith said I'm just thankful you found it, and we can move forward. Hopefully we will not have that reoccurring problem. Johnna Sharpe said I believe we will not.

Commissioner Rose said Mrs. Sharpe, this does put us with the state, we're going to be good from this point. Mrs. Sharpe said yes. Absolutely. Commissioner Rose said one other question for our director. Didn't we have an issue this past winter where that generator kicked out? We had a problem with it, and it went down during one of the storms we had. Mr. Everett said February 14<sup>th</sup>, 2021. On Valentine's Day the ice storm. It was a pressure switch that caused the problem that day.

Commissioner Wrenn said Mr. Chairman, just to clarify my small brain. We're sending \$186,000 back to the State 911. Mrs. Sharpe said no. No. No, back to ourselves. Commissioner Wrenn said we're sending it back to ourselves. Mrs. Sharpe said back to ourselves. We've taking it from one pocket and put it in the other. Commissioner Wrenn said okay. We're taking it out of our general fund, and put it into this. Mrs. Sharpe said in the 911 fund that the county maintains.

Commissioner Wrenn said that gives us how many millions? Mrs. Sharpe said no it gives us a little over \$480,000. Commissioner Wrenn said and we're going to take out from fund balance... Mrs. Sharpe said \$204. Commissioner Wrenn said that leave \$280,000, and what is 20% of your budget? Mr. Everett said so once the money was transferred, it'll give you a running fund balance of \$480. So what this budget amendment covers in here for the radios, consoles, and normal operating procedures will take us down to about \$50 to \$55,000 left if we spend all of that. That'll leave us 11.25% fund balance. Commissioner Wrenn said 11, and they want 20. Mr. Everett said they like to see 20%. Yes, sir. But the problem we're in right now, just like this fiscal year, we are not receiving any funds from State 911 because our record showed at the State that our fund balance was too high. So we were penalized with no funds this year. Mrs. Sharpe said thank you Kenneth. The total appropriation here is \$390,000. All of which is in essence fund balance.

Chairman Yarbrough asked if there were any other questions or comment from the Board. Now is the time. Do I have a motion to approve this budget amendment?

A **motion** was made by Commissioner Smith and seconded by Commissioner Gwynn.

Chairman Yarbrough said any more discussion before we vote.

Commissioner Wrenn said I just don't see lowering that fund balance. They say 20%. We're looking at 11%. I can't support this so I'll be voting no.

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Chairman Yarbrough said any other discussion? Then Chairman Yarbrough said Kenneth I got a question for you. Is there anything on this increase that you're asking for that could be backed off until next budget year? And the reason I'm asking is to get you back to that 20% mark, or is that just not doable with what you need. Mr. Everett said I think where we need to be is to spend the \$390 to finish the radio console project and the generator. I think those are two very important pieces. If we get to a point, we can always because of the State situation that we were in with a higher fund balance or annual monies coming in from 911 this year, we could do a funding reconsideration. I think that would get us back to where we need because we were penalized. Chairman Yarbrough said so you could actually go back. Mr. Everett said I can go back. Chairman Yarbrough said this is our actual fund balance. Would you reconsider funding us some additional money? Mr. Everett said I can. Yes, and they're completely understanding through all this part. Chairman Yarbrough said any other questions or comments. If not, we will proceed to the vote.

Commissioner Holt said let me ask this. Has it changed what's been put on the floor since what he said? Chairman Yarbrough said no. That doesn't change it at all. Not in my mind.

A **motion** was made by Commissioner Smith and seconded by Commissioner Gwynn and **carried 6-1** to table budget amendment 11 and 12 until December 16, 2024. (Ayes: Commissioners Holt, Smith, Rose, Gwynn, Ingram, and Yarbrough. Nays: Commissioner Wrenn)

#### **PCC EASEMENT FOR SEWER LINE:**

County Manager Paschal said sorry about last week and not sending out the memo and the attachments ahead of time. Mr. Ross attempted to send those to us, and I guess the file size was too large. So I have a copy of the memo at your place. As you know, the CEAD Project is underway. David Ross is here. He's the Civil Engineer on the project, and they are requesting an easement for the Sewer Force Main. It would be an easement through the county's 60 foot property that we own, and also a construction easement for the water line. I will turn it over to David to answer questions and present this. I got all the handouts.

David Ross said let's start with that. We'll go with that map first. Good afternoon Commissioners. See as I was asked here to talk further about the PCC project, and what is being required for this site. The first thing I wanted to do is go through a brief history since some of the members are new. So the brief history of Caswell County's utilities: some folks may not be aware that Caswell County has water and sewer utilities. However, starting back in 1993 Caswell County partnered with Danville to help do the Welcome Center on 29. As part of that project, a water line from Danville utilities and also a sewer line from Danville was extended all the way down to the Welcome Center on 29. That was completed in 1993, and then it set idle. It was the only thing that Caswell County had until the 2008 time frame, and in 2008, Caswell County decided to start putting some money in to invest into the Industrial Park due to Norag Technologies coming in and wanting to build a site out there. During 2008 to 2013, there was a

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five-phase approach as to the utilities to be expanded to serve Norag Industries. This included an elevated storage tank, a potable waterline, a non-potable water line, a Force Main, and Gravity Sewer Extension to extend down to the Norag Industries. That is what the map that you all have in front of you that's labeled Caswell County Utility map shows. It shows your connections to the Danville systems for water and sewer, and then it also shows you have a booster pump station right below the line. It shows the location of the elevated storage tank that you can see from 29, and it shows you the location of your lift station. So that is the Caswell County Utilities as they are today.

We can go to the next slide. If there's any questions just stop me.

Commissioner Holt said Danville has a non-potable water line? Mr. Ross said we have the non-potable. So actually I can further explain that a little bit. Due to the size and amount of industries that we have in the Industrial Park right now, it is considered a non-potable waterline to meet fire suppression for Norag as it was required. However, if at that time it's needed for us to use that 10 inch line for potable water, it is accounted for us to change that over because all of Danville waters that they're feeding us is potable water. It's just if we were to have a potable 10 inch waterline and a 300,000 gallon storage tank in Caswell County, we would have to be flushing the line constantly to keep the water quality at the right state levels. Do that make sense.

Mr. Ross said all right so the next one is PCC's utility map. So PCC with the project that they are proposing, which I overlaid onto the Google Map. You can see a lot of it. There's a few phases approach to this project. The first phase will include a driveway down into the campus on the western most side of the site. It will include a food hub, and it will include the incubator farms and some of the other nurseries that you see on there. So that is Phase One, and for PCC to move forward with phase one the items that I have listed on here: force main for sewer, a water main extension, and connection to you all's system is going to be required for them to move forward with the project. Otherwise they will not have drinking water for the site, and they would not have sewer services for the site as well. Any questions on the locations of those items? Then this map gives you a little bit closer picture of the locations of those utilities. So you can see the force main, the lift station, and the water main extension. We are proposing all those items to meet or exceed what Caswell County currently has in their system as far as the water mains, the pumps, and the force mains. And with talking with County Manager Pascal, we've discussed the ownership of all these items. We talked about the location from last time I was here too. The ownership, PCC will be the owner of all the utilities. So the force main, the lift station, and the water main extensions will all be owned and maintained by PCC. What we are requesting tonight is the last slide, which is a construction and permanent utility easement that follows along the property line for the Caswell County Industrial Park. It does jog out there at the very last bit once you get past all the cleared area to avoid the steep slope there, trees, and other items as well. It follows back along the maintenance road that currently being used pretty regularly by the Maintenance Director. So it does jog back out there, but the rest of it does stay along the property line. It is a 20 foot easement for construction and permanent. The construction required for us to

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install it and permits for PCC to come back through and do any maintenance activities that may be required for the force main. The other item that was noted was a small construction easement for the waterline. You can see it's very small. It's only probably a 20 by 20 or 20 by 40 construction easement on the property that's owned by Caswell County, and this is temporary. This is only needed for us to dig down on top of the waterline, connect to the existing one, and put a bore underneath the road to tie into the new campus. So that is what is required for PCC to move forward with their project.

Commissioner Holt asked how many acres is this? Mr. Ross said acres is what? Commissioner Holt said how many acres is this right of way? Mr. Ross said the driveway? Commissioner Holt said the right of way? Mr. Ross said the right of way. I don't know the exact acres, but the 20 foot is a minimum that you have to have for state. For a public utility easement. You have to maintain 10 foot on either side of your utility. So that is a minimum. Commissioner Holt said I'm not following something. This purple picture, this is not what you're asking for then. You're asking for 20 foot right of way straight. Mr. Ross said that is the exact route that we were asking for, and that's where I referring to the jog out there toward the lift station. As you drive into the existing maintenance road that's being used for the lift station, and you start going down the slope. Commissioner Holt asked County Planner to come up if you would please. Jason Watlington said so the 60 foot that we had discussed earlier will be a 60 foot piece of property owned by the county. So our property will start from the Norag property line and go over 60 foot. Commissioner Holt said it goes from that fence down to Norag Incorporated and straight down right. Mr. Watlington said right. So what's going to have to happen with that jog is either some of this towards the end or towards the back of the property will have to go on the project Acre site. They will just grant them an easement through it, but the rest of it will actually be owned by Caswell County. Commissioner Holt said it's 60 foot. Mr. Watlington said yes sir. 60 foot.

Commissioner Wrenn said this is an amendment I can go for because you're not asking us for any money. Right? You just want an easement, and you got to have easement to build this building. Mr. Ross said it is required for this project to move forward. Currently we are on hold for PCC until we can move this forward. Commissioner Wrenn said and we've got plenty of capacity. Don't we? Commissioner Holt said but what it does do is takes off from the road frontage because part of this other project is going to move down. Commissioner Wrenn said right. Okay.

Commissioner Smith said Mr. Ross, if memory serves me correct there are three utility poles outside this easement. Is there any further discussion to where the electric service to the pump station will be? Mr. Ross said so this is completely separate from that discussion for the Acres project. This is only for the PCC project and their utilities to move forward.

Jason Watlington said and this will not... I overheard Mr. Holt's concern. This will not shift Project Acre. So at the very beginning when I presented Project Acre, we allowed them a 60 foot

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area from the property line. That property was not Project Acres property. That was going to be for Caswell County to own so we could regulate that easement. So this will not shift Project Acres 60 foot towards Highway 29.

Chairman Yarbrough asked are there any other questions or comments.

A **motion** was made by Commissioner Wrenn and seconded by Commissioner Rose to approve the easement requested.

County Manager Paschal said there's a recommended motion in your memo. The motion is to grant Piedmont Community College a utility easement that allows construction of a sewer force main, a construction easement for the waterline connection, and authorize the County Manager to sign the easement subject to the following: a survey is completed by a surveyor licensed in the state of North Carolina. The easement is located entirely on Caswell County property and does not encroach on other property owners. We would ask you to give me the authority to sign the easement once the survey has been done so we can expedite the process, and it doesn't have to come back to the Board.

A **motion** was made by Commissioner Wrenn and seconded by Commissioner Rose to accept the motion in the presentation from Mrs. Paschal and give her permission to sign once the survey is completed.

Chairman Yarbrough said that is the motion as written. Any further discussion.

Commissioner Holt said on the very last part when he said that it may encroach on that other right at the pump station. That kind of goes against what you're saying there that it would not go on to anyone else's property. Jason Watlington said can I approach the screen? Chairman Yarbrough said yes sir. Mr. Watlington said pointed out the area and how it would not go onto anyone else's property.

Commissioner Rose said but all that's on the back side though. That shift is on the back? The shift you were talking about was on the back of the property? Mr. Watlington said yes sir.

Chairman Yarbrough asked if there were any other questions or discussion? Hearing none they proceeded to vote.

A **motion** was made by Commissioner Wrenn and seconded by Commissioner Rose and **carried unanimously** to grant Piedmont Community College a utility easement that allows construction of a sewer force main, a construction easement for the waterline connection, and authorize the County Manager to sign the easement subject to the following: a survey is completed by a surveyor licensed in the state of North Carolina. The easement is located entirely on Caswell County property and does not encroach on other property owners. We would ask you to give me the authority to sign the easement once the survey has been done. (Ayes: Commissioners Holt, Smith, Wrenn, Rose, Gwynn, Ingram, and Yarbrough)

Commissioner Wrenn said this might not be the right time Mr. Chairman, but we've heard a lot about Project Acre. When is that or what's the plans to start on this project? Chairman Yarbrough said I think we're going to get into that in closed session tonight.

**COUNTY MANAGER UPDATES:**

County Manager Paschal said I have a few updates. You had asked me at the December 2nd meeting to write a letter to our legislative delegation thanking them for the House Bill 10. I'll let you know that they voted against House Bill 10. So I wanted to know if you wanted a letter to the leadership. Commissioner Wrenn asked who voted against House Bill 10? County Manager Paschal said Representative Renee Price and Senator Graig Meyer. Commissioner Wrenn said but it passed the General Assembly. County Manager Paschal said it passed the General Assembly. Our delegation voted against it. There were a lot of things in the bill. I'm sure they weren't voting against taking the Broadband requirement out. Commissioner Wrenn said let's send a letter of thanks to Senator Phil Berger, President pro tempore, who spearheaded this effort. County Manager Paschal asked if everybody was in agreement? Commissioner Wrenn said if it's agreeable to the Board? Board agreed.

County Manager Paschal said I did want to mention the 911 item that you approved tonight. We brought this up to the last meeting, but I just wanted to underscore that Mr. Everett negotiated with the 911 board. Our transfer from the general fund would have been roughly double what we did tonight if he had not gotten them to agree to that figure. So he did a good job in negotiating that.

I am planning to take off next week. Without objection, I will be at my house. So if something comes up here, I can travel here and deal with it. Mrs. Williamson will be on site.

I've received from our Parks and Recreation Director today a grant. We've been awarded a grant from Dan River Community Foundation, I think is the name of it. This is for a dog park. The grant is for \$8,624. We need to sign the agreement by today or yesterday. There will be a presentation of award on January 8<sup>th</sup>. I'm sorry the grant agreement has to be signed by January 3<sup>rd</sup>, which is before you meet again. I would ask, if I understand the budget ordinance correctly, it's within my authority to sign the grant agreement both because of the amount and because there is no county match for the funds. So it does not obligate the county. I just wanted to make you aware that I am signing that grant agreement. Any questions or concerns. Commissioner Wrenn said and the grant is for? County Manager Paschal said a dog park. So I have an email from Mr. Jefferson, our Parks and Recreation Director. It will be located near the main entrance to the park off of County Park Road. It would be in the area near the picnic shelter, but far enough away that it would not cause an issue with the picnic shelter. The area is shaded. We only have one picnic shelter so you would know roughly where that is. He's given me a cost breakdown for the grant funds. That's all I have.

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## **COMMISSIONER COMMENTS:**

**Commissioner Smith:** I'm a numbers man. So at some point in time, whether it be the Planning session or the retreat, would you be able to give us an update on the audits, where we stand as far as the audits, how we compare expenses to budget as far as year to date revenues, and the progress we're making as far as filling the Financial Director's position. County Manager Paschal said yes.

**Commissioner Wrenn:** I'm kind of like Mr. Smith. I was going to ask basically the same question, but I think either monthly or no more than quarterly, the Board needs to get budget year-to-date expenditures and where we stand in the budget. Is there any problem with getting us that information? County Manager Paschal said so we have done that once since I've been here. Can we get that out this week? We can send that out in items of information. Commissioner Wrenn said I appreciate that. I just want to wish everybody a Merry Christmas because we won't see you. And a happy New Year. At our work session, that was another thing. Can we maybe get a copy of the rules and procedures of the Board in case it's something needs to be updated or educated? What are our rules of procedure? County Manager Paschal said I can send those out in items of information as well this week. The County Attorney and I have been discussing the possibility of making an amendment to rule 27, which is the rule that required us to table the budget amendments from last time. Our thinking is we would like to not have to table budget amendments since there is no general fund impact. A lot of times we just get revenue in and expenses out, and there is no general fund. Commissioner Wrenn said but I'll tell you why that is. I put the rule in there in 1994 or 1995 because every meeting we were getting blindsided with people wanting money. We got to have it before Friday. Y'all got to give us some money, and that's not fair to this Board. To blindside this Board to where you've got to make a decision, and we'll discuss that further. Maybe we can discuss it in our work session, but that's a good rule. County Manager Paschal said I'm not proposing that we do away with the rule, and I agree with you. You shouldn't be blindsided with budget requests, but what I'm saying is if the budget request is neutral to the general fund, then we would like those budget amendments to go forward. Because a lot of times we're just getting revenue in and budgeting the offsetting expense, and there is no general fund impact. Commissioner Wrenn said well the reason we table them was the amount of money. Ambulances, I mean we're talking about \$500,000 worth of ambulances, and then this 911 situation. So that's why it was put in there so we can think about it and question it better. That's why it was put in there when I made the motion to put it in.

**Commissioner Rose:** I'd just like to thank everybody for coming out tonight. I'm glad to have Dr. Senegal with us tonight from PCC and the other representatives there as well. I would like to wish everybody a Merry Christmas and happy New Year. I'd also like to thank our county employees for a job well done this year. I thank them for all the hard work and dedication.

**Commissioner Gwynn:** Again I want to say to Carla that we're going to miss her and don't forget where home is.

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**Commissioner Ingram:** Mr. Chair I want to just wish everybody a happy, safe, and a prosperous holiday season. Ms. Smith, I wish you well in your next endeavors.

**Commissioner Yarbrough:** I was on a call last Tuesday; I believe it was Johnna. The 10<sup>th</sup>, we were on that call with Anne Moore from the NC Treasure's Office. She had a lot of questions concerning our financial status. I guess would be a good way to put it, but I left the call with a pretty good feeling that the State's satisfied with our progress. Johnna, would I be free to share those dates you threw out when you thought, or would you like to share them as far as the 23 and 24 audits. I believe, if I'm correct, you said that you felt pretty good that 23's audit would be ready by the end of January, and 24s by the end of March. I just wanted to share that with the Board. I know we're all concerned about our audits, and we're behind. I think that Finance with Johnna's help and the County Manager's help, they're pushing that train just as hard as they can push it. But when the numbers are wrong and you've got to dig back through years of records to straighten them out, it is not a fast process. I think we've all learned that, but thank you Finance and everyone else that is involved.

#### **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 (Work Session)

**Commissioner Wrenn:** Have we, as a county, advertised, and I don't want Renee to go anywhere till after the budget, but she doesn't want to stay with us forever unless we give her the job and she takes it. Have we advertised for a manager? Chairman Yarbrough said we have not. Commissioner Wrenn said for the Finance Officer? Chairman Yarbrough said the Finance Officer has been advertised, if I'm correct. County Manager Paschal said yes. The Finance Officer has been advertised. Chairman Yarbrough said I plan on us taking up the County Manager fulltime replacement at our next meeting. Commissioner Wrenn said okay, and that's a work session. Chairman Yarbrough said yes sir. Commissioner Wrenn said and now we got to unfortunately advertise for a clerk to the Board. Chairman Yarbrough said exactly. But I spoke with Renee and asked her when she thought would be a good time, and she said sooner rather than later. So I plan on jumping into that at our next meeting. Commissioner Wrenn said let's do that.

#### **CLOSED SESSION:**

A motion was made at 7:50 pm by Commissioner Smith, and seconded by Commissioner Wrenn 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), 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

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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). (Ayes: Commissioners Holt, Smith, Wrenn, Rose, Gwynn, Ingram, and Yarbrough)

A **motion** was made by Commissioner Wrenn and seconded by Commissioner Holt and **carried unanimously** to reclassify the Finance Director position to pay grade 86 and give him longevity credit from his time at his previous employer. (Ayes: Commissioners Holt, Smith, Wrenn, Rose, Gwynn, Ingram, and Yarbrough)

A **motion** was made by Commissioner Wrenn and seconded by Commissioner Gwynn and **carried 6 - 1** to accept the bid on the 12.5 acres of \$100,000. (Ayes: Commissioners Holt, Smith, Wrenn, Rose, Gwynn, Ingram, and Yarbrough. Nays: Commissioner Holt)

**ADJOURNMENT:**

A **motion** was made at 8:19 pm by Commissioner Rose and seconded by Commissioner Gwynn and **carried unanimously** to adjourn the meeting. (Ayes: Commissioners Holt, Smith, Wrenn, Rose, Gwynn, Ingram, and Yarbrough)

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Renee Paschal  
Interim Clerk to the Board

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Tim Yarbrough  
Chairman

**CASWELL COUNTY BOARD OF COMMISSIONERS**

**Work Session**

**January 6, 2025**

**MEMBERS PRESENT**

**OTHERS PRESENT**

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

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

The Board of Commissioners for the County of Caswell, North Carolina met in a Work Session meeting scheduled on Monday, January 6, 2025 at 5:00 pm at the Gunn Memorial Public Library, 161 E. Main Street, Yanceyville NC.

**Welcome:**

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

There were no public comments.

**Recognitions:**

Commissioner Smith and Vice Chair Rose recognized the Maintenance Department for their efforts.

**Agenda:**

A motion was made by Commissioner Wrenn and seconded by Commissioner Rhodes to approve the Work Session agenda. The motion carried unanimously.

**Action Items:**

Manager Paschal explained that NC General Statute 153A-111 required the Board to appoint a Clerk to the Board or designate another position to serve as clerk. She noted that minutes preparation had been contracted to Michelle Parker-Evans until the County hired a new Clerk.

A motion was made by Vice Chair Rose and seconded by Commissioner Ingram to appoint Renee Paschal as Interim Clerk to the Board. The motion carried unanimously.

**Discussion Items:**

Chairman Yarbrough reiterated the purpose of the Work Sessions would be to discuss items before voting on them at the regular meeting. Action items would not normally be presented during a Work Session. The Action Item presented at the Work Session was a statutory necessity.

#### Rules of Procedure Amendment

Manager Paschal explained that the proposed amendment concerned Rule 27 – Consideration of Unbudgeted Expenditures. She explained that the current language posed logistical issues for staff due to budget amendment timelines. She proposed the additional language, *“The Rule shall not apply in cases where budget amendment increases revenue and expense by an equal amount and there is no other impact on the general fund.”*

Commissioner Wrenn questioned grant money being a part of the rule. The Board discussed whether grants should be included. It was agreed that the rule would only apply to grants if matching funds were required or the grant required the county to pick up expenses in future years.

#### Adoption of Purchasing Policy

Manager Paschal stated that the current Purchasing Policy lacked State and Federal requirements. She presented a new policy for the Board’s consideration. The current policy set a \$500 threshold for purchase orders. Staff recommended a purchase order limit of \$2,500. This would cut down on staff time being used to obtain purchase orders for small amounts of spending. The proposed policy referenced a vacant position in the Finance Department that would assume some of the duties of purchasing.

Procurement card purchases would be allowed at \$2,500, but a blanket purchase order would be required for amounts exceeding \$2,500. The Finance Officer would ensure there is money in the budget before purchase orders were approved. Manager Paschal noted that the workload would be increased. The purchase cutoff dates will take place between May 1-15. She noted that the policy had been reviewed by the Attorney and several departments. The policy would be placed on the next regular meeting agenda for action.

Commissioner Smith expressed concerns regarding the recommendation to change from \$500 to \$2,500. Commissioner Ingram questioned what the transactions would be with the \$1,000 threshold. Manager Paschal responded that there would be a 500+ increase in transactions. After further discussion, the Board’s consensus was to recommend increasing the purchase order limit to \$1,000 instead of \$2,500.

#### Contract Management Policy

Manager Paschal stated that the purpose of the policy was to develop guidelines for approving and storing contracts in a centralized location. She added that electronic signatures would be allowed in the proposed policy. The policy would require the County

Manager and County Attorney to review the policy annually to make sure it remained viable.

There were no questions from the Board.

### Co-Square Student Fee

Manager Paschal proposed forming a partnership with Piedmont Community College (PCC) where a lower membership fee would be \$25 per month for students. The current membership fee is \$50 per month. PCC supported the idea and would be expected to promote the reduced membership fee to their students. The Board would need to approve the reduced membership fee as well as a Memorandum of Understanding between Caswell County and Piedmont Community College. She suggested that bringing in college students may encourage potential entrepreneurs and local businesses to become members.

Commissioner Wrenn inquired about the number of paid memberships. Manager Paschal responded that there were approximately 20 members. She added that staff was working on ways to increase membership. She added that Co-Square was an attractive environment for collaboration. Staff will conduct a survey of former members to see why they left and what would encourage them to return as members. The results will be shared with the Board at a later Work Session.

Commissioner Wrenn expressed concern about the expenses related to the facility. The Board would like to see a revenue/expense report for the facility.

Chairman Yarbrough inquired about the benefits of the student memberships. Manager Paschal explained that the membership would have the same benefits as a regular membership. She felt it would be good for PCC students who may need a place to gather during the day or to access broadband after hours.

Commissioner Holt concurred with Ms. Paschal regarding the students being able to use the facility.

Commissioner Ingram asked if students from other surrounding colleges could receive the student membership costs. Manager Paschal stated that the intent was only for PCC students.

After further discussion regarding the student membership, the Board felt that any students who lived in Caswell County and attended any college should receive the \$25 membership fee.

### Board and Committee Appointments

Manager Paschal presented a proposed assignment list and asked Board members if there were any Boards and/or Committees they wished to serve on for 2025. The proposed assignments were based on prior commissioners' assignments.

Chairman Yarbrough polled the commissioners. Vice Chair Rose was fine with his assignments. Commissioner Holt asked for information on the Cyber Security Committee. Ms. Williamson, Deputy County Manager, replied that the committee was put in place before an IT Director was hired. Commissioner Ingram concurred with his assignments. Chairman Yarbrough was good with his assignments. Commissioner Wrenn asked why the Cemetery Board was needed.

Manager Paschal noted that Commissioner Gwynn was interested in serving on the Social Services Board.

Chairman Yarbrough asked Commissioners Wrenn and Holt to work with the County Manager and Attorney and divide the at-large assignments.

Commissioner Wrenn noted that many counties in North Carolina had combined the Social Services and Board of Health boards.

#### Updates

Manager Paschal shared a draft agenda for the Boards' Budget retreat. The retreat will be held January 25, 2025 at 8:00 am in the Gunn Memorial Library. Amy Cannon and Johnna Sharpe will facilitate the retreat. The Chair and Vice Chair met with the facilitators and helped to develop the agenda.

Manager Paschal outlined items for discussion including expectations of Board members and staff; Caswell County demographics; and envisioning the future. Board members were asked to complete a questionnaire and return it to the facilitators by January 15. Board members will have a priority setting session based on the results to identify the top five priorities.

The Manager highlighted other items:

- there will be a 6 percent increase in health insurance premiums so staff is exploring other options. A work session will be held to focus on insurance.
- She spoke about the appeal process for flood maps.
- There is no budget impact with the Riverside grant. Although they have met the investment target, they have not met the employee target but expect to consolidate personnel and meet that target in February.
- Michelle Waddell has been hired by the DSS Board as the new DSS Director. Kudos to the former director who retired after 46 years of service.

Chairman Yarbrough asked if the Attorney and Board had additional updates. There were no updates. The Chair announced that the next regular meeting will be held January 21, 2025 at the Gunn Memorial Library. The Budget retreat will be held January 25, at 8:00 am.

**Closed Session:**

Vice Chair Rose made a motion, seconded by Commissioner Smith, to adjourn to Closed Session pursuant to NCGS 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body. The motion carried unanimously.

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

Commissioner Wrenn moved, seconded by Commissioner Ingram, to approve the settlement letter with Kone Elevator. The motion carried unanimously.

Commissioner Rose moved, seconded by Commissioner Smith, to approve the release of the November 18, 2024 Closed Session Minutes pertaining to George Daniel's delinquent taxes and to approve the press release announcing the release of the minutes. The motion carried unanimously.

**Adjournment:**

Commissioner Wrenn moved, and Commissioner Rose seconded, to adjourn the meeting. The motion carried unanimously and the meeting was adjourned at approximately 7:00 pm.

Respectfully submitted,

---

Renee Paschal  
Interim Clerk to the Board

---

Tim Yarbrough  
Board Chair

Meeting Date: January 21, 2025



**AGENDA FORM**

**TO: Caswell County Board of Commissioners**

**FROM: Renee Paschal, Interim County Manager**

**SUBJECT: Add .34 miles of Oak Tree Lane to DOT Secondary Road Maintenance System**

**BACKGROUND INFORMATION:**

DOT has asked that the Board of Commissioners approve the attached resolution to add Oak Tree Lane to DOT's Secondary Road Maintenance System

**STAFF RECOMMENDATION, IF APPLICABLE:**

N/A

**RECOMMENDED ACTION/MOTION:**

- Motion to approve Resolution to Add .34 Miles of Oak Tree Lane from Clubhouse Drive in the Caswell Pines Subdivision to Files Road to the state Secondary Road Maintenance System

**FISCAL IMPACT:**

None

**ATTACHMENTS:**

Letter and agenda package from DOT  
Oak Tree Lane Plat Book 17\_89  
Oak Tree Lane Resolution





STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J.R. "JOEY" HOPKINS  
SECRETARY

December 16, 2024

**CASWELL COUNTY**

Ms. Renee Paschal, Manager  
Caswell County  
144 Court Square  
Yanceyville, NC 27379

**SUBJECT:** Request for Addition for Oak Tree Lane Off Files Road (SR 1574) in  
Caswell Pines Subdivision, Blanch Township

Please find attached Petition for Road Addition (SR-1), Secondary Road Addition  
Investigation Report (SR-4) as well as a recorded plat and a vicinity map for the subject  
road.

This is being forwarded to you for review by your Board of Commissioners. A resolution  
giving concurrence for addition of this road to the State Maintenance System is  
requested.

If you have any questions, please contact me at (336) 520-6060.

Sincerely,

A handwritten signature in black ink, appearing to read "J. M. Delapp".

Jeremy Delapp  
District Engineer

JMD

Attachments

CC: Mr. W. R. Archer, III, PE, Division 7 Engineer

*Mailing Address:*  
NC DEPARTMENT OF TRANSPORTATION  
DISTRICT ENGINEER'S OFFICE  
PO BOX 1318  
REIDSVILLE, NC 27320

*Telephone:* (336) 520-6060  
*Fax:* (336) 634-5638  
*Customer Service:* 1-877-368-4968

*Website:* [www.ncdot.gov](http://www.ncdot.gov)

*Location:*  
1226 NORTH SCALES ST.  
REIDSVILLE, NC 27320

**North Carolina Department of Transportation  
Division of Highways  
Request for Addition to State Maintained Secondary Road System**

North Carolina

County: Caswell

Road Description: 0.34 mile of Oak Tree Lane (f/k/a Oak Tree Drive) from Clubhouse Drive  
(SR 1637) to Files Road (SR 1574)

WHEREAS, the attached petition has been filed with the Board of County Commissioners of the County of Caswell requesting that the above described road, the location of which has been indicated in red on the attached map, be added to the Secondary Road System, and

WHEREAS, the Board of County Commissioners is of the opinion that the above described road should be added to the Secondary Road System, if the road meets minimum standards and criteria established by the Division of Highways of the Department of Transportation for the addition of roads to the System.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of the County of Caswell that the Division of Highways is hereby requested to review the above described road, and to take over the road for maintenance if it meets established standards and criteria.

**CERTIFICATE**

The foregoing resolution was duly adopted by the Board of Commissioners of the County of \_\_\_\_\_ at a meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESS my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Official Seal**

Clerk, Board of Commissioners  
County: \_\_\_\_\_

**PLEASE NOTE:**

**Forward direct with request to the Division Engineer, Division of Highways**

North Carolina Department of Transportation  
Division of Highways  
Petition for Road Addition

ROADWAY INFORMATION: (Please Print/Type)

County: Caswell Road Name: Oak Tree Drive

Subdivision Name: Caswell Pines Length (miles): 0.34

Number of occupied homes having street frontage: 6 Located (miles): 2.0

miles Northeast of the intersection of US Highway 158 and NC Highway 86

We, the undersigned, being property owners and/or developers of Caswell Pines Subdivision in Caswell County, do hereby request the Division of Highways to add the above-described road.

CONTACT PERSON: Name and Address of First Petitioner. (Please Print/type)

Name: Cliff Matkins Phone Number: 336-514-2352  
Street Address: 37 Clear Springs Cir, Blanch, NC 27212  
Mailing Address: Same

PROPERTY OWNERS

<u>Name</u>	<u>Mailing Address</u>	<u>Telephone</u>
Robert & Sharron Duncan	345 Oak Tree Ln, Blanch, NC 27212	NA
Tim & Laurinda Krotish	324 Oak Tree Ln, Blanch, NC 27212	336-261-8705
Walter & Bonnie Luce	289 Oak Tree Ln, Blanch, NC 27212	760-275-7199
Julia K. Jessup	115 Oak Tree Ln, Blanch, NC 27212	919-475-8955
James L. Briggs	228 Oak Tree Ln, Blanch, NC 27212	NA
Harry & Pauline Shortland	173 Oak Tree Ln, Blanch, NC 27212	NA

(See Attachment for remaining property owners.)

**North Carolina Department of Transportation  
Division of Highways  
Secondary Road Addition Investigation Report**

County: Caswell Co. File No: \_\_\_\_\_ Date: 9/23/2024  
 Township: Blanch Div. File No: \_\_\_\_\_ Div. No: 7

Local Name: Oak Tree Lane (f/k/a Oak Tree Dr.) Subdivision Name: Caswell Pines  
 Length: 0.34 Surface Width: 20' Surface Type: SF 9.5A PVMT Condition: Fair  
 Surface Thickness: 1.5" Base Type: ABC Base Thickness: 8"

\*Bridges Yes \_\_\_ No X \* Pipe > 48" Yes \_\_\_ No X \*Retaining Walls Within Right of Way Yes \_\_\_ No X

**\* If Yes -Include Bridge Maintenance Investigation Report**

Is this a subdivision street subject to the construction requirements for such streets? Yes

Recording Date: 9/20/2016 Book: 17 Page: 89

Number of homes having entrances into road: 5

Other uses having entrances into road: 0

Right-of-Way Width: 50' If right-of-way is below the desired width, give reasons under "Remarks and Recommendations."

Is petition (SR-1) attached? Yes

Is the County Commissioners Approval (SR-2) attached? No If not, why not? Review

Is a map attached indicating information for reference in locating road by the Planning Department? Yes

Cost to place in acceptable maintenance condition: Total Cost: \$ 0

Grade, drain, stabilize: \$ \_\_\_\_\_ Drainage: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

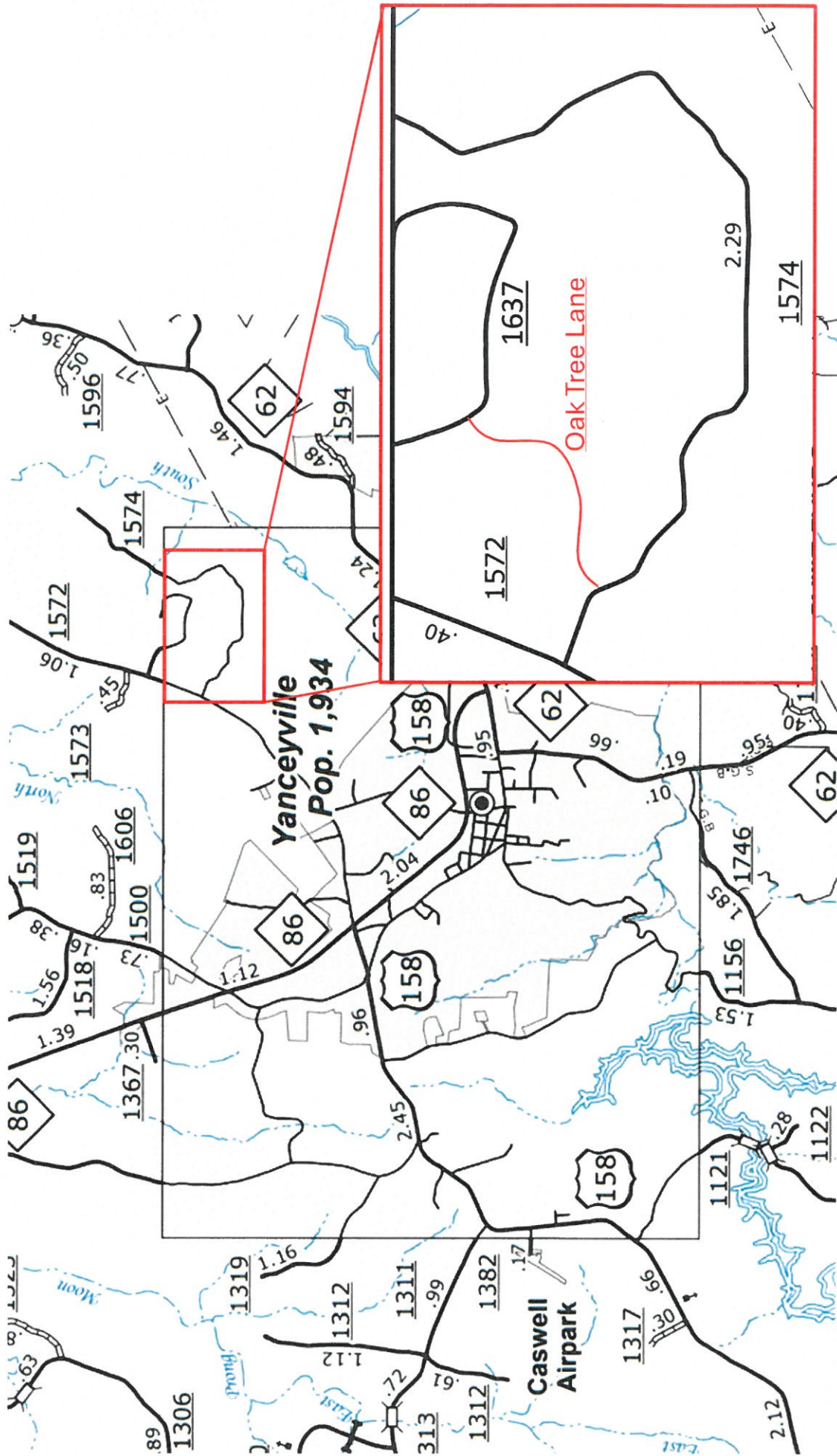
Remarks and Recommendations: This is a paved road in fair condition I recommend for addition. The Average Daily Traffic (ADT) is 95 vehicles per day.

Submitted by: Jeremy Delapp 12/16/24 Reviewed and Approved: \_\_\_\_\_  
DISTRICT ENGINEER DATE DIVISION ENGINEER DATE

Reviewed and Approved Signature and Date

BOARD OF TRANSPORTATION MEMBER: \_\_\_\_\_

	Do not write in this space- For Use by Secondary Roads Unit    Petition #
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STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J.R. "JOEY" HOPKINS  
SECRETARY

DATE: December 10, 2024  
TO: Caleb Tilley, P.E. Assistant District Engineer  
FROM: Sandy Taylor, Real Property Agent II  
SUBJECT: Addition to the System: Oak Tree Lane (f/k/a Oak Tree Drive),  
Caswell Pines Golf and Land Company  
Subdivision, Caswell County

I have examined the plats of the Caswell County Registry, furnished by your office. Based on my examination of the plats (*specifically PB 17, PG 89*) it appears the Public Right of Way for **Oak Tree Lane (f/k/a Oak Tree Drive), Caswell Pines Golf and Land Company Subdivision, Caswell County**, is as follows, as well as utility easements and sight distances as shown on the plats, if any.

**Oak Tree Lane (f/k/a Oak Tree Drive)**  
(PB 12, Page 294; PB 12, PG 295; and PB 17, PG 89)

**50'**

If you need any additional information, please feel free to contact me.

## Caleb Tilley

---

**From:** Buff, E. Stanley <esbuff@ncdot.gov>  
**Sent:** Thursday, December 12, 2024 11:04 AM  
**To:** Caleb Tilley  
**Cc:** Delapp, Jeremy M; Foulks, David C  
**Subject:** RE: [External] RE: Caswell Pines | Oak Tree Lane | Road Addition Package Review  
**Attachments:** Road Add. Memo to DDE - Oak Tree Lane of Caswell Pines.pdf

EXTERNAL EMAIL. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Caleb,

Everything looks good. I'm not sure if this makes any difference on the attached letter it has Oak Tree Drive (f/k/a) Oak Tree Dive, I think he intended it to be Oak Tree Lane.

Stan

---

**From:** Caleb Tilley <caleb.tilley@volkert.com>  
**Sent:** Thursday, December 12, 2024 10:15 AM  
**To:** Buff, E. Stanley <esbuff@ncdot.gov>  
**Cc:** Delapp, Jeremy M <jdelapp@ncdot.gov>; Foulks, David C <dcfoulks@ncdot.gov>  
**Subject:** [External] RE: Caswell Pines | Oak Tree Lane | Road Addition Package Review

CAUTION: External email. Do not click links or open attachments unless verified. Report suspicious emails with the Report Message button located on your Outlook menu bar on the Home tab.

Stanley,

Here are the two documents with the requested changes.

### **Caleb Tilley, PE**

Assistant District Engineer (CEI)  
North Carolina Department of Transportation

O: 336 520 6063  
[Caleb.tilley@volkert.com](mailto:Caleb.tilley@volkert.com)

1226 N. Scales St.  
PO Box 1318  
Reidsville, NC 27320

---

**From:** Caleb Tilley  
**Sent:** Thursday, December 12, 2024 9:37 AM  
**To:** [mpwhitley@ncdot.gov](mailto:mpwhitley@ncdot.gov); [esbuff@ncdot.gov](mailto:esbuff@ncdot.gov)



9.62.5 SURVEYOR'S CERTIFICATION

I, Robert E. Boswell, certify that this plot was drawn by me from an actual survey made by me (land description recorded in Map Book 12, Pages 294 - 296); that the ratio of precision as calculated is 1:11,227; that this plot was prepared in accordance with G.S. 47-30 as amended; that the survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision.

Witness my original signature, registration number and seal this 18th day of September, A.D. 2016. Robert E. Boswell Professional Land Surveyor L-2797



9.62.1 Certificate of Exemption

The Subdivision of the property shown on this plot is an exception to Article 9, Part V of the Unified Development Ordinance of Caswell County, North Carolina under Section 9.45.1 as indicated below and the resultant lot(s) meet the minimum standards of the Ordinance.

(9.45.1.1) Recombination (9.45.1.2) Greater Than 10 Ac. (9.45.1.3) Public ROW (9.45.1.4) Division of single tract <2ac/<3lots (9.45.1.5) Certain (9.45.1.6) Cemetery (9.45.1.7) Existing Parcel (9.45.1.8) Other

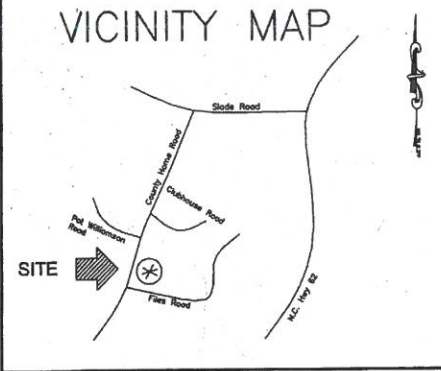
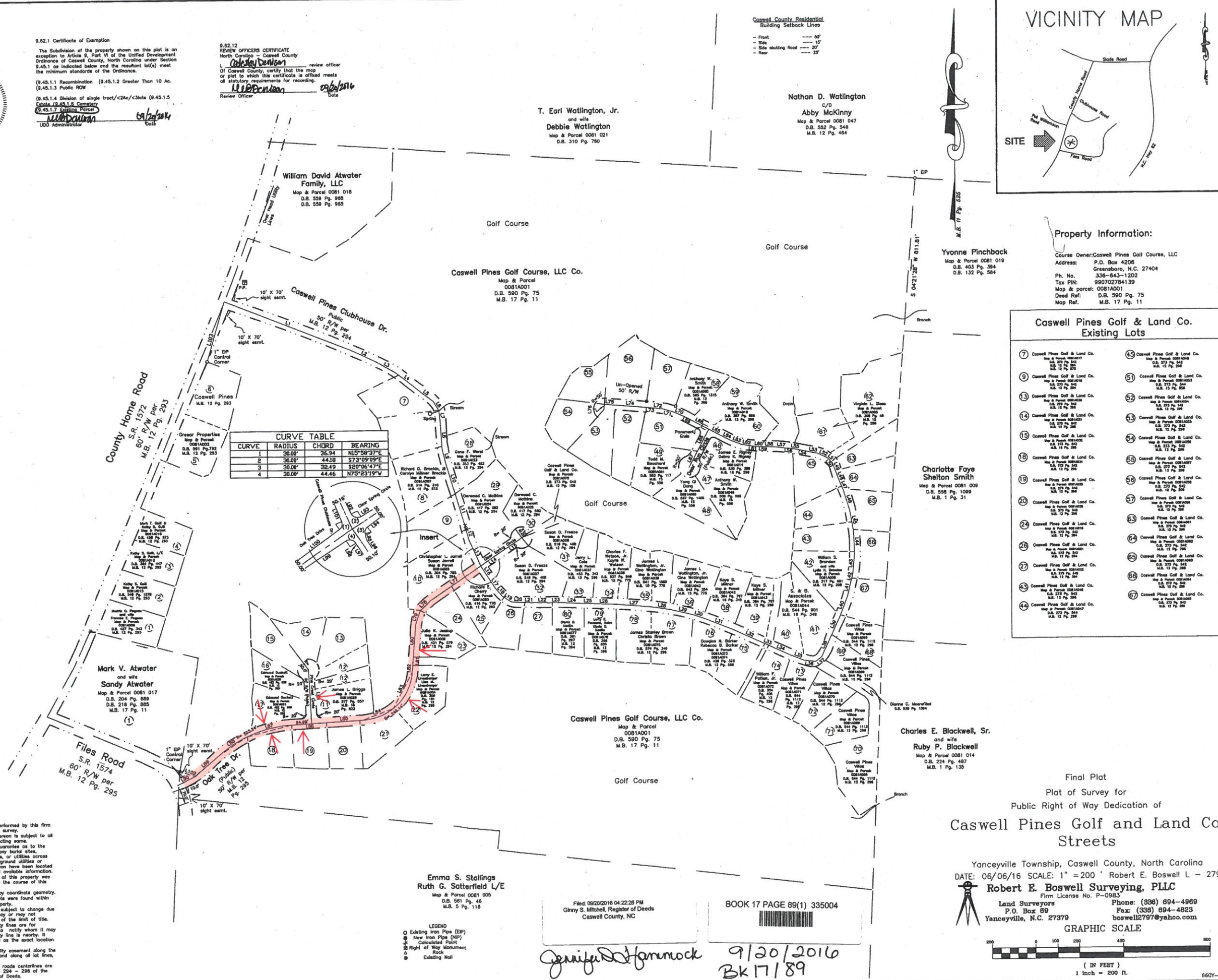
9.62.12 REVIEW OFFICERS CERTIFICATE

North Carolina - Caswell County I, Robert E. Boswell, Review Officer of Caswell County, certify that this map of plot to which this certificate is affixed meets all statutory requirements for recording.

Table with 3 columns: LINE, LENGTH, BEARING. Contains 103 line items for the survey boundary.

CURVE TABLE with 4 columns: CURVE, RADIUS, CHORD, BEARING. Contains 4 curve data points.

- Notes: 1) No title search was performed by this firm during the course of this survey. 2) The property shown herein is subject to all easements of record affecting same. 3) This firm makes no guarantee as to the existence or location of any buried sites, underground improvements, or utilities across the property. 4) No internal inspection of this property was made by this firm during the course of this survey. 5) Areas are calculated by coordinate geometry. 6) No geodetic monuments were found within 200' of the subject property. 7) Water boundaries are subject to change due to natural causes and may or may not represent actual location of the limit of title. 8) Flooding along property lines are for informational purposes to notify whom it may concern, that the property line is nearby. It should not be considered as the exact location of the property line. 9) All lot have a 15' utility easement along the front road right of way and along all lot lines, per D.S. 304 Pg. 383. 10) Calls referencing the roads centerlines are taken from M.B. 12 Pg. 294 - 296 of the Caswell County Register of Deeds.



Property Information:

Course Owner: Caswell Pines Golf Course, LLC Address: P.O. Box 4206 Greensboro, N.C. 27404 Ph. No. 336-843-1202 Fax No. 990702784139 Map & parcel: 0081A001 Deed Ref: D.B. 590 Pg. 75 Map Ref. M.B. 17 Pg. 11

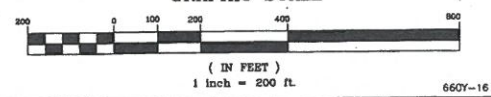
Caswell Pines Golf & Land Co. Existing Lots

- List of 44 existing lots with lot numbers and corresponding map & parcel information.

Final Plat of Survey for Public Right of Way Dedication of Caswell Pines Golf and Land Co. Streets

Yanceyville Township, Caswell County, North Carolina DATE: 06/06/16 SCALE: 1" = 200' Robert E. Boswell L - 2797

Robert E. Boswell Surveying, PLLC Firm License No. P-0983 Land Surveyors P.O. Box 69 Yanceyville, N.C. 27379 Phone: (336) 694-4969 Fax: (336) 694-4823 boswell2797@yahoo.com



BOOK 17 PAGE 89(1) 335004 9/20/2016 BK 17/89

- LEGEND: Existing Iron Pipe (EIP), New Iron Pipe (NIP), Calculated Point, Right of Way Monument, Rock, Existing Well





# CASWELL COUNTY

*Board of Commissioners*

*"Preserving the Past – Embracing the Future..."*

## RESOLUTION CONCURRING THE ADDITION OF OAK TREE LANE (Caswell County Unincorporated Area)

**WHEREAS**, the N.C. Department of Transportation has investigated petitions to add to the state Secondary Road Maintenance System, .34 miles of Oak Tree Lane (f/k/a Oak Tree Drive) from Clubhouse Drive in the Caswell Pines Subdivision to Files Road.

**WHEREAS**, the Board of County Commissioners is of the opinion that the above described road should be added to the Secondary Road System, if the road meets minimum standards and criteria established by the Division of Highways of the Department of Transportation for the addition of roads to the system.

**NOW, THEREFORE**, be it resolved by the Caswell County Board of County Commissioners that the Division of Highways is hereby requested to review the above described road, and to take over the road for maintenance if it meets established standards and criteria.

### **CERTIFICATE**

The foregoing resolution was duly adopted by the Caswell County Board of Commissioners at a meeting on 21<sup>st</sup> day of January, 2025.

**Official Seal**

\_\_\_\_\_  
Tim Yarbrough, Chairman  
Caswell County Board of Commissioners

\_\_\_\_\_  
Clerk, Board of Commissioners



**AGENDA FORM**

**TO: Caswell County Board of Commissioners**

**FROM: Renee Paschal, Interim County Manager**

**SUBJECT: Abandonment petition for old Hatcher Road**

**BACKGROUND INFORMATION:**

NCDOT is requesting to abandon 0.02 mile, of the old Hatcher Rd (SR 1354), that follows the same roadbed as Caswell County's lift station driveway at 135 Greentree Rd (SR 1376). Documents attached are property deed, location map, NCDOT Road Inventory comments, and an abandonment petition. The 0.02 mile section is the section highlighted in green on the road inventory attachment Caswell County Board of Commissioners is requested to sign an abandonment petition (SR-3). This driveway has not been maintained by the state since the mid 90's, and a gate owned by the county has cut off any public access to the driveway.

I asked Maintenance Director R.D. Hayes to review this request. He is in agreement that this section is not being maintained by DOT because of the gate, which is required to protect the lift station.

**STAFF RECOMMENDATION, IF APPLICABLE:**

N/A

**RECOMMENDED ACTION/MOTION:**

- Motion to direct the Chair to sign the abandonment petition for a .02 mile section of old Hatcher Road (SR 1354).

**FISCAL IMPACT:**

None

**ATTACHMENTS:**

Abandonment Petition





0.20 Mi. EOM from old intersection at time of 1957 addition per 1958 aerial

0.07 mi. erroneously removed per 1996 HTO. C-504 Virginia project showed removal of this around the year 2000.  
Recommend petition of abandonment.

0.01 mi. portion @ old intersection with US 29 removed through project 8.1592904 in 1988

This road was once part of original SR 1354 and still exists; seemed to be retained per C-504 Virginia project plans around the year 2000.  
Recommend that this be placed back onto the maintenance map.  
A formal petition of abandonment can also be sent if needed.



**AGENDA FORM**

**TO: Caswell County Board of Commissioners**

**FROM: Renee Paschal, Interim County Manager**

**SUBJECT: Adoption of Purchasing Policy**

**BACKGROUND INFORMATION:**

Numerous state and federal regulations govern how local governments can purchase good, services, construction, etc. The county's most recent purchasing policy (attached) does not adequately address these requirements. A more thorough policy was adopted in 2008, but has not been updated to address changes in state and federal law.

In adopting the policy, the board must set a threshold for purchase orders. The current threshold is \$500.

This item was reviewed and discussed by the board during the January 6, 2025 work session. At that meeting, the board agreed by consensus that the threshold for purchase orders should be increased to \$1,000. The attached purchasing policy and procedures have been updated to reflect this change.

**STAFF RECOMMENDATION, IF APPLICABLE:**

N/A

**RECOMMENDED ACTION/MOTION:**

Motion to approve the attached Caswell County Purchasing Policy. Note that Purchasing Procedures are attached, but staff is not asking for Board approval. These may need to change for administrative reasons.

**FISCAL IMPACT:**

None

**ATTACHMENTS:**

Caswell County Purchasing Policy

Caswell County Purchasing Procedures

# Caswell County Purchasing Policy

## Introduction

This purchasing policy is intended for use as a guide to the Caswell County purchasing methods. When used properly, the policies will enable the County to obtain needed materials, equipment, supplies, and services efficiently and economically. The basic goals of the County’s purchasing program are:

- To comply with NC state law and federal Uniform Guidance requirements of public purchasing and procurement.
- To assure vendors that impartial and equal treatment is afforded to all who wish to do business with the County.
- To receive maximum value for each dollar spent by awarding purchase orders to the lowest responsible, responsive bidder, taking into consideration quality, performance, technical support, delivery schedule, past performance and other relevant factors.
- To provide county departments the required goods, equipment and services at the time and place needed and in the proper quantity and quality.
- To promote good and effective vendor relations cultivated by informed and fair buying practices and strict maintenance of ethical standards.

## Purchasing Guidelines & Summary

Please refer to Contract Management Policy for contracting requirements and process. Please refer to Caswell County Purchasing Procedures for the steps needed at each cost level.

**Table 1: Summary of Purchasing Guidelines**

<b>Amount of Purchase</b>	<b>Appropriate Procedures</b>
Equipment/Purchases/Construction less than \$1,000	Purchase order (PO) not required Use request for payment, invoice, or p-card
Equipment/Purchases/Construction \$1,000 to less than \$10,000	PO Required. Quotes not required
Equipment/Purchases/Construction \$10,000 to less than \$30,000	Informal bids or quotes (verbal, fax, email, written) required Three quotes or State Contract required PO required
Equipment/Purchases \$30,000 to less than \$90,000	Informal bids or quotes (written, faxed or email) required Three quotes or State Contract required PO required General Statute 143-131

<b>Amount of Purchase</b>	<b>Appropriate Procedures</b>
Equipment/Purchases costing \$90,000 and above (includes lease to purchase items)	Formal bid procedures or State Contract required Written contract and PO required Board of Commissioners must approve contract General Statute 143-129
Services less than \$1,000	PO not required Quotes not required
Services \$1,000 to less than \$10,000	PO required Quotes not required
Services \$10,000 to less than \$30,000	Informal quotes (verbal, fax, email, written) required Three quotes or State Contract required PO required
Services \$30,000 to less than \$90,000	Informal bids or quotes (written, faxed or email) required Three quotes or State Contract required Written contract and PO required
Services costing \$90,000 and above	Written contract and PO required
Construction and/or renovation \$30,000 to less than \$500,000 NCGS 143-131 NCGS 143-128(f1)	Solicitation of minority participation required for more than \$100,000 if state funds are used or \$300,000 if no state funds are used Dispute resolution required if \$15,000 or more is disputed Written Contract and PO required
Construction and/or renovation \$500,000 and greater NCGS 143-129 NCGS 143-128(f1)	Formal Bid Procedures Minority business solicitation and reporting required Dispute resolution required if \$15,000 or more is disputed Written Contract and PO required
Selection of architect, engineer or surveyor	Must use RFQ process unless estimated fee is less than \$50,000, then County Manager can approve an exemption. General Statute: 143-64.31 and 143-64.32
Any purchases involving federal funds	See Appendix 1



## **Federal and other funding sources:**

Departments receiving non-county funds must also follow the purchasing guidelines established by the funding agency if these requirements are different from the County's procedures and more restrictive. **REMEMBER TO ALWAYS USE THE MOST RESTRICTIVE PROCUREMENT METHOD. See Appendix 1 for federal Uniform Guidance requirements.**

## **Definition of Responsibilities**

### **Purchasing specialist's responsibilities:**

- To facilitate the involvement of local vendors in the county's purchasing process.
- To use impartial judgment in the selection of vendors based on product quality, price, warranty, and performance and vendor delivery, service, and performance.
- To comply with all county purchasing procedures, North Carolina General Statutes covering procurement and federal government requirements for grant funds.
- To prepare formal bid packets and quotation requests.
- To manage the formal bid process, including advertising for bids, notifying vendors, accepting bid proposals, opening bids, tabulating bids, and serving as the primary resource for questions from vendors.
- To review purchases and purchase orders.
- To maintain adequate purchasing records, including a database of vendors established in an accessible vendor file.
- To assist departments, when requested, in locating the best source for supplies, materials, and equipment.
- To assist departments in conducting negotiations with vendors concerning prices, bids, terms, deliveries, and adjustments.
- To assist departments with the informal bid process.
- To determine which purchasing method will be most advantageous to the county and to ensure all state and federal laws and local policies are met.

### **Finance officer's responsibility:**

Under the Local Government Budget and Fiscal Control Act, all contractual obligations must be supported by an appropriation that authorizes the expenditure. As required by General Statute 159-28(a), the finance officer will pre-audit all obligations of funds \$2,500 and above and execute the pre-audit certification.

### **Department and employee responsibilities**

- It is the responsibility of each department to requisition goods and services in such a way as to allow time for competitive bidding, ordering, and delivery of materials. Exceptions shall be made only on rare occasions, and only with approval of the finance officer or county manager.



- For any new vendor, the department must obtain a completed W-9 (Request for Taxpayer Identification and Certification) form from the vendor before an invoice or purchase order can be processed.
- It is the responsibility of the department head or his designee, in consultation with the purchasing specialist, to obtain these goods based upon competitive bids and to consider product price, value, quality, performance, and delivery.
- While department heads may delegate minor purchases to employees, they are still responsible for ensuring such purchases are made according to the provisions of this policy.
- It is the responsibility of all Caswell County employees to comply with this policy. As directed by the county manager, any employee deliberately violating the policy shall be held personally accountable for unauthorized purchases. Violation of the purchasing policy may result in disciplinary action, up to and including, dismissal.

**Purchasing specialist's responsibilities to salespersons and vendors are to:**

- Encourage good county/vendor relations.
- Encourage local business participation by notifying known in-county vendors of opportunities to bid.
- Conduct business with vendors in a professional manner that promotes honesty and fairness.
- Accept, and in some cases require samples from vendors to be used for testing. A fair trial shall be given to all samples and the outcome of the testing shall be presented to the vendor, in general terms.
- Make every effort to be available for appointments during normal business hours.
- Arrange interviews between salespersons and department heads when requested.
- Write all correspondence to salespersons and vendors, except when technical details can be better written by the department.
- Keep on file vendor information, catalogs, samples, price quotes, etc. to be used by all departments.
- Assist departments with specifications.

**The vendor's/salesperson's responsibilities to Caswell County are to:**

- Understand the needs of Caswell County and try to find the right product at the best price, quality, and quantity that benefits the County as a whole.
- Conduct themselves in a professional manner; be honest about the supplies and products they represent.
- Honor purchase orders generated as a result of providing price quotes on specified items and quantities.
- Make sure the county's PO is issued PRIOR to placing any goods or service on order.

**Conflicts of Interest**

County employees and officers who are involved in making contracts on behalf of Caswell County are governed by North Carolina General Statute 14-234 Conflict of Interest Law, which prohibits direct benefit from said contracting. Violation of the statute is a Class 1 misdemeanor. As defined by the statute, Caswell County is classified as a small jurisdiction and some exceptions may apply.

## **Gifts and Favors**

NCGS 133-32 makes it a misdemeanor to give and receive gifts in the context of contracting. Caswell County states this provision in the Personnel Policy, Article 4, Section 6:

- A. No appointed official or employee of Caswell County shall accept any gift, whether in the form of a service, loan, thing, or promise, exceeding a value of \$50.00, from any person, firm or corporation doing or who is seeking to do business of any kind or, to the employee's knowledge, is interested directly or indirectly in any manner whatsoever in business dealings with the County.
- B. No appointed official or employee shall accept any gift, favor or thing of value that may tend to influence that employee in the discharge of duties.
- C. No appointed official or employee shall grant in the discharge of duties any improper favor, service, or thing of value.
- D. No appointed official or employee shall seek personal or financial advantage because of their position with the County.

***Additional requirements apply when using federal funds for procurement. Please see Appendix 1.***

## **Everify**

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

## **Iran Divestment Act**

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

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

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

### **Requirement for Certain Contractors to Recycle**

Pursuant to North Carolina General Statutes 130A309.103-130A309.144, state agencies and local governments are prohibited from purchasing computer equipment or TV's from manufacturers not compliant with NC Electronics Management Program (labeling and recycling requirements).

### **Minority business participation**

In accordance with G.S. 143-128.2, the County has established a 10% goal for minority participation in building construction or repair projects in the amount of \$100,000 or more if state funds are used or \$300,000 or more for all other projects. The outreach plan shall also be applicable to the selection process of architectural, engineering, surveying, landscape architect, Design Build, Design Bridge Building, Construction Manager-at-Risk services and P3 Partnership. The formal range requires the contractors to complete "good faith outreach" efforts for minority business solicitation.

The public entity shall maintain a record of contractors solicited and shall document efforts to recruit minority business participation in those contracts pursuant to North Carolina General Statute 143-131 (b).

The complete policy, Caswell County Outreach Plan for Minority Businesses Participation for Building Construction, Maintenance and Repair can be located on the Finance Document Center.

### **Purchasing Thresholds**

Please refer to Table 1 for requirements at each purchasing threshold. Please refer to Caswell County Purchasing Procedures for additional information. Purchase of goods and or services may not be split to avoid the policy. Dividing contracts or purchases in order to evade procedures is prohibited under NC G.S. 143-133.

When required, purchases order must be generated with all approvals prior to ordering or purchasing goods and services, or binding the county in anyway.

### **Standard of Award:**

Caswell County follows statutory requirements for awarding contracts, as stated in North Carolina General Statutes 143-129 and identified as the "lowest, responsive, responsible bidder; taking into consideration quality, performance and the time specified in the proposals for the performance of the contract.

When grant funds, by either the state or federal government, are used for any project or purchase, the strictest requirement will be met when compared to county requirements.

**APPENDIX 1**  
**Uniform Guidance Procurement Requirements**  
**Caswell County Local Government**

**I. Purpose**

The purpose of this policy is to establish guidelines that meet or exceed the procurement requirements for purchases of goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects when federal funds are being used in whole or in part to pay for the cost of the contract. To the extent that other sections of procurement policies and procedures established by Caswell County are more restrictive than those contained in this policy, local policies and procedures shall be followed.

**II. Policy**

- A. **Application of Policy.** This policy applies to contracts for purchases, services, and construction or repair work funded with federal financial assistance (direct or reimbursed). The requirements of this Policy also apply to any subrecipient of the funds.

All federally funded projects, loans, grants, and sub-grants, whether funded in part or wholly, are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance) codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds.

- B. **Compliance with Federal Law.** All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. § 200.317 through § 200-326 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. Caswell County will follow all applicable local, state, and federal procurement requirements when expending federal funds. **Should the county have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.**

- C. **Contract Award.** All contracts shall be awarded only to the lowest responsive responsible bidder possessing the ability to perform successfully under the terms and conditions of the contract.

- D. **No Evasion.** No contract may be divided to bring the cost under bid thresholds or to evade any requirements under this Policy or state and federal law.

- E. **Contract Requirements.** All contracts paid for in whole or in part with federal funds shall be in writing. The written contract must include or incorporate by reference the

provisions required under 2 C.F.R § 200.326 and as provided for under 2 C.F.R. Part 200, Appendix II.

- F. **Contractors' Conflict of Interest.** Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitation for bids or requests for proposals shall be excluded from competing for such requirements.
- G. **Approval and Modification.** The administrative procedures contained in this Policy are administrative and may be changed as necessary at the staff level to comply with state and federal law.

### **III. General Procurement Standards and Procedures:**

Either the Purchasing Department or the Requesting Department shall procure all contracts in accordance with the requirements of this Section of the Policy.

- A. **Necessity.** Purchases must be necessary to perform the scope of work and must avoid acquisition of unnecessary or duplicative items. The purchasing specialist and/or the requesting department should check with the federal surplus property agency prior to buying new items when feasible and less expensive. Strategic sourcing should be considered with other departments and/or agencies who have similar needs to consolidate procurements and services to obtain better pricing.
- B. **Clear specifications.** All solicitations must incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured, and shall include all other requirements which bidders must fulfill and all other factors to be used in evaluating bids or proposals. Technical requirements must not contain features that restrict competition.
- C. **Notice of federal funding.** All bid solicitations must acknowledge the use of federal funding for the contract. In addition, all prospective bidders or offerors must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.
- D. **Compliance by contractors.** All solicitations shall inform prospective contractors that they must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award.
- E. **Fixed price.** Solicitations must state that bidders shall submit bids on a fixed price basis and that the contract shall be awarded on this basis unless otherwise provided for in this policy. Cost plus percentage of cost contracts are prohibited. Time and materials contracts are prohibited in most circumstances. Time and materials contracts will not be used unless no other form of contract is suitable and the contract includes a "not-to-

exceed” amount. A time and materials contract shall not be awarded without express written permission of the federal agency or state pass-through agency that awarded the funds.

- F. Use of brand names.** When possible, performance or functional specifications are preferred to allow for more competition leaving the determination of how the reach the required result to the contractor. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is listed, it is used as reference only and “or equal” must be included in the description.
- G. Lease versus purchase.** Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach.
- H. Dividing contracts for M/WBE participation.** If economically feasible, procurements may be divided into smaller components to allow maximum participation of small and minority businesses and women business enterprises. The procurement cannot be divided to bring the cost under bid thresholds or to evade any requirements under this policy.
- I. Documentation.** Documentation must be maintained by the purchasing specialist and/or requesting department documenting the history of all procurements. The documentation should include the procurement method used, contract type, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, contractor’s responsiveness, notice of award, copies of notices to unsuccessful bidders or offerors, record of protests or disputes, bond documents, notice to proceed, purchase order, and contract. All documentation relating to the award of any contract must be made available to the granting agency upon request.
- J. Cost estimate.** For all procurements costing \$250,000 or more, the purchasing specialist and/or requesting department shall develop an estimate of the cost of the procurement prior to soliciting bids. Cost estimates may be developed by reviewing prior contract costs, online review of similar products or services, or other means by which a good faith cost estimate may be obtained. Cost estimates for construction and repair contracts may be developed by the project designer.
- K. Contract requirements.** The requesting department must prepare a written contract incorporating the provisions referenced in Section II.C of this Policy and in accordance with the Caswell County Contract Policy.
- L. Debarment.** No contract shall be awarded to a contractor included on the federally debarred bidder’s list.

**M. Contractor oversight.** The requesting department receiving the federal funding must maintain oversight of the contract to ensure that contractor is performing in accordance with the contract terms, conditions, and specifications.

**N. Open competition.** Solicitations shall be prepared in a way to be fair and provide open competition. The procurement process shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, excessive or unnecessary bonding, specifying a brand name without allowing for “or equal” products, or other unnecessary requirements that have the effect of restricting competition.

**O. Geographic preference.** No contract shall be awarded on the basis of a geographic preference.

#### **IV. Specific Procurement Procedures**

Either the purchasing specialist or requesting department shall solicit bids in accordance with the requirements under this Section of the Policy based on the type and cost of the contract.

**A. Service contracts** (except for A/E professional services) and **purchase contracts costing less than \$10,000** shall be procured using the Uniform Guidance “micro-purchase” procedure (2 C.F.R. § 200.320(a)) as follows:

1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
2. To the extent practicable, purchases must be distributed among qualified suppliers.

**B. Service contracts** (except for A/E professional services) and **purchase contracts costing \$10,000 up to \$90,000** shall be procured using the Uniform Guidance “small purchase” procedure (2 C.F.R. § 200.320(b)) as follows:

1. Obtain price or rate quotes from an “adequate number” of qualified sources (a federal grantor agency might issue guidance interpreting “adequate number,” so the requesting department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
3. Cost or price analysis is not required prior to soliciting bids.
4. Award the contract on a fixed-price basis (a not-to-exceed basis is permissible for service contracts where obtaining a fixed price is not feasible).
5. Award the contract to the lowest responsive, responsible bidder.

**C. Service Contracts** (except for A/E professional services) and **purchase contracts costing \$90,000 and above** shall be procured using a combination of the most restrictive

requirements of the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:

1. Cost or price analysis is required prior to soliciting bids.
2. Complete specifications or purchase description must be made available to all bidders.
3. The bid must be formally advertised in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for “sound documented reasons.”
4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
5. Open bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of two bids must be received in order to open all bids.
6. Award the contract to the lowest responsive, responsible bidder on a fixed-price basis. Governing board approval is required for purchase contracts unless the governing board has delegated award authority to an individual official or employee. Any and all bids may be rejected only for “sound documented reasons.”

**D. Service Contracts** (except for A/E professional services) **costing \$250,000 and above** may be procured using the Uniform Guidance “competitive proposal” procedure (2 C.F.R. § 200.320(d)) when the “sealed bid” procedure is not appropriate for the particular type of service being sought. The procedures are as follows:

- A.** A Request for Proposals (RFP) must be publicly advertised. Formal advertisement in a newspaper is not required so long as the method of advertisement will solicit proposals from an “adequate number” of qualified firms.
- B.** Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
- C.** Identify evaluation criteria and relative importance of each criteria (criteria weight) in the RFP.
- D.** Consider all responses to the publicized RFP to the maximum extent practical.
- E.** Must have a written method for conducting technical evaluations of proposals and selecting the winning firm.
- F.** Award the contract to the responsible firm with most advantageous proposal considering price and other factors identified in the RFP. Governing board approval is not required.
- G.** Award the contract on a fixed-price or cost-reimbursement basis.

**E. Construction and repair contracts costing less than \$10,000** shall be procured using the Uniform Guidance “micro-purchase” procedure (2 C.F.R. § 200.320(a)) as follows:



1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
2. To the extent practicable, contracts must be distributed among qualified suppliers.

**F. Construction and repair contracts costing \$10,000 up to \$250,000** shall be procured using the Uniform Guidance “small purchase” procedure (2 C.F.R. § 200.320(b)) as follows:

1. Obtain price or rate quotes from an “adequate number” of qualified sources (a federal grantor agency might issue guidance interpreting “adequate number,” so the requesting department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
3. Cost or price analysis is not required prior to soliciting bids, although price estimates may be provided by the project designer.
4. Award the contract on a fixed-price or not-to-exceed basis.
5. Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required.

**G. Construction and repair contracts costing \$250,000 up to \$500,000** shall be procured using the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) as follows:

1. Cost or price analysis is required prior to soliciting bids (this cost estimate may be provided by the project designer).
2. Complete specifications must be made available to all bidders.
3. Publically advertise the bid solicitation for a period of time sufficient to give bidders notice of opportunity to submit bids (formal advertisement in a newspaper is not required so long as other means of advertising will provide sufficient notice of the opportunity to bid). The advertisement must state the date, time, and location of the public bid opening, and indicate where specifications may be obtained.
4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.
6. A 5% bid bond is required of all bidders. Performance and payment bonds of 100% of the contract price is required of the winning bidder.
7. Award the contract on a firm fixed-price basis.
8. Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required. Any and all bids may be rejected only for “sound documented reasons.”

**H. Construction and repair contracts costing \$500,000 and above** shall be procured using a combination of the most restrictive requirements of the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:

1. Cost or price analysis is required prior to soliciting bids (this cost estimate should be provided by the project designer).
2. Complete specifications must be made available to all bidders.
3. Formally advertise the bid in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for “sound documented reasons.”
4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed and in paper form. A minimum of 3 bids must be received in order to open all bids.
6. A 5% bid bond is required of all bidders (a bid that does not include a bid bond cannot be counted toward the 3-bid minimum requirement). Performance and payment bonds of 100% of the contract price is required of the winning bidder.
7. Award the contract on a firm fixed-price basis.
8. Award the contract to the lowest responsive, responsible bidder. Governing board approval is required and cannot be delegated. The governing board may reject and all bids only for “sound documented reasons.”

**I. Construction or repair contracts involving a building costing \$300,000 and above** must comply with the following additional requirements under state law:

1. Formal HUB (historically underutilized business) participation required under G.S. 143-128.2, including local government outreach efforts and bidder good faith efforts, shall apply.
2. Separate specifications shall be drawn for the HVAC, electrical, plumbing, and general construction work as required under G.S. 143-128(a).
3. The project shall be bid using a statutorily authorized bidding method (separate-prime, single-prime, or dual bidding) as required under G.S. 143-129(a1).

**J. Contracts for Architectural and Engineering Services costing under \$250,000** shall be procured using the state “Mini-Brooks Act” requirements (G.S. 143-64.31) as follows:

1. Issue a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided for under 2 C.F.R. § 200.321.

3. Evaluate the qualifications of respondents based on the evaluation criteria developed by the Purchasing Department and/or Requesting Department.
4. Rank respondents based on qualifications and select the best qualified firm. Price cannot be a factor in the evaluation. Preference may be given to in-state (but not local) firms.
5. Negotiate fair and reasonable compensation with the best qualified firm. If negotiations are not successful, repeat negotiations with the second-best qualified firm.
6. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is not required.

**K. Contracts for Architectural and Engineering Services costing \$250,000 or more** shall be procured using the Uniform Guidance “competitive proposal” procedure (2 C.F.R. § 200.320(d)(5)) as follows:

1. Publically advertise a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
3. Identify the evaluation criteria and relative importance of each criteria (the criteria weight) in the RFQ.
4. Proposals must be solicited from an “adequate number of qualified sources” (an individual federal grantor agency may issue guidance interpreting “adequate number”).
5. Must have a written method for conducting technical evaluations of proposals and selecting the best qualified firm.
6. Consider all responses to the publicized RFQ to the maximum extent practical.
7. Evaluate qualifications of respondents to rank respondents and select the most qualified firm. Preference may be given to in-state (but not local) firms provided that granting the preference leaves an appropriate number of qualified firms to compete for the contract given the nature and size of the project.
8. Price cannot be a factor in the initial selection of the most qualified firm.
9. Once the most qualified firm is selected, negotiate fair and reasonable compensation. If negotiations are not successful, repeat negotiations with the second-best qualified firm.
10. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is not required.

## **V. Exceptions**

Non-competitive contracts are allowed **only** under the following conditions and with the written approval of the federal agency or state pass-through agency that awarded the federal funds:

- A. Sole source.** A contract may be awarded without competitive bidding when the item is available from only one source. The Purchasing Department and/or Requesting Department shall document the justification for and lack of available competition for the item. A sole source contract must be approved by the governing board.
- B. Public exigency.** A contract may be awarded without competitive bidding when there is a public exigency. A public exigency exists when there is an imminent or actual threat to public health, safety, and welfare, and the need for the item will not permit the delay resulting from a competitive bidding.
- C. Inadequate competition.** A contract may be awarded without competitive bidding when competition is determined to be inadequate after attempts to solicit bids from a number of sources as required under this Policy does not result in a qualified winning bidder.
- D. Federal contract.** A contract may be awarded without competitive bidding when the purchase is made from a federal contract available on the U.S. General Services Administration schedules of contracts.
- E. Awarding agency approval.** A contract may be awarded without competitive bidding with the express written authorization of the federal agency or state pass-through agency that awarded the federal funds so long as awarding the contract without competition is consistent with state law.

## Proposed Caswell County Purchasing Procedures

**Table 1: Summary of Purchasing Guidelines**

<b>Amount of Purchase</b>	<b>Appropriate Procedures</b>
Equipment/Purchases/Construction less than \$1,000	Purchase order (PO) not required Use request for payment, invoice, or p-card
Equipment/Purchases/Construction \$1,000 to less than \$10,000	PO Required. Quotes not required
Equipment/Purchases/Construction \$10,000 to less than \$30,000	Informal bids or quotes (verbal, fax, email, written) required Three quotes or State Contract required PO required
Equipment/Purchases \$30,000 to less than \$90,000	Informal bids or quotes (written, faxed or email) required Three quotes or State Contract required PO required General Statute 143-131
Equipment/Purchases costing \$90,000 and above (includes lease to purchase items)	Contact the Finance Officer Formal bid procedures or State Contract required Written contract and PO required Board of Commissioners must approve contract General Statute 143-129
Services less than \$1,000	PO not required Quotes not required
Services \$1,000 to less than \$10,000	PO required Quotes not required
Services \$10,000 to less than \$30,000	Informal quotes (verbal, fax, email, written) required Three quotes or State Contract required PO required
Services \$30,000 to less than \$90,000	Informal bids or quotes (written, faxed or email) required Three quotes or State Contract required Written contract and PO required
Services costing \$90,000 and above	Contact the Purchasing Specialist Written contract and PO required
Construction and/or renovation \$30,000 to less than \$500,000 NCGS 143-131	Contact the Purchasing Specialist

Amount of Purchase	Appropriate Procedures
NCGS 143-128(f1)	Solicitation of minority participation required for more than \$100,000 if state funds are used or \$300,000 if no state funds are used Dispute resolution required if \$15,000 or more is disputed Written Contract and PO required
Construction and/or renovation \$500,000 and greater NCGS 143-129 NCGS 143-128(f1)	Contact the Purchasing Specialist Formal Bid Procedures Minority business solicitation and reporting required Dispute resolution required if \$15,000 or more is disputed Written Contract and PO required
Selection of architect, engineer or surveyor	Must use RFQ process unless estimated fee is less than \$50,000, then County Manager can approve an exemption. General Statute: 143-64.31 and 143-64.32
Any purchases involving federal funds	See Appendix 1 of Caswell County Purchasing Policy

### **General Purchasing Practice and Methods**

Departments are responsible for initiating the purchasing process. All purchases of \$1,000 and greater require a purchase order. The purchasing limits are given above in Table 1. Purchase of goods and or services may not be split to avoid the policy. Dividing contracts or purchases in order to evade procedures is prohibited under NC G.S. 143-133.

Approved methods of purchasing include:

#### **Request for Payment**

**Purpose:** To request a check for payment when an invoice is not issued.

**Appropriate use of Request for Payment:** Occasionally a check is needed when there is no invoice.

These incidents include, but are not limited to:

1. An employee request for reimbursement for out-of-pocket expenses.
2. Vendors requiring payment in advance.

When the Request for Payment form is used, a detailed receipt, a written quote, or a copy of the order must be submitted as supporting documentation. The purchase order threshold and policy must be followed, if applicable.

#### **Procurement Card**

**Purpose:** To provide a convenient option for purchasing goods and services.

**Appropriate use of Procurement Cards:** The department head must request and authorize an employee's participation, along with an appropriate purchasing limit. All procurement cards are issued in the participating employee's name. Procurement cards are only for official County business. Employees are responsible for the reconciliation of the monthly statement and submittal of detailed receipts. Please refer to the [Caswell County Procurement Card Policy](#) for the full details of the program. The purchase order threshold and policy must be followed, if applicable.

### **Purchase Order**

**Purpose:** To provide a legal document that places an obligation on both the County and the vendor. When properly endorsed by the finance officer, the purchase order obligates the county to purchase the items listed at the prices stated. The vendor is obligated to deliver goods and services according to the terms and conditions at the link provided on the purchase order. The purchase order provides specifications for goods and services ordered and shipping and billing information.

**Appropriate Use of the Purchase Order:** Any purchase of goods or service of \$1,000 or more requires a purchase order.

### **Blanket Purchase Orders**

Blanket purchase orders may be used for repetitive purchases with a dollar limit over a set period of time (normally, the fiscal year).

### **Process for Requesting Purchase Orders:**

All purchase order requisitions are required to be approved by the assigned authority within the department; that person is responsible for making sure the policy is followed.

Following departmental requisitions approval, purchase requisitions are thoroughly reviewed by the purchasing specialist. Only requisitions meeting requirements will be pre-audited by the finance officer. Once the purchase order is generated, then the user department is authorized to order the goods or service.

### **Special Procurement Circumstances:**

Special circumstances apply in the follow circumstances:

#### **IT Equipment**

The Information Technology (IT) Department will purchase or authorize the purchase of all computers, peripherals, printers, cell phones etc. The IT Department will then be responsible for entering the purchase order or instructing the department to enter the information. The IT Department will setup and install equipment in the appropriate departments.

#### **Emergency Purchases**

Occasionally purchases need to be made on an emergency basis. An emergency is defined as a situation that occurs and if not immediately corrected would jeopardize; the health, safety, and/or

property of citizens, the health and safety of County employees, and/or the property of the County. If emergency purchases are needed during business hours, begin Purchase Order procedures immediately and contact the Purchasing Specialist for PO approval. When emergency purchases occur during non-business hours, contact the Purchasing Specialist immediately the next business day.

### **Capital Asset Items**

A capital asset item is any equipment, furniture, or apparatus that has an acquisition cost of \$5,000 and an expected useful life of more than one year. Local governments and public authorities are required by General Statute 159-26 (b) (8) to maintain "a ledger or group of accounts in which to record the details relating to the general fixed assets of the unit or public authority."

### **Travel and Training**

Please refer to the [Caswell County Travel Policy](#) for full details.

### **Buildings/Equipment Repair**

Repair services for County buildings or equipment that are not covered by maintenance agreements shall be obtained by the following procedures:

1. Contact the Maintenance Director for all building maintenance and repair.
2. An estimate of the repair work shall be necessary before proceeding with the repairs.
3. If emergency repairs are needed, Emergency Purchases procedures should be followed.
4. For all electronic equipment repairs and maintenance, contact the Information Technology (IT) Department.

If repair is needed due to an accident, the department is responsible for following the County's [Accident and Reporting procedures](#). All County and statutory requirements must be followed when repairs are needed.

### **Maintenance Agreements**

Departments should follow these guidelines for all maintenance agreements:

1. Maintenance agreements are a form of contract. Refer to [Contract Management Policy](#) for contracting requirements and process
2. Purchase order procedures should be followed.

The IT department will evaluate all maintenance agreements for technology equipment.

### **Written contracts**

Please refer to the [Caswell County Contract Management Policy](#) for full details.



### **Minority business participation**

In accordance with G.S. 143-128.2, the County has established a 10% goal for minority participation in building construction or repair projects in the amount of \$100,000 or more if state funds are used or \$300,000 or more for all other projects. The outreach plan shall also be applicable to the selection process of architectural, engineering, surveying, landscape architect, Design Build, Design Bridge Building, Construction Manager-at-Risk services and P3 Partnership. The formal range requires the contractors to complete "good faith outreach" efforts for minority business solicitation.

The public entity shall maintain a record of contractors solicited and shall document efforts to recruit minority business participation in those contracts pursuant to North Carolina General Statute 143-131 (b).

The complete policy, Caswell County Outreach Plan for Minority Businesses Participation for Building Construction, Maintenance and Repair can be located on the Finance Document Center.

### **Standard of Award:**

Caswell County follows statutory requirements for awarding contracts, as stated in North Carolina General Statutes 143-129 and identified as the "lowest, responsive, responsible bidder; taking into consideration quality, performance and the time specified in the proposals for the performance of the contract.

The purchase order must be generated with all approvals prior to ordering or purchasing goods and services, or binding the county in anyway.

When grant funds, by either the state or federal government, are used for any project or purchase, the strictest requirement will be met when compared to county requirements.

### **County Purchase Processes (Purchase Orders are required for purchases of \$1,000 and up)**

#### **Informal Quotes less than \$10,000:**

For purchases less than \$10,000, quotes are not required by the county. For purchases equal to or greater than \$2,500, the department is required to enter a purchase requisition in Munis. The purchase order must be generated by the finance office with all approvals received before the department can order or purchase goods and services.

#### **Informal Quotes \$10,000 to \$29,999.99:**

For purchases of \$10,000 to \$29,999.99, the county requires staff to seek at least three quotes. Quotes may be received by fax, email or phone. If taking quotes by phone, the county staff must

write a written record, including the contact name and number of the one providing the quote. The department will maintain a quote/bid log for a period of one year including: date, firm, contact name and information, price and other terms. The county is encouraged to notify local vendors of bid or quote opportunities.

If the department is not able to get the three quotes, the department must include in the requisition notes the efforts made to meet the requirement. The finance officer will determine if the intent for competition was met. The finance officer may grant a waiver to the County's three quotes for the affected purchase.

The department is required to enter a purchase requisition in Munis. The purchase order must be generated by finance with all approvals received before the department can order or purchase goods and services. All quotes must be attached to the requisition in the Munis software. If there is documentation that further explains or supports the particular purchase, it may be attached either as a document or fully explained in the requisition main screen NOTES area.

**Informal written quotes or bids of \$30,000 to \$89,999.99 for purchases and services and \$30,000 to \$500,000 for construction, maintenance, and repair**

The county must use written informal quotes or bids meeting the cost thresholds above. It is the County's goal to seek bids from at least three vendors for both informal solicitations.

The informal process does not require advertisement, but the County may advertise any opportunity. Informal quotes and bids are sought in writing and may be accepted by fax, email, or mail. The County is encouraged to notify local vendors of bid or quote opportunities.

When the County is soliciting quotes and bids for building maintenance, repair, or construction, which cost \$300,000 or more, the county must perform "good faith" efforts in reaching Historically Underutilized Businesses with bid opportunities. Refer to the **County's Minority Outreach Plan** for outreach options. When state funds are used for building maintenance, repair or construction, the cost threshold for "good faith" efforts is \$100,000.

In accordance with N.C.G.S. 133-1.1(a), the use of a registered architect or engineer is required for the following work involving buildings:

- Nonstructural work: \$300,000 and above
- Structural repair or new construction: \$135,000 and above
- Repair work affecting life safety systems: \$100,000 and above

The department is required to enter a purchase requisition in Munis. The purchase order must be generated by Finance with all approvals received before the department can order or purchase goods and services. All quotes must be attached to the requisition in the Munis software. If there

is documentation that further explains or supports the particular purchase, it may be attached either as a document or fully explained in the requisition main screen NOTES area.

**Formal Bid Requirements for expenditures of \$90,000 or more for purchases and \$500,000 or more for construction, maintenance or repair**

The County complies with the N.C.G.S. 143-129, which governs formal bidding requirements. A formal bid is required when:

- The expenditure is \$90,000 or more for the purchase of apparatus, supplies, materials, and/or equipment.
- The estimated expenditure is \$500,000 or more for construction, maintenance, and/or repair projects.

In accordance with N.C.G.S. 133-1.1(a), the use of a registered architect or engineer is required for the following work:

- Nonstructural work: \$300,000 and above
- Structural repair or new construction: \$135,000 and above
- Repair work affecting life safety systems: \$100,000 and above

The Board of Commissioners must award all bids in the formal range.

**Process:**

1. The requesting department shall contact the Purchasing Specialist with proposed specifications for the purchase or construction/repair work. Specifications for certain construction or repair projects shall be prepared by a licensed architect/engineer firm as defined in GS 133-1.1. If requested, the Purchasing Specialist or a designated representative will assist with providing information to the architect/engineer firm engaged to prepare such specifications. Note that architects and engineers must be selected based on qualifications as required in NCGS 143-64.31. The requirements for this process are below.
2. The purchasing specialist will review and modify (as needed) the specifications submitted by the requesting department to develop final specifications or the purchasing specialist will review the specification documents prepared by the licensed architect/engineer firm to ensure all state and local requirements have been met.
3. The purchasing specialist shall solicit bids utilizing one of the authorized competitive sealed bid methods which best fits the county's needs. The purchasing specialist shall ensure that all state and local requirements are met, including advertising, bonding, pre-bid conference, sealed bids, minimum number of bids (construction and repair), maintaining records, and public opening of bids.
4. For bids in the formal range, consideration should be given to conducting a pre-bid conference for potential bidders/vendors to answer questions and fulfill county minority outreach efforts.

5. For construction projects estimated to cost \$500,000 or more the county may, but is not required, to pre-qualify its contractors.
6. The bid shall be advertised in a newspaper of general circulation in Caswell County for at least seven (7) full days before the bid opening date. All county sealed bid opportunities are also posted to the Caswell County Bid Opportunities website. In addition, the county may use the State's Interactive Purchasing System and other media outlets for contractors and vendors.
7. Sealed bids must be received and opened in public at the time, place and date specified in the advertisement. Bids received after the advertised time and date cannot be considered.
  - A. Three bids are required for construction, maintenance and repair contracts in the formal range. If three bids are not received, bids must be advertised a second time. If, after the second advertisement, three bids are not received, the bid may be awarded.
  - B. For purchase contracts in the formal range, Caswell County seeks three bids. When three are not received, the sealed bid process may be repeated or the Finance Officer may waive the rebid requirement.
8. The purchasing specialist and the requesting department shall review all bids to ensure that the specifications have been met.
9. The purchasing specialist shall consider recommending award to the lowest responsible bidder or bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract.
10. If warranted, the purchasing specialist may make recommendations to the county board of commissioners to reject bids and re-advertise.
11. Contracts are required for all purchases and projects in the formal bid range. Please refer to the Caswell County Contract Policy for requirements.
12. An agenda memo, along with the contract and bid summary, must be prepared by the requesting department and submitted to the board of commissioners for consideration.

#### **Request for Proposal Process (RFP) for expenditures of \$90,000 or more for services**

Contracts for services, such as janitorial, grounds maintenance, and solid waste collection, as well as contracts for professional services, such as attorneys and auditors, fall outside the scope of the competitive bidding statutes. The County uses RFPs as a means to receive competitive proposals for services that fall outside competitive bidding requirements.

Typically, RFPs are used in situations where (1) detailed specifications cannot be or are difficult to develop; (2) when providing a solution to a problem/issue is the main objective and the solution is not apparent; (3) when obtaining professional or other services, except for professions that fall under NCGS 143-64.31; and (4) purchase of information technology goods and services. RFPs cannot be used for purchases of equipment, apparatus, materials and supplies or for construction/repair.

### **RFP Process:**

1. The county shall advertise the RFP opportunity in a newspaper of general circulation in Caswell County, with at least seven (7) full days elapsing before the proposal due date. All county bids and opportunities are also posted to the Caswell County Bid Opportunities website. In addition, the County may use the State's Interactive Purchasing System and other media outlets.
2. The proposals received must be recorded, all proposals are subject to public inspection except those for information technology goods and services. Proposals for technology goods and services shall not be subject to public inspection until the contract is award pursuant to G.S. 143-129.8.
3. Contracts shall be awarded to the person who or entity that submits the best overall proposal as determined by the awarding authority. Factors to be considered in awarding contracts shall be identified in the requests for proposals. The "best value" process as stipulated in G.S. 143-135.9 may be used to award the contract. The term "best value procurement" means the selection of the contractor based on a determination of which proposal offers the best trade-off between price and performance, where quality is considered an integral performance factor.
4. County staff may negotiate with any proposer in order to obtain a final contract that best meets the needs of the county. Negotiations allowed under this section shall not alter the contract beyond the scope of the original request for proposals in a manner that:
  - A. Deprives the proposers or potential proposers of a fair opportunity to compete for the contract; and
  - B. Would have resulted in the award of the contract to a different person or entity if the alterations had been included in the request for proposals.

### **RFP Evaluation Process:**

1. Selection committee. The purchasing specialist will work with the department head that has primary responsibility for the items/services being procured and will determine the selection committee chairperson and members. The size of the selection committee is dependent on the nature and scope of the project.
2. Evaluation criteria. Evaluation criteria are the factors used to determine which proposal best meets the requirements identified in the RFP. In establishing effective evaluation criteria, a department must clearly identify the factors relevant to its selection of a vendor for the specific service sought. Evaluation criteria should reflect the department's minimum needs and should not be so restrictive as to limit competition. Evaluation criteria often encompass such factors as price or cost, technical excellence, management capability, personnel qualifications, experience and past performance. While price or cost must be included and will be a factor, price or cost need not be the deciding factor in an RFP process.
3. Evaluation of responses. Responses should be evaluated based on predefined criteria. Evaluation criteria should be published in the RFP document with response information to include enough details to evaluate the criteria.

4. Evaluation tool. The evaluation tool should assist the review committee in providing an unbiased evaluation of responses weighted against the criteria identified.
5. Evaluation criteria: The review committee should agree on a weighting as to the criterion's importance. For example:
  - A. Not important: 0 points
  - B. Slightly important: 1 point
  - C. Moderately important: 2 points
  - D. Very important: 3 points
6. The review committee should individually evaluate each proposal according to the criteria and assigns points based on how well the proposal meets the criteria. For example,
  - A. Doesn't meet criterion: 0 points
  - B. Meets criterion: 1 point
  - C. Exceeds criterion: 2 points
7. Scoring is calculated by multiplying the criterion point value and the weight to determine the score. Each reviewer's score should be totaled for each response. A total score for each proposal should then be determined. If scores are close or result in a tie, the proposers should be interviewed using standardized questions. An evaluation of the interview should be conducted in accordance with the above process.
8. In some cases, presentations or demonstrations may be needed. These sessions should be conducted using the following guidelines:
  - A. All members of the evaluation committee should be present during oral presentations and interviews.
  - B. Time limits should be equal in length.

**Process for selecting architectural, engineering, surveying, construction management at risk, design-build, and contractors for alternative construction deliver methods.**

The North Carolina General Statute (NCGS) 143-64.31 requires local government to announce all requests for architectural, engineering, surveying, construction management at risk services; design build services; and other alternative construction delivery methods.

The county must select firms qualified to provide such services on the basis of demonstrated competence and qualification for the type of professional services required without regard to fee, other than unit price information. Once the best firm has been selected on the basis of qualification, the county should negotiate a contract at a fair and reasonable fee. The method is known as Qualified Base Selection (QBS) and usually announced through a Request for Qualifications (RFQ).

For all announced QBS projects, the county must perform good faith efforts of outreach to encourage minority participation. The guidelines for "good faith" in **the County Outreach Plan** may be used.

Pursuant to NCGS 143-64.32, the County may in writing exempt particular projects from NCGS 143-64.31. The proposed projects, where an estimated professional fee is in an amount less than fifty thousand dollars (\$50,000), may be considered for this exemption. The county manager is authorized to exempt a project in accordance with law.



**AGENDA FORM**

**TO: Caswell County Board of Commissioners**

**FROM: Renee Paschal, Interim County Manager**

**SUBJECT: Contract Management Policy**

**BACKGROUND INFORMATION:**

Counties must have a process for developing, approving and storing contracts. In the past months, I have had difficulty locating some of the county's contracts. This poses a significant risk to the county if we need to take action related to a contract. A centralized contract repository and policy is recommended.

This item was reviewed and discussed by the board during the January 6, 2025 work session. The board requested not changes.

**STAFF RECOMMENDATION, IF APPLICABLE:**

N/A

**RECOMMENDED ACTION/MOTION:**

Motion to approve the Contract Management Policy

**FISCAL IMPACT:**

None

**ATTACHMENTS:**

Contract Management Policy



# Caswell County

## Contract Management Policy

### Policy Statement

These guidelines will ensure that contracts are written, approved, stored and destroyed appropriately.

### Purpose

1. To expedite the contract process
2. To track contracts and ensure the appropriate oversight is in place
3. To ensure that contracts are accessible when needed for review
4. To reduce space needed for storing paper copies

### Applicability

All County Departments must follow this policy for: agreements, memorandums of understanding, memorandums of agreement, leases, contracts, maintenance agreements, software/IT support agreements, amendments/addendums, certificates of insurance, change orders, payment and performance bonds and any other document that financially or otherwise obligates the county.

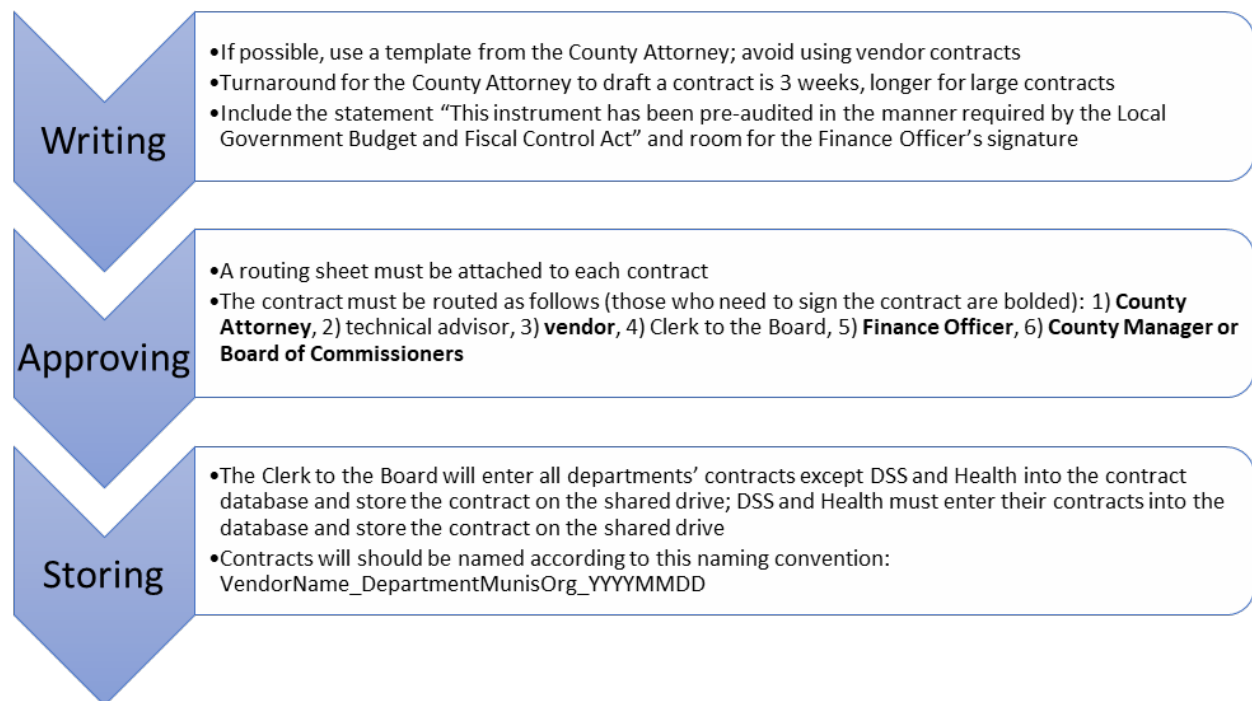
### Who can enter into a contract on behalf of the county?

Only four entities have the authority to sign contracts on the county's behalf – the County Manager, the DSS Director, the Health Director and the Board of Commissioners.

1. The Board of Commissioners must approve all contracts over \$25,000. G.S. 143-129 requires the Board of Commissioners to award (approve) **purchase** contracts of \$90,000 or more and **construction and repair** contracts of \$500,000 or more. The Board of Commissioners may delegate its authority to award **purchase** contracts, but cannot waive its authority to award **construction and repair** contracts. However, local governments may choose to require, by local policy, board approval for contracts less than the amounts required by the General Statutes. Currently, Caswell County's Budget Ordinance requires board approval for contracts less than the amounts required by the General Statutes (\$25,000). Note that the budget ordinance is passed annually, so thresholds may change.
2. The County Manager can approve contracts as follows if funds have been budgeted in the annual operating budget or in a project ordinance:
  - a. \$25,000 or less for construction or repair projects; purchases of apparatus, supplies, and materials; and equipment.
  - b. \$25,000 or less for personal property leases that have a term of 12 months or less.
  - c. \$25,000 or less for service contract that have a term of 12 months or less.
  - d. Grant agreements with other governmental units and nonprofits, unless the grantor requires approval and execution by the Board of Commissioners.
  - e. \$50,000 or less for leases of buildings, land, equipment, vehicles, heavy equipment, and other property provided that they have a term of one year or less.
  - f. Change orders and amendments to contracts not previously approve by the Board of Commissioners. If the contract should have been approved by the Board of Commissioners, the Board of Commissioners must approve amendments and change orders.
3. Per GS 130A-41(b)(13) and GS 108A-4(a)(4), Health and DSS directors may sign contracts, upon approval of the Finance Officer.

**Use the following guidelines to determine if a contract is required:**

1. Supplies, equipment, apparatus, materials, maintenance, and services requiring an expenditure of greater than \$90,000 require a written contract. However, a written contract may be used for a lesser amount, if deemed necessary.
2. A contract is required for all maintenance agreements.
3. A contract is required for all leases.
4. Construction and repair (including demolition and renovation) projects requiring an expenditure of \$90,000 or more. However, a contract may be used for a lesser amount, if deemed necessary.
5. If the entire cost of the project will exceed \$300,000, separate written contracts are required for any of the following four items that are included:
  - a) Heating, ventilating, air conditioning, and accessories and/or refrigeration for cold storage (when the cooling load is 15 tons or more);
  - b) Plumbing and gas fittings and accessories;
  - c) Electrical wiring and installations; and
  - d) General work not included in the above.
6. Change orders: contracts for construction or repair projects can have change orders during the project prior to completion, without going through a new bid process, providing the bidding laws are not evaded.



**Procedure**

1. **Writing:**
  - a. If at all possible, do not use a vendor's contract. Use a contract template or one written by the county attorney.
  - b. Contract templates for small construction projects and service agreements are available from the county attorney. Once the department has completed the template, it should be submitted to the attorney's office for review. Provided the template has been properly completed this review can normally be completed in three days.

- c. For all other contracts, please submit to the county attorney a detailed description of the services to be provided under the agreement, etc. please allow three weeks for the county attorney to complete/review a final draft of the contract. More complex contracts, such as large construction projects, may take longer.
- d. The Finance Officer must conduct a financial pre-audit on all contracts that involve financial obligation. All contracts must have the following statement: "This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act" and include room for the Finance Officer's signature.
- e. Some contracts must include the following provisions:
  - 1) **E-verify:** The North Carolina General Assembly passed legislation (HB786) on September 4, 2013 requiring NC local governments to impose E-Verify requirements on contractors in formal ranges for procurement and construction (\$90,000 for apparatus, equipment, supplies, materials and services; and \$500,000 for construction/repair). The E-verify Affidavit is located on the Caswell County website in the Finance Document Center. The form must be part of the bid document package.
  - 2) **Iran Divestment Act:** For all contracts. In 2015 legislative session, the North Carolina General Assembly enacted the Iran Divestment Act (S.L. 2015-118; SB455)2 ("the Act") which prohibits state agencies and local governments from entering into contracts with an entity that has been identified by the North Carolina State Treasurer as being engaged in certain investment activities in the Iranian energy sector. The State Treasurer's Office is required to publish a list of entities it has identified as engaging in these activities and must update the list every 180 days. An entity identified on the Treasurer's list (called the "Final Divestment List") is prohibited from contracting with a state agency or any local governments. Local governments must require contractors to certify they are not on the list and that they will not use subcontractors who are on the list. Departments must check with the Finance Officer or the County Attorney Office to verify the selected vendor or contractor is not on the list. Any existing contract with a person added to the Iran List while the contract is still in effect will be allowed to expire in accordance with the contract's terms.
  - 3) **Requirement for Certain Contractors to Recycle:** Pursuant to North Carolina General Statutes 130A309.103-130A309.144, State agencies and local governments are prohibited from purchasing computer equipment or TV's from manufacturers not compliant with NC Electronics Management Program (labeling and recycling requirements).

## 2. Approving - Routing Procedure

Appendix A contains the routing form that must accompany all contracts from initiation at the county attorney's office to signature from the BOC/Manager. All contracts must be reviewed in the following order:

- a. Attorney: the attorney must review and approve the content of the contract
- b. Technical Advisor - the county staff person who is administering the contract must review and approve that the contract meets technical requirements
- c. Vendor/Other Contract Party – The vendor/other party must sign the contract before it is forwarded to the Clerk to the Board. If the vendor/other party refuses, an exception may be granted.
- d. Clerk to the Board- The Clerk will obtain the Finance Office approval (if needed) and determine whether the contract needs BOC or Manager approval. The department is responsible for meeting agenda submission guidelines and deadlines for the BOC and the

county manager. The county manager requires contracts to be submitted at least 3 days before execution is needed. The Board of Commissioners requires contracts to be submitted to the Clerk to the Board, along with an agenda memo, 10 days before the meeting.

- e. Finance Officer: The Finance Officer must ensure that funds have been appropriated in a project ordinance or operating budget and must sign the pre-audit statement certifying that funds are available.
- f. BOC/Manager approval and signature.

**3. Electronic Signature**

When practical, an electronic signature process is encouraged to improve. The signing order given above should be followed.

**4. Storing**

Once the BOC/Manager has signed the contract, the Clerk to the Board of Commissioners will enter the contract into the electronic contract database for all departments, except DSS and Health. The vendor is entitled to an electronic copy of the contract. Departments will use the following naming conventions, where the date refers to the effective date of the contract and Dept refers to the Munis Org.:

- DSS: VendorName1305310YYYYMMDD
- Health: VendorName\_1405110\_YYYYMMDD
- Other Departments: VendorName\_DeptMunisOrg\_YYYYMMDD

Accessing the Contract Database

Electronic copies of all contracts will be available on a shared drive.

**5. Destroying copies**

Copies of contracts can be destroyed after 3 years from completion date (6 years for capital improvements for construction) or as determined by the North Carolina Department of Cultural Resources.

**This policy shall be reviewed annually by the Attorney and County Manager.**

Adopted January 21, 2025.



**AGENDA FORM**

**TO: Caswell County Board of Commissioners**

**FROM: Renee Paschal, Interim County Manager**

**SUBJECT: Student fee for Co-Square**

**BACKGROUND INFORMATION:**

In an effort to increase Co-Square membership, we are proposing a partnership with Piedmont Community College (PCC) through which we charge a lower fee to PCC students. The current membership fee is \$50 per month. We are proposing a PCC student fee of \$25 per month. We have a contacted PCC and they are supportive of this fee and believe their adult learners, in particular, would be interested. The attached Memorandum of Understanding between PCC and the county memorializes this arrangement.

During the January 6, 2025 meeting, the board discussed this item and by consensus directed that the student membership be open to all Caswell County residents who are in college.

**STAFF RECOMMENDATION, IF APPLICABLE:**

N/A

**RECOMMENDED ACTION/MOTION:**

- Motion to set a Co-Square student membership fee for Caswell County college students of \$25/month
- Motion to approve the MOU with PCC

**FISCAL IMPACT:**

None

**ATTACHMENTS:**

PCC MOU

# Memorandum of Understanding

This **Memorandum of Understanding** (hereinafter referred to as the "MOU") is made on \_\_\_\_\_ (Date) by and between Caswell County (hereinafter referred to as the "County") and Piedmont Community College (hereinafter referred to as "PCC") for the purpose of working together to establish a student membership program for Co-Square.

**WHEREAS** the County and PCC desire to enter into the MOU in which the County and PCC will work together to establish a student membership program for Co-Square;

## **OBLIGATIONS of the PARTIES**

The intent of this MOU is to allow students enrolled at PCC to purchase a student membership from the County. The County will charge \$25 per month for the student membership. PCC agrees to publicize and promote this opportunity to their students.

## **DURATION OF MOU**

This MOU becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

## **AMENDMENTS**

The terms of this MOU may be amended upon written approval by both [all] original parties and their designated representatives.

## **TERM AND TERMINATION**

This agreement becomes effective on the date it is signed by both [all] parties. It remains in force unless explicitly terminated, in writing, by either party or parties.

Both Parties [any Party] may terminate this MOU by means of signing a termination addendum upon 30 days' written notice to the other party or parties.

## **Signature and Date**

- The Parties hereby agree to the terms and conditions set forth in this MOU and such is demonstrated by their signatures below:

**Piedmont Community College**

**Caswell County**

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

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

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

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

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

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

CASWELL COUNTY, NORTH CAROLINA

FISCAL YEAR 2025

Board Meeting: January 21, 2025

BUDGET AMENDMENT NO. 14

EMS - Donation

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

**JUSTIFICATION:** These funds are from a donation that was given to EMS by a patient that we transported multiple times. The patient stated that he want the money to be used to purchase something for the employees. A portion of this money will be used to buy new dayroom furniture for the base. the current furniture is broken and worn out.

FUND- GENERAL FUND (Fund 100)

DEPARTMENT: EMS

			FY25 Current Budget	Increase (Decrease)	FY25 Amended Budget
<b>REVENUES</b>					
Appropriated Fund Balance	1000000 390000	\$	2,899,222.03	\$ 5,000.00	\$ 2,904,222.03
<b>EXPENDITURES</b>					
Equipment <\$5000	1004370 529500	\$	-	\$ 5,000.00	\$ 5,000.00

FOR  
THE COUNTY OF CASWELL:

ATTEST:

Chair

Clerk to the Board

Date

CASWELL COUNTY, NORTH CAROLINA

FISCAL YEAR 2025

Board Meeting: January 21, 2025

BUDGET AMENDMENT NO. 15

*Family Services: Donations*

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

**JUSTIFICATION:**

In fiscal years 2023 and 2024, Family Services received donations total \$3,315. These funds were never appropriate for use and rolled into fund balance in Fund 160. The Family Services is requesting the funds be appropriated to ensure they are use to provide client services as intended by the donors.

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**FUND- GENERAL FUND (Fund 260)**

**DEPARTMENT: Family Services**

				<b>FY25 Current Budget</b>	<b>Increase (Decrease)</b>	<b>FY25 Amended Budget</b>
<b>REVENUES</b>						
Appropriated Fund Balance	2605490	390000	\$	-	\$ 3,315.00	\$ 3,315.00
<b>EXPENDITURES</b>						
Client Services	2605490	5400000	\$	458.43	\$ 3,315.00	\$ 3,773.43

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**FOR  
THE COUNTY OF CASWELL:**

**ATTEST:**

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**Chair**

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**Clerk to the Board**

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**Date**





**AGENDA FORM**

**TO: Renee Paschal, County Manager**

**FROM: Randy Jefferson, Director of Parks and Recreation**

**SUBJECT: North Carolina Amateur Youth Sports Grant**

**BACKGROUND INFORMATION:**

In FY 24-25, NC Amateur Sports is providing \$20,000 in grants to every county in North Carolina, and will provide \$10,000 annually thereafter. This grant is for equipment and facility upgrades to support youth sports. No match is required.

Caswell County submitted a proposal to purchase equipment necessary to start a youth football program. Currently, Parks and Recreation has a flag football program, but there has been increasing interest in a full football program. This grant would cover the purchase necessary equipment such as helmets, pads, uniforms, mouthguards, etc. and some field supplies.

The funding will outfit two teams to begin with, which means we will have to work with neighboring counties in the beginning to play games. In the following years, we will use the \$10,000 to purchase more equipment to grow the program and expand teams so that we can play in Caswell.

Grant objectives include:

- By July 2025, CCPR will enroll 50 children ages 8-12 in a youth football league.
- By August 2025, two teams will be formed.
- By August 2025, CCPR will work with neighboring counties to schedule games.

**STAFF RECOMMENDATION, IF APPLICABLE:**

N/A

**RECOMMENDED ACTION/MOTION:**

Accept grant from NC Amateur Sports for \$20,000 and approve Budget Amendment #16.

**FISCAL IMPACT:**

Acceptance of this grant does not affect county appropriation and no match is required.

Meeting Date: January 21, 2025

**ATTACHMENTS:**

- Budget Amendment #16
- Grant application as submitted

**CASWELL COUNTY, NORTH CAROLINA  
FISCAL YEAR 2025**

**Board Meeting: January 21, 2025**

**BUDGET AMENDMENT NO. 16**

***Parks & Recreation: Caswell Youth Football Equipment***

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

**JUSTIFICATION:**

The Parks & Recreation Department received a grant award from the Youth Sports Grant fund that provides funding to purchase football equipment for to start a youth football league. The Youth Sports Grant fund for equipment and facility upgrades was established by the North Carolina General Assembly and N.C. Amateur Sports from a percentage of the sports wagering tax revenues in our state. The grant will be used to purchase helmets, pads, jerseys, pants footballs and mouthguards. The goal is to start with two teams competing in neighboring counties and evaluate growth in the future.

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**FUND- GENERAL FUND (Fund 100)**

**DEPARTMENT: Parks & Recreation**

		FY25 Current Budget	Increase (Decrease)	FY25 Amended Budget
<b>REVENUES</b>				
Retricted Grants	1006210 336400		\$ 20,000.00	\$ 20,000.00
<b>EXPENDITURES</b>				
Programming - Youth	1006210 530001	\$ -	\$ 20,000.00	\$ 20,000.00

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**FOR  
THE COUNTY OF CASWELL:**

**ATTEST:**

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**Chair**

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**Clerk to the Board**

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**Date**



# 2024-2025 Youth Sports Grant

## *For Equipment and Facility Upgrades*

### **Free Response Questions**

To apply, please answer the following Free Response questions. There is a 1,500 character limit for each question. Once you have completed the questions, [click here](#) to upload your responses and complete the application process. If you are a 501(c)(3) organization, you will also need to upload the following items when completing your application:

- A list of the organization's Board of Directors and their affiliation/occupation
- Proof of organization's tax-exempt status

All uploaded files must be in PDF format. Incomplete applications will not be considered. Grant recipients are required to submit a full accounting for how the grant funds were expended along with a progress report within 30 days after expending any approved funds.

The first application deadline is 11:59 p.m. EST on November 1, 2024. Applications will be reviewed by the NCAS Endowment Fund Committee and applicants will be notified of their status no later than December, 31, 2024. The maximum grant awarded is \$20,000. Contact [ncas@ncsports.org](mailto:ncas@ncsports.org) for any questions.

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1. Provide an overview of the organization, or background on the individual applying for the grant.

2. Give a brief description of the request and an explanation of how the grant funds will be used.

3. What are the objectives of the project in measurable terms?

4. Provide a timetable for the project and the expenditure of the requested funds.

*(All funds must be expended within one year of receipt unless otherwise stated)*

5. Provide a description of the staff involved and the qualifications of individuals involved in carrying out the project.

6. Describe how you will evaluate the results of this project.

7. Provide an itemized financial breakdown of the expenditures for the funding that is being requested.

*Once you have answered all of the questions above, [click here](#) to complete the application process.*

Meeting Date: January 21, 2025



**AGENDA FORM**

**TO:** Caswell County Board of Commissioners

**FROM:** Renee Paschal, Interim County Manager

**SUBJECT:** Budget Amendment for Infrastructure Investment and Jobs Act (IIJ.A)

**BACKGROUND INFORMATION:**

NCDOT/PTD has notified all transit systems in NC that due to the Federal Rules changed for the Federal Transit Administration (FTA) as a result of the Infrastructure Investment and Jobs Act (IIJA) that requires any assets sold over \$5,000.00 plus a percentage based on the match paid, must be returned to the FTA through Integrated Mobility Division - NCDOT.

The buses were sold through the NC State Surplus, competitive bidding process. The two buses together sold for \$34,400.00.

**STAFF RECOMMENDATION, IF APPLICABLE:**

Approve the budget amendment.

**RECOMMENDED ACTION/MOTION:**

In following Rule #27 of the Caswell County Board of Commissioners, agenda items with a \$10,000 and greater budgetary impact must be tabled and taken up at a later meeting. Motion to table budget amendment #17.

**FISCAL IMPACT:**

\$18,520.00 must be returned to NCDOT-Integrated Mobility Division. This will be taken out of CATS Enterprise Funds.

**ATTACHMENTS:**

**CASWELL COUNTY, NORTH CAROLINA  
FISCAL YEAR 2025**

**Board Meeting: January 21, 2025  
BUDGET AMENDMENT NO. 17**

***CATS: Return of Surplus Proceeds to Federal Transit Administration (FTA)***

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

**JUSTIFICATION:**

As of November 15, 2021, Federal Rules changed for the FTA as result of the Infrastructure Investment and Jobs Act (IIJA). NCDOT created a new policy based on the changing rules that stated assets sold over \$5,000 plus a percentage based on the match paid, must be returned to the FTA through Integrated Mobility Division.

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**FUND- GENERAL FUND (Fund 650)**

**DEPARTMENT: CATS**

				<b>FY25 Current Budget</b>	<b>Increase (Decrease)</b>	<b>FY25 Amended Budget</b>
<b>REVENUES</b>						
Appropriated Fund Balance	6504521	390000			\$ 18,520.00	\$ 18,520.00
<b>EXPENDITURES</b>						
Gain/Loss on Sale	6504521	599600	\$	-	\$ 18,520.00	\$ 18,520.00

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**FOR  
THE COUNTY OF CASWELL:**

**ATTEST:**

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**Chair**

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**Clerk to the Board**

---

**Date**





**AGENDA FORM**

**TO: Caswell County Board of Commissioners**

**FROM: Renee Paschal, Interim County Manager**

**SUBJECT: Extension of NC One Grant for Riverside Furniture**

**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.

The Board of Commissioners heard this item at its December 16 meeting and tabled it with several questions.

The state has provided answers:

The company has met its investment target. Currently it has 34 employees. Johnna Sharpe and Melissa Miller also discussed the grant with the company and they state that the company is finalizing its location consolidation in February and should meet the jobs number then.

**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. Ms. Sharpe was able to transfer these funds from the FY 2023 budget to cover the remaining match, as approved the the attached Grant Project Ordinance. Approval of the item will not have an impact on the FY 2024-25 budget.

**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 "LGGA"); 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

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

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  
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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.

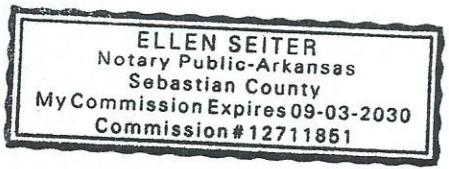
Ellen Seiter  
Notary Public Signature

Ellen Seiter  
Notary Printed or Typed Name

Witness my hand and official seal or stamp, this 3<sup>rd</sup> 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
<b>ESTIMATED REVENUES</b>	
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
<b>Total Revenues</b>	<u>462,500</u>
<b>APPROPRIATIONS</b>	
Riverside Furniture Project	462,500
<b>Total Appropriations</b>	<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



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
<b>ESTIMATED REVENUES</b>			
Appropriated Fund Balance	1,967,180	62,500	2,029,680
<b>Total Revenues</b>	<b>23,230,982</b>	<b>62,500</b>	<b>23,293,482</b>
<b>APPROPRIATIONS</b>			
Transfers to Other Funds	2,961,565	62,500	3,024,065
<b>Total Appropriations</b>	<b>23,230,982</b>	<b>62,500</b>	<b>23,293,482</b>

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.

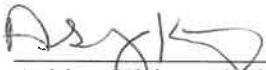
Adopted this the 2<sup>nd</sup> day of November, 2020 at Caswell County, North Carolina.

Rick McVey, Chairman



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ATTEST:



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Ashley Kirby, Clerk

(Seal)