



Board of Commissioners Agenda

Regular Meeting

Historic Courthouse

March 17, 2025 at 6:30 p.m.

Welcome

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

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

4. Recognitions

Agenda

5. Approval of Agenda Chairman Yarbrough

Consent Agenda

Chairman Yarbrough

6. Motion to approve February 3, 2025 Board of Commissioners Minutes
7. Motion to approve February 17, 2025 Board of Commissioners Minutes

Discussion Items

8. Discussion on filling vacant commissioner seat (Gwynn seat) County Manager Paschal
9. Discussion on ordinance to ban the intentional release of helium balloons County Manager Paschal

Action Items:

10. Motion to approve Budget Amendment #20 and Memorandum of Agreement with NC Forestry Service to construct a storage shed for Cooperative Extension equipment County Manager Paschal
11. Motion to approve Budget Amendment #21 to appropriate unspent OSBM grant funds for 911 County Manager Paschal
12. Motion to approve Budget Amendment #22 to appropriate Cooperative Extension special revenue funds County Manager Paschal
13. Motion to approve Budget Amendment #23 to appropriate Senior Services Special Revenue Accounts County Manager Paschal
14. Motion to approve an amendment to the Caswell County Board of Commissioners Code of Ethics to address release of closed session matters County Manager Paschal
15. Motion to approve Jail Food Service Contract County Manager Paschal
16. Motion to set a special meeting for County Manager Recruitment County Manager Paschal

County Manager's Updates

County Attorney Updates

Commissioner Comments

Announcements and Upcoming Events

- March 25, Board of Commissioners Special Meeting, 4 pm, Historic Courthouse
- April 7, 4 pm Board of Commissioners Special Meeting, 4 pm, Historic Courthouse
- April 7, 5 pm, Board of Commissioners Work Session Meeting, 5 pm, Historic Courthouse
- April 21, 6:30 pm, Board of Commissioners Regular Meeting, Historic Courthouse

Closed Session

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

Adjournment

CASWELL COUNTY BOARD OF COMMISSIONERS

Work Session

February 3, 2025

MEMBERS PRESENT

OTHERS PRESENT

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Tim Yarbrough, Chair
Frank Rose, Vice Chair
Ethel Glynn
Greg Ingram
Tony Smith
David Wrenn

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

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The Board of Commissioners for the County of Caswell, North Carolina met in a Work Session meeting scheduled on Monday, February 3, 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.

Public Comments:

Vernon Massengill, Chair 911 Board, commended individuals, dedicated employees, and community partners who were instrumental in managing the 911 issues that the County faced. He also spoke as Fire Marshal to highlight the number of fire incidents that the County had to assist with recently. He asked that employees who serve as volunteer fire personnel be allowed to serve the County when needed to keep the County safe.

Jim Oakley, volunteer fireman, reiterated Mr. Massengill’s comments and spoke on employee retention. He expressed concern about the number of employees who were eligible for retirement at this time.

Recognitions:

Vice Chair Rose and Commissioner Wrenn thanked Commissioner Glynn for her service on the Board.

Commissioner Smith thanked Dr. Pamela Senegal, President of Piedmont Community College for her leadership and vision as she prepares to leave the College.

Chairman Yarbrough recognized two USDA employees, Jill Rudisill who retired from Farm Service Agency and Beth Smithey. Both individuals were thanked for all their help to farmers in Caswell County and will be missed.

Agenda:

Commissioner Wrenn requested to add two items to the agenda:

- A proposed amendment to the Personnel Policy
- Discuss Open Meetings

There were no objections. Chairman Yarbrough added the items as #13 and #14.

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

Presentations:

Outdoor Storage Violations

Manager Paschal introduced the item. She stated that the UDO allowed the Planning Director to assess fines on property owners that violate the ordinances. Staff has received several complaints about junk cars and the failure to comply with the outdoor storage ordinance.

Jason Watlington, Planning Director, discussed a strategy to move forward and deal with the issues. He stated that the County had not been able to enforce the ordinance because of the inability to collect fines that were in violation. Mr. Watlington referenced G.S. 160A-175 Enforcement of Ordinances. He outlined three areas including assessing civil penalties, court action, and injunction. The most common violation is junk cars which are received from complaints.

The current procedure for addressing complaints includes performing a site visit and a discussion may occur if someone is at the site. A certified letter is mailed explaining the violation. The letter describes the violation, the corrective action needed, and the action to be taken by the County within 30 days (civil fines) if the compliance is not met. The appeal process is also included in the letter. Letters have been sent out previously, but no fines were collected or compliance met. He clarified the civil fine process for the Board. He added that he received complaints daily.

After 30 days of receipt of the letter, a site visit will be performed. If substantial progress has been made, an additional 15 days will be granted, and fines will begin on day 46. If the site is compliant, a letter will be mailed. If the site is not compliant, a letter will be mailed with the civil penalties: day 31 - \$50; day 32 - \$100; day 33 - \$200; day 34 - \$300; days 35-60 - \$300 daily. After 60 days, the violation becomes a nuisance.

Mr. Watlington offered options – fines waived after 60 days. He also asked them to consider tenants—many of the violations are caused by tenants. The fines will be assessed against the tenant. A chronic violator can have a lien put of their property and incur other legal costs.

Commissioner Wrenn asked what would force the violator to take any action if it was considered a nuisance. Mr. Watlington explained the nuisance ordinance can be used

for one vehicle or many vehicles on public or private property and declared to be safety hazard. He noted that the violator has to be informed that the vehicle will be removed. Commissioner Wrenn asked if the County could sell the seized vehicles. Mr. Watlington responded that the vehicle would go to the tow truck operator and held there for 30 days. Commissioner Wrenn felt the landlord should be notified of every step in the process.

Commissioner Smith questioned options for enforcing the ordinance. He spoke about the landlord being caught in the middle. The landlord should be informed of every step and help the County collect the money, but the tenant should be held responsible. He asked if wages could be attached for tenants.

Vice Chair Rose asked for clarification on the 30-day process. Mr. Watlington explained that the Board or the Planning Director can ask that the County Attorney file civil action and serve the owner of the property. A hearing will be held before a magistrate. The County will obtain a judgement but if the resident does not own the property, there is nothing to attach. He added that his research does not allow the County to sell property. He opined that the best way to handle the situation would be to use the nuisance ordinance to allow the tow truck operator to remove the vehicle. The Sheriff would need to be present and have some type of agreement in place.

Commissioner Wrenn offered that vehicles were taxable. He felt that vehicles should be taxed if they were found in violation. Mr. Watlington asked if that would include the outdoor storage facilities that purchased the vehicles. There is a 25-vehicle exemption for repair facilities.

Chairman Yarbrough asked if there would be a trip made on day 45 if there was progress after the 30-day visit. Mr. Watlington stated that he would use discretion to determine progress up to 60 days.

Commissioner Ingram asked after 60 days started the nuisance status. Mr. Watlington responded that after 60 days if we move to that point, then day 61 would begin with fines. Day 90 would move to the nuisance status. He added that there is nothing in the UDO that sets how many days the County needs to wait. The Board would have to grant him authority.

Manager Paschal stated that this item does not require an ordinance amendment. Mr. Watlington stated that the Board can manipulate dates for anything past the 30 days. A question was posed as to whether a payment plan with interest could be implemented on the violator. Mr. Watlington reiterated that he would like to clean up the County rather than implement fines.

Manager Paschal asked for direction on how the staff should proceed. The Board concurred with the fine schedule. County Planning will make the determination on dates. On tenant vs landlord, Mr. Watlington won't fine the tenant but there is leverage on the

landlord. The landlord will be advised of what is happening in hopes that the landlord is supportive of cleaning up the County.

Presentation from NCHIP on Health Insurance Renewal

Manager Paschal introduced Dave Costa who discussed the item. The County has been a member of the North Carolina Health Insurance Pool (NCHIP) since 2018. Staff has been notified that the rates will increase 6 percent in FY2026 due to large claims that exceeded reserves in FY23 and FY24. A decision has to be made regarding continuing with the pool by the end of February. The item will be on February 17th for Board action.

Mr. Costa shared a PowerPoint presentation explaining the history of the pool. There are 10,200 employees covered under the policy. There are one year membership terms, and all counties and cities with 51+ employees are eligible for membership. New members are admitted by recommendation of the Board of Trustees. Mr. Costa stated the core pillars included stability, autonomy, service and community. Every group selects plans to meet their needs. The average increase for insurance premium increases outside the pool are 7.8 percent. The largest increase for the pool has remained at 6 percent.

He recapped Caswell County's decision to join after receiving a 30 percent increase from Blue Cross in 2019. The pool offered a much lower rate. He indicated that there was no reserve at this time for unforeseen risks. The average rate increase has been 2.4 percent. In year one, Caswell had a \$353k reserve. The optimal reserve would be \$200-250k. Part of the reason for asking for an increase is to pay for claims incurred and have extra surplus. The loss ratio for the past two years was 119 percent. The additional cost would be \$142,000 a year.

Manager Paschal noted that it was not necessary to decide whether the employees or the county would incur the additional cost but whether not the County will continue to participate in the pool.

There were seven years of savings to the County by being a participant in the pool.

Mr. Costa clarified that there was no danger of Caswell County being terminated from the pool. He discussed programs to better manage risks. He highlighted current programs that are in the pool. He discussed future programs. Programs include weight management before paying for the high-cost drugs. Weight loss drugs are a prime factor in increased rates. There will be a virtual Primary 360 option.

In terms of other benefits, the dental plan and vision plan will not be up for renewal. Open enrollment takes place in May. One of the largest benefits of the pool is knowing the renewal occurs in December/January.

Manager Paschal highlighted that should the County leave the pool, it will be responsible for any unpaid claims. If the County left for a year, a new plan would be underwritten which may be more expensive or the County might not be considered.

Mr. Costa indicated that at the end of March, he would need to know the plan design and rates in order for open enrollment in May.

Manager Paschal asked Mr. Costa to discuss the accuracy of information vs. manual reporting. Mr. Costa stated that the reporting system is updated each week and sends files to other vendors. It's a timesaver for the County.

Deputy Manager Williamson stated that she had not heard any complaints from employees about the insurance rates. She stated that she was impressed with the pool.

Manager Paschal stated that she the 6 percent cap and the \$200,000 in claims that would have to be paid if the County left the pool were reasons to consider remaining in the pool.

Action Items:

Manager Paschal introduced the approval of Audit Contract with Thompson, Price, Scot and Adams Certified Public Accountants.

As a follow up to a discussion at the retreat, it was the consensus of the Board to get the current auditors under contract so they can begin work on the 2024 audit. There is not enough money budgeted to get the 2023 and 2024 audits completed at the same time. A budget amendment of \$85,000 will be required at the February 17, 2025 meeting.

Chairman Yarbrough asked for a motion to suspend the rules. A **motion was made** by and **seconded by**. The motion carried unanimously.

A motion was made by Commissioner Smith and seconded by Commissioner Gwynn to approve the contract with Thompson, Price, Scott and Adams Certified Public Accountants Interim Clerk to the Board. The motion carried unanimously.

Discussion Items:

Fiscal Policy

Manager Paschal stated that this item was a continuation from the retreat. She asked the Board to consider approving the fiscal policy at the February 17, 2025 meeting. She added that the policy was a good tool for the County to make sound financial decisions and would give staff direction about the Board's goals and how to achieve them.

Chairman Yarbrough asked the Board if they had questions. There were no questions. The policy will be considered for action at the February 17, 2025 meeting.

FY 2025-2026 Board Goals

Manager Paschal recalled the item from the retreat. The facilitators completed the summary of the Board's goals. Manager Paschal would like to share the draft goals at the upcoming budget kickoff.

Chairman Yarbrough asked if there were questions or comments. There were no questions or comments.

Leasing Co-Square Space to Healthy Community Alternatives Program

Manager Paschal stated that the Health Community Alternatives Program (CAP) currently leased space at 2254 NC 86 in Yanceyville. The lease expires in March 2025. She recapped an analysis that showed that the membership fees prior to the fire in 2024 covered over 200 percent of the cost, so the County was realizing revenue in 2024. She stated that in an effort to increase utilization of the facility, the CAP program would be a win/win. CAP's lease is paid by Medicaid revenue and won't be taken out of the County's budget. The proposal is to lease four adjacent offices. CAP currently pays \$2850 per month. Staff proposes to set the lease amount at the same rate they currently pay (\$1850 plus the cost of utilities and internet for a total of \$2500 per month). She disclosed that the current landlord reached out to the Health Department to offer to lower the monthly cost by \$300. The Board could consider matching the offer to lower the \$300 a month. The County would realize \$30,000 in revenue with the \$2500 rental amount that is currently paid to someone else. She suggested a 3-year lease to offer consistency to CAP.

Commissioner Wrenn stated that the Health Board recently had the same discussion. CAP wanted to utilize Co-Square initially and it would be a win/win situation for the County. Manager Paschal felt the Health Department located in the building would help to generate traffic.

Commissioner Smith noted that approximately 42 percent of the building would be leased to County offices. Manager Paschal outlined the space that would be used. None of the spaces are near the front of the building.

The Board questioned the \$300 rent reduction to \$2200. Manager Paschal felt it would be in the best interest of the health department to secure the lower rate.

The item will be placed on the February 17, 2025 agenda for action.

Discussion on Finance Officer Recruitment – Next Steps

Manager Paschal presented two options for the Board's consideration. One option is to readvertise the Finance Officer position at the higher salary range. She was concerned that the difficulty of the situation that the person would encounter may cause them not to be interested. There is currently someone who is being paid by the Association of County Commissioners who has worked on the issues for the past two years and who is fixing them. She proposed increasing Johnna's time and cost share the salary with the Association. If the County shares in the salary cost, she can work between 8-16 hours additional hours per week and be on site for a second day. She currently works 24 hours per week. The Manager felt that this would be the best solution until the 2024 audit was completed. More research needs to be done to determine if Johnna can be named as the Finance Officer under a contract. Until a determination is made, Melissa Miller will continue to serve as Interim Finance Officer and Johnna will continue under a different

contract. The cost will be approximately \$52,800 until the end of the fiscal year. The priority is the audit, but the contractor also shares expertise on a daily basis.

Once the audits are completed, the Finance Officer position will be readvertised.

Personnel Policy

Commissioner Wrenn proposed an amendment to the Personnel Policy to state any employee who leaves their job prior to the end of the workday hour must notify their supervisor and if they are a supervisor, they must notify the County Manager. Failure to do this may result in a written disciplinary action of unsatisfactory job performance or dismissal. County pay will cease when the individual leaves the job on that day.

Manager Paschal stated that there are department heads that she does not supervise. The Board discussed scenarios and options regarding employee leave.

The item will be placed on the February 17, 2025 agenda for action.

Discuss Open Meetings

Commissioner Wrenn spoke about a violation of the Open Meetings Law. He stated that action was taken in Closed Session of a meeting and the next day a former commissioner went to the County Manager because they didn't approve of the action. Three other commissioners were allegedly called and the action was rescinded the following day. He indicated that there was no advertising or letter to the press regarding the manner. He stated that there were no minutes.

Manager Paschal stated that the closed session minutes did not reflect that any action was taken for direction of the employee. She noted that closed session meetings were not recorded.

Commissioner Smith recalled the incident. He stated that a Commissioner went to the County Manager and indicated there was a liability problem. The Manager contacted the attorney and stated there may be a liability problem. The Board was advised that there should be no further participation in **the services**. The letter and notice was sent and the majority of the Board found out about it, took a poll and all voted to rescind the action. The notice was sent under the direction of the Chairman. All commissioners were notified to participate in the vote.

Chairman Yarbrough asked if the letter that was sent out was the result of an action taken by the Board. Commissioner Smith replied that it was not. Chairman Yarbrough added that if that action was not taken by the Board, the Board could not rescind it.

County Manager Updates:

Manager Paschal reiterated the information she distributed to the Board earlier including the Co-Square report. During the week of the 27th, a budget report was sent out and General Statutes on filling a board vacancy. She hoped to complete all the questions the Board asked during the retreat.

Additional details were requested to be added to the Co-Square item in the budget.

County Attorney Updates:

Attorney Johnston updated the Board on the County's cemetery committee. He stated that he researched General Statute 65-111 which provides an overview of what is required regarding public cemeteries. Each Board of County Commissioners is required to bear and keep records in the Office of Register of Deeds a list of all public cemeteries in the County outside the limits of the municipality. He did not find any laws that required the County to have a cemetery committee and it would not be a violation of State law. The item will be added to the February 17, 2025 meeting for action.

The Attorney will be attending the County Attorney's Winter Conference and workshop sponsored by the School of Government.

Commissioner Comments:

Commissioner Smith asked when the meetings would resume in the Courthouse. Manager Paschal replied in March. He commented on the large increase in the budget.

Commissioner Wrenn concurred with concerns about the budget. He asked for line items on budget items to give greater detail.

Closed Session:

Vice Chair Rose made a motion, seconded by **Commissioner Smith**, to adjourn to Closed Session to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which is hereby acknowledged NCGS 143-318.11(a)(3) and to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee allowed under NCGS 143-318.11(a)(6).

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

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

CASWELL COUNTY BOARD OF COMMISSIONERS
Regular Session
February 17, 2025

MEMBERS PRESENT

OTHERS PRESENT

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

.....

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

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The Board of Commissioners for the County of Caswell, North Carolina met in a Regular Session meeting scheduled on Monday, February 17, 2025 at 6:30 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.

Public Comments:

Latoya Thurston-Griggs, a nonresident of Caswell County and former employee of the County, spoke about her termination from the Department of Social Services. She asked the Board to listen to three recordings related to her termination. She indicated that she would be filing an additional grievance for discrimination and retaliation.

Rev. Bryon Shoffner, Spokesperson for the Anderson Community Group, submitted the following email for public comments:

Dear Caswell County Commissioners and Planning Director:

We appreciate the time and effort the Board puts into making decisions that shape Caswell County's future. As residents who rely on **private wells and septic systems**, we are reaching out to ensure that **environmental safeguards remain a priority** as new developments move forward.

The projects outlined in the latest **Board agenda** raise important questions about **potential water contamination risks**, and we respectfully ask for clarification on how these concerns are being addressed.

County Oversight & Transparency

Agenda Item: HIDO Expansion & Economic Development Strategy

- How is the county ensuring that **industrial projects comply with environmental safety laws** to protect private wells?
- What oversight measures are in place to monitor industries for **offsite sedimentation, stormwater runoff, and well or surface water contamination**?

Industrial Development & Water Protection

Agenda Item: Economic Development Priorities

- The agenda mentions an **80-acre site in Yanceyville** and a **63-acre site in Pelham** being considered for industrial development. What industries are being recruited, and how will they be vetted for **environmental responsibility**?
- What **environmental impact studies** have been conducted on these properties, particularly regarding their impact on **groundwater and nearby wells**?
- How will the county ensure that industries **follow HIDO regulations** to minimize **contaminants entering local waterways**?

Pelham Water System & Industrial Impact

Agenda Item: Pelham Water System Fiscal Review

- The report states that **Cherokee Tobacco and CEAD** will be connected to the Pelham Water System. Have these industries been assessed for their **potential impact on water quality**?
- Given the county's **previous water study from the early 2000s**, has there been an **updated study** considering current and future industrial use?
- How will the **Pelham Water System's expansion** impact local wells and septic systems?

Street Closing & Road Abandonment Concerns

Agenda Item: Resolution to Abandon 0.07 Miles of Hatcher Road

Agenda Item: Resolution to Abandon 0.02 Miles of Hatcher Road

- Will abandoning these road sections alter **stormwater drainage** and potentially increase erosion in the area?
- How will changes in water flow affect **local creeks, groundwater, and private wells**?
- The agenda notes that the road **was previously removed during the US 29 interchange project**. Has an **environmental impact assessment** been conducted to ensure that past removal efforts did not affect **groundwater flow**?
- If **underground pipes or culverts** exist near these abandoned roads, will they **remain in place or be removed**?

Solid Waste & Landfill Oversight

Agenda Item: Solid Waste Enterprise Fund Review

- How often is **groundwater tested near county landfills**, and are the results publicly available?
- What steps are in place to **prevent landfill leachate from contaminating nearby wells**?
- Can the county require industries to **conduct and share environmental impact assessments** before operations begin?

HIDO Expansion & Industry Vetting

Agenda Item: HIDO Expansion & Economic Development Strategy

- Will the **HIDO expansion** require new industries to **undergo an environmental vetting process**?
- Can you provide records of **industries' past environmental compliance** in other communities before permitting their operations here?
- What specific **protections are included in HIDO** to prevent industrial well water contamination?

Transparency & Community Oversight

We recognize that **the Board faces the difficult task of balancing economic growth with environmental protection.** Given that **Caswell County residents rely heavily on well water,** we ask that the Board:

- 1. Make Environmental Impact Statements (EIS) publicly available** for all projects that could impact groundwater.
- 2. Hold public hearings before permits are granted** to industries with a history of environmental violations.
- 3. Ensure compliance with HIDO regulations** by requiring routine water testing **near industrial sites, abandoned roads, and landfill areas.**

This is an opportunity for the Board to demonstrate leadership in **protecting the long-term environmental health of Caswell County.** We trust that these concerns will be taken seriously, and we look forward to your response.

Recognitions:

Commissioner Smith thanked the Finance Department for providing updates on how the County is faring.

Commissioner Wrenn recognized Commissioner Gwynn's service.

Chairman Yarbrough presented Commissioner Gwynn with a picture of the historic courthouse on behalf of the Board and thanked her for her service on the Board.

Commissioner Gwynn thanked each of the Board members.

Agenda:

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

Consent Agenda:

6. Motion to approve January 21, 2025 Board of Commissioner minutes
7. Motion to approve January 25, 2025 Board of Commissioners Planning and Budget Retreat minutes
8. Motion to approve Caswell Fiscal Policy
9. Motion to approve Leasing Co-Square Space to Health Community Alternatives Program for a term of three years and a monthly payment of \$2,500
10. Motion to approve a contract with Johnna Sharpe for financial services

11. Motion to abolish the Caswell County Cemetery Board of Trustees
12. Motion to approve Resolution to Abandon .07 miles of Hatcher Road
13. Motion to approve Resolution to Abandon .02 miles of Hatcher Road

Chairman Yarbrough stated that item #9 would be pulled for discussion by the County Manager. He asked if there was a desire to pull any additional items for further discussion. There were no additional items to be pulled.

A motion was made by Vice Chair Rose and seconded by Commissioner Gwynn to approve items 6-13 (with the exception of #9) of the Consent Agenda. The motion carried unanimously.

Public Hearing:

A motion was made by Commissioner Smith and seconded by Commissioner Gwynn for a public hearing on amendments to the Caswell County Flood Damage Prevention Regulations Ordinance. The motion carried unanimously.

Chairman Yarbrough stated that no one signed up to speak. A motion was made by Commissioner Gwynn and seconded by Vice Chair Rose to close the public hearing. The motion carried unanimously.

Planning Director Jason Watlington distributed a copy of the Environmental Regulations to the Board. He provided a brief history. In October 2022, FEMA provided Caswell County with preliminary copies of the flood insurance rate maps. A community meeting was held in Milton NC.

On December 4, 2024, a letter was sent to the Chair and the County Manager indicating that FEMA was placing two public notifications in the Caswell Messenger on December 11 and December 18 to inform the public that they would have a 90-day appeal process that would last thru mid-March 2025. During the appeal period, any property owner who feels his/her property rights might be adversely affected by the proposed changes to the flood hazard terminology or flood maps could appeal. FEMA noted that the sole basis for such appeals was the possession of knowledge or information that the proposed flood hazard determinations were scientifically and technically correct.

Mr. Watlington developed a flyer that was sent out by the Manager via email and posted on the county website stating that any citizen who wanted to view the proposed changes to the floodplain could come to his office for an explanation. Very little changes were made that would cause negative impacts. The proposed flood maps, when finalized, will become the basis for the floodplain management measures that the County must adopt and show evidence of having in effect to qualify for participation in the national flood insurance program.

Part of the process includes updating the Flood Damage Prevention Ordinance. The State provided a courtesy review of the Ordinance and made suggestions for amendments.

Mr. Watlington reviewed the proposed changes:

Pg. 2 – 10.1.3. Three objectives were added to explain why the regulations were in place.

10.1.3.6 Minimize damage to private and public property due to flooding;

10.1.3.7 Make flood insurance available to the community through the National Flood Insurance Program;

10.1.3.8 Maintain the natural and beneficial functions of floodplains

Pg 3 - He added that the most important change was included in 10.2.2. where the maps will be incorporated by reference rather than having to adopt maps each time they are handed down by the State.

Pg 4 – 10.3.1 – A statement was added which describes the administrator’s role. In instances where the Floodplain Administrator receives assistance from others to complete tasks to administer and implement this ordinance, the Floodplain Administrator shall be responsible for the coordination and the community’s overall compliance with the National Flood Insurance Program and the provisions of this ordinance.

Page 6 – 10.3.2.1.2 – Mean sea level is being replaced with NAVD 1988. NAVD 1988 was created to eliminate errors in water level measurements. This will provide consistency.

Page 7- 10.3.2.2.1 – A description of all development to be permitted under the floodplain development permit (e.g. house, garage, pool, septic, bulkhead, cabana, pier, bridge, mining, dredging, filling, paving, grading, excavation or drilling operations, or storage of equipment or materials, etc.)

Page 7 - 10.3.2.2.6 – The model ordinance was amended to fit the Caswell County Ordinance. ...unless the requirements of Section 10.4.5 have been met.

Page 7 – 10.3.2.2.7 – added Zone X which is notified as yellow on the flood insurance maps.

Page 7 – 10.3.2.2.8 – A statement that all materials below BFE/RFPE must be flood resistant materials.

Page 8 – 10.3.2.3.1 – Elevation Certificates – The old FEMA form numbers are changed to reflect the new numbers.

Page 9 – 10.3.2.4 – Determination for Existing Buildings and Structures – This describes individuals who remodel structures located in a floodplain. The Building Inspector and Planning Director will base the remodel intentions on the market

value of the house. If it is greater than 50 percent of market value, the ordinance will have to be followed. If it is less than 50 percent, the ordinance will not have to be followed.

Page 19 – 10.4.1.16 – Fill dirt is prohibited in the flood zone.

Page 24 – 10.4.2.9 – Tanks is added (underground or above ground propane tanks, etc.)

Page 25 – 10.4.2.10 – Other Development is added pertaining to fences, sidewalks and roads.

Page 28 – 10.4.7 – Standards for Areas of Shallow Flooding (Zone AH) was added.

After the 90-day period ends and the State has heard from the Planning Director that there have not been any appeals, a date will be established that the ordinance is to be adopted. Once the Chair signs off, the changes will become part of the UDO.

Mr. Watlington asked the Board to approve the Ordinance amendments so that portion can be sent to the State and let them know that the Ordinance is up to date.

Action Items:

Motion to Approve the Amendments to the Caswell County Flood Damage Prevention Regulations Ordinance

A motion was made by Commissioner Smith and seconded by Commissioner Ingram to approve the amendments to the Caswell County Flood Damage Prevention Regulations Ordinance. The motion carried unanimously.

Motion to Approve Medical Contract with Southern Health Partners

County Manager Paschal stated that this item was an amendment to the Southern Health contract. Southern Health provides medical care to inmates in the detention center. In June 2024, Commissioners approved using opioid settlement money to hire an additional nurse through Southern Health partners and to cover the cost for opioid treatment for inmates. The fiscal impact will be \$37,120.51 annually and will be paid through the opioid settlement funds.

Commissioner Wrenn questioned the amount of funds in the opioid settlement funds. Deputy Manager Williamson indicated that the money should last for approximately 18 years. She offered to provide an update at a future meeting.

A motion was made by Commissioner Wrenn and seconded by Commissioner Gwynn to approve the amendment to the Southern Health Partners contract. The motion carried unanimously.

Motion to Approve Budget Amendment #17 to Repay NCDOT 50 Percent of Proceeds from Transit Vehicles Sold Since November 2021 from the CATS Fund Balance

County Manager Paschal recapped the item from the January 21, 2025 meeting. The item was tabled because the budget impact was greater than \$10,000. She stated that

none of the funds would come from the General Fund. They would come from the CATS enterprise fund.

A motion was made by Vice Chair Rose and seconded by Commissioner Ingram to approve Budget Amendment #17 to repay NCDOT 50 percent of proceeds from transit vehicles sold since November 2021 from the CATS fund balance. The motion carried unanimously.

Motion to Notify NCHIP of Acceptance of FY 2026 Health Insurance Renewal

County Manager Paschal recapped the presentation from the February 3 Work Session where an NCHIP representative explained that two years of claims (2023/24) exceeded the County's payment to the pool and therefore exhausted reserves to pay claims. If Caswell County had remained with Blue Cross, the expenses would be closer to \$4 million instead of \$2.5 million. There has been a savings of approximately \$6.1 million over the past seven years since being with NCHIP. If the County leaves the pool, it would still be responsible for unpaid claims costing approximately \$200,000. The 6 percent increase in premiums is approximately \$142,000. NCHIP has a policy that limits increases to 6 percent annually. Staff recommended that the County continue to participate in the pool.

Commissioner Smith asked about the possibility of reducing the annual increase. Manager Paschal stated that once the reserves were reached, there could be a percentage reduction in the annual increase.

A motion was made by Commissioner Ingram and seconded by Commissioner Gwynn to approve the acceptance of NCHIP for the FY 2026 Health Insurance Renewal. The motion carried unanimously.

Motion to Approve Budget Amendment #19 to Cover the Expense of the Audit Contract

County Manager Paschal stated that the Board approved the 2024 audit contract at its last meeting. The financial consultant has looked at the funds budgeted in 2025 and has estimated that \$19,500 will be needed from the fund balance to cover the audit contract.

A motion was made by Vice Chair Rose and seconded by Commissioner Smith to approve Budget Amendment #19 to cover the expense of the audit contract. The motion carried unanimously.

Motion to Approve an Amendment to the Caswell County Personnel Ordinance to Require Supervisor Approval Before Leave is Taken

County Manager Paschal stated that at the February 3 Work Session, Commissioner Wrenn asked that an amendment to the Personnel Policy be placed on the agenda for the current meeting to require supervisor approval before leave is taken.

Manager Paschal referred to Section 9.1 of the Personnel Policy, Scheduling Work. She highlighted current language from the policy. She proposed a sentence be added to the section that read “The leave must be approved by the supervisor before it is taken, except in cases of emergency.”

Commissioner Wrenn was opposed to the proposed sentence. He stated that his request was to obtain approval from the supervisor before leaving the job. Manager Paschal stated that she had encountered circumstances where employees had to leave the job because of family or serious situations that did not allow them to first obtain approval. She added that she was comfortable with adding “extreme” emergencies. Commissioner Wrenn suggested using “family emergencies.”

A motion was made by Commissioner Wrenn to amend the Personnel Policy to require supervisor approval before leave is taken except for family emergencies. There was no second. The motion failed.

Chairman Yarbrough mentioned an amendment to the personnel policy to address county employees who were also members of fire departments. He read the following proposed amendment. “Caswell County local government supports local volunteer fire departments in the County as the backbone of public safety. Therefore, any County employee who is a member of a volunteer fire department in Caswell County shall be allowed to respond to calls for service during their work hours. The only requirement is that they will not be on the clock and will notify their supervisor as soon as possible and no later than by the end of the day.” He asked the Board to think about the proposal and it would be discussed at a future meeting.

Board Appointments

- A. Billy Carden to Caswell County Hunting & Wildlife
- B. Sara Broadwell to Library Advisory Board
- C. Rochelle Woodruff to Caswell County Board of Health

A motion was made by Vice Chair Rose and seconded by Commissioner Gwynn to approve the aforementioned Board Appointments. The motion carried unanimously.

County Manager Updates:

Manager Paschal noted that a joint meeting between the County and the Town scheduled for Thursday had been cancelled due to inclement weather. The meeting has been rescheduled for March 6 at 6:00 pm in Milton.

Staff received the Forestry budget request. The request was 7 percent over the current year's budget.

The Manager will post the Audit Tracker on the County's website and send a weekly report to the Sunshine List.

Manager Paschal asked that the Co-Square item be pulled from the Consent Agenda to elaborate on issues. Some of the improvements needed for the Health Department's move, especially sound, will need more planning. The item will be brought back once the cost is determined. It is estimated at \$12,000. There may also be more relocating of offices in the rear to make improvements to the heating and air.

Manager Paschal discussed a proposal regarding Co-Square. The Arts Council would like to use Co-Square for a dedication ceremony for the new art mural. The dedication is scheduled for Sunday, March 23 from 2-4 pm. The agenda would include comments from a Caswell County commissioner. She asked the Board to allow the County to co-host the event by offering the space free of charge and doing a grand reopening of Co-Square at the same time.

Commissioner Wrenn felt the Arts Council should pay rent for the facility.

Manager Paschal added an additional request that the Arts Council would like to temporarily use a suite for a featured artist exhibit. The artist is Mike Stanley, a Caswell County resident. The reception for the mural will also feature his work. The Arts Council would like to use the space free of charge from March 23 – April 30. The Manager felt the event would help promote interest and traffic for the facility.

Commissioner Ingram did not have a problem with the request. He felt it would help move forward with the facility.

Commissioner Smith agreed that the event would provide exposure.

Vice Chair Rose agreed and if a potential tenant needed the space, the Arts Council would have time to vacate.

A motion was made by Vice Chair Rose seconded by Commissioner Gwynn to allow the Arts Council reception on March 23 and offer space for a gallery from March 23 – April 30 at no charge unless a tenant was interested at which time the Arts Council would vacate.

Commissioner Wrenn commented that the County was giving away revenue.

The motion passed 5-1. Commissioner Wrenn opposed.

County Attorney Updates:

Attorney Johnston shared an update on delinquent tax contracts. A delinquent tax sale will be scheduled for Friday, February 21 at 12:00 noon. The property is located at 2851 Wagon Wheel Rd. He will provide an update of the overall properties at the March meeting.

Commissioner Comments:

Commissioner Smith announced that he had officially been appointed to represent the County on the Piedmont Triad Rural Planning Organization.

Vice Chair Rose thanked the Board of Transportation and fire departments on their efforts.

Commissioner Gwynn expressed appreciation to Commissioner Smith on his appointment to the PTRO.

Announcements and Upcoming Events:

Chairman Yarbrough announced that the Board will meet on March 3 for a Work Session at 5:00 pm in the Caswell County Historic Courthouse. The Board will meet in Regular Session on March 17 at 6:30 pm in the Caswell County Historic Courthouse.

Closed Session:

Vice Chair Rose made a motion, seconded by Commissioner Smith, to adjourn to Closed Session to consult with an attorney employed or retained by the public body in order to preserve the attorney client privilege between the attorney and the public body, which 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 in NCGS 143-318.11(a) (4); and to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee, which privilege is hereby acknowledged NCGS 143-318.11 (a) (6). The motion carried unanimously.

Commissioner Rose moved, seconded by Commissioner Gwynn, to open session. The motion carried unanimously.

Adjournment:

Commissioner Smith moved, seconded by Commissioner Gwynn, to adjourn the meeting. The motion carried unanimously. The meeting was adjourned at 8:45 pm.

Respectfully submitted,

Renee Paschal
Interim Clerk to the Board

Tim Yarbrough
Board Chair



AGENDA FORM

TO: Caswell County Board of Commissioners

FROM: Renee Paschal, County Manager

SUBJECT: Discussion on filling vacant Commissioner seat

BACKGROUND INFORMATION:

Effective February 28, 2025, Commissioner Gwynn has resigned from the Caswell County Board of Commissioners (see attached resignation letter). The Board of Commissioners Rules of Procedure address the process for filling the vacancy as follows. This procedure mirrors GS 153A-27.

Rule 33. Appointments to the Board of Commissioners.

The Board shall use the following procedures in G.S. §153A-27, as amended from time to time, to make appointments to fill vacancies in the Board itself as follows:

- (a) If a vacancy occurs on the board of commissioners, the remaining members of the board shall appoint a qualified person to fill the vacancy. If the number of vacancies on the board is such that a quorum of the board cannot be obtained, the chairman of the board shall appoint enough members to make up a quorum, and the board shall then proceed to fill the remaining vacancies. If the number of vacancies on the board is such that a quorum of the board cannot be obtained and the office of chairman is vacant, the clerk of superior court of the county shall fill the vacancies upon the request of any remaining member of the board or upon the petition of any five registered voters of the county. If for any other reason the remaining members of the board do not fill a vacancy within 60 days after the day the vacancy occurs, the clerk shall immediately report the vacancy to the clerk of superior court of the county. The clerk of superior court shall, within 10 days after the day the vacancy is reported to him, fill the vacancy.
- (b) If the member being replaced was serving a two-year term, or if the member was serving a four-year term and the vacancy occurs later than 60 days before the general election for county commissioner held after the first two years of the term, the appointment to fill the vacancy is for the remainder of the unexpired term. Otherwise, the term of the person appointed to fill the vacancy extends to the first Monday in December next following the first general election for county commissioner held more than 60 days after the day the vacancy occurs; at that general election, a person shall be

elected to the seat vacated, either to the remainder of the unexpired term or, if the term has expired, to a full term.

- (c) To be eligible for appointment to fill a vacancy, a person must (i) be a member of the same political party as the member being replaced, if that member was elected as the nominee of a political party, and (ii) be a resident of the same district as the member being replaced, if the county is divided into electoral districts. The board of commissioners or the clerk of superior court, as the case may be, shall consult the county executive committee of the appropriate political party before filling a vacancy, but neither the board nor the clerk of the superior court is bound by the committee's recommendation.

In summary, the board of commissioners: must fill Commissioner Gwynn's vacancy as follows:

- Select a member of the same political party who resides in her district.
- Consult the political party regarding a nomination, but is not required to appoint the party's nomination.
- Fill the vacancy within 60 days or the matter moves to the Clerk of Superior Court.

RECOMMENDED ACTION/MOTION:

FISCAL IMPACT:

N/A

ATTACHMENTS:

Gwynn letter of resignation

NCGS 153A-27

Mrs. Renee Paschal
Interim County Manager

January 29, 2025

Dear Mrs. Paschal

I am writing to formally submit my resignation from the Board of County Commissioners, effective **February 28, 2025**. After careful consideration and consultation with my healthcare providers, I have made the difficult decision to step down due to personal health reasons that require my full attention at this time.

Serving on the Board has been a deeply rewarding experience, and I am truly grateful for the opportunity to work alongside such dedicated colleagues in service of our community. I have great respect for the important work this Board does, and it has been an honor to contribute to the decisions that shape the future of our county.

I am committed to ensuring a smooth transition and will do everything I can to assist in the process leading up to my departure. Please let me know if there is anything I can do to support the transition during this time.

Thank you once again for the opportunity to serve. I remain hopeful that the Board will continue to work toward the betterment of our county, and I will keep you all in my thoughts and prayers as you move forward.

Sincerely,



Ethel B. Gwynn

CC: Mr. Tim Yarbrough, Chair

§ 153A-27. Vacancies on the board of commissioners.

(a) If a vacancy occurs on the board of commissioners, the remaining members of the board shall appoint a qualified person to fill the vacancy. If the number of vacancies on the board is such that a quorum of the board cannot be obtained, the chairman of the board shall appoint enough members to make up a quorum, and the board shall then proceed to fill the remaining vacancies. If the number of vacancies on the board is such that a quorum of the board cannot be obtained and the office of chairman is vacant, the clerk of superior court of the county shall fill the vacancies upon the request of any remaining member of the board or upon the petition of any five registered voters of the county. If for any other reason the remaining members of the board do not fill a vacancy within 60 days after the day the vacancy occurs, the clerk shall immediately report the vacancy to the clerk of superior court of the county. The clerk of superior court shall, within 10 days after the day the vacancy is reported to him, fill the vacancy.

(b) If the member being replaced was serving a two-year term, or if the member was serving a four-year term and the vacancy occurs later than 60 days before the general election for county commissioner held after the first two years of the term, the appointment to fill the vacancy is for the remainder of the unexpired term. Otherwise, the term of the person appointed to fill the vacancy extends to the first Monday in December next following the first general election for county commissioner held more than 60 days after the day the vacancy occurs; at that general election, a person shall be elected to the seat vacated, either to the remainder of the unexpired term or, if the term has expired, to a full term.

(c) To be eligible for appointment to fill a vacancy, a person must (i) be a member of the same political party as the member being replaced, if that member was elected as the nominee of a political party, and (ii) be a resident of the same district as the member being replaced, if the county is divided into electoral districts. The board of commissioners or the clerk of superior court, as the case may be, shall consult the county executive committee of the appropriate political party before filling a vacancy, but neither the board nor the clerk of the superior court is bound by the committee's recommendation. (Code, s. 719; 1895, c. 135, s. 7; Rev., s. 1314; 1909, c. 490, s. 1; C.S., s. 1294; 1959, c. 1325; 1965, cc. 239, 382; 1967, cc. 7, 424, 439, 1022; 1969, cc. 82, 222; 1971, c. 743, s. 1; 1973, c. 822, s. 1; 1985, c. 563, ss. 7.3, 7.4; 2017-2, s. 1.)

Meeting Date: March 17, 2025



AGENDA FORM

TO: Caswell County Board of Commissioners

FROM: Renee Paschal, Interim County Manager

SUBJECT: Request to support legislation banning the release of helium balloons

BACKGROUND INFORMATION:

Commissioners have received the attached request asking us to support House Bill 20 banning the release of helium balloons.

STAFF RECOMMENDATION, IF APPLICABLE:

N/A

RECOMMENDED ACTION/MOTION:

FISCAL IMPACT:

ATTACHMENTS:

Email from Debbie Swick

Renee Paschal

From: Melissa Williamson
Sent: Thursday, February 6, 2025 8:05 AM
To: Renee Paschal
Subject: Fw: Support Request Ban the Intentional Release of Helium Balloons

*Thanks,
Melissa Williamson
Deputy County Manager &
Director of Caswell Co. Area Transportation System
206 County Park Rd/P O Box 371
Yanceyville NC 27379
Phone: 336-694-1424 Ext 2
Fax: 336-694-1144
mwilliamson@caswellcountync.gov*

“In keeping with the NC Public Records Law, online posts or emails sent by a county representative, or online posts or emails sent by the public to a county representative, including attachments, may be released to others upon request for inspection and copying.”

From: Debbie Swick <debswick@hotmail.com>
Sent: Wednesday, February 5, 2025 3:16 PM
To: Frank Rose <froser@caswellcountync.gov>; Finch Holt <fholt@caswellcountync.gov>; Greg Ingram BOC <gingramboc@caswellcountync.gov>; Ethel Gwynn <egwynn@caswellcountync.gov>; Tim Yarbrough <tyarbrough@caswellcountync.gov>; Tony Smith <tsmith@caswellcountync.gov>; David Wrenn <dwrenn@caswellcountync.gov>; Melissa Williamson <mwilliamson@caswellcountync.gov>
Subject: Support Request Ban the Intentional Release of Helium Balloons

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

Dear County Commissioners, Clerk to the Board and County Manager,

As you are aware, on multiple occasions, I have requested support of an Ordinance in your County to Ban the Intentional Release of Helium Balloons as they cause harm to our environment and its inhabitants. I am working alone on this project and have personally contacted every individual County Commissioner, Clerk and Manager for support in all one hundred counties and have made hundreds of phone calls. My desire to see an end to this unnecessary practice is fueled by a passion that I can not simply explain. I believe in the goodness of people and want desperately to believe that no one sets out to harm Our Planet by releasing Balloons, but sadly these releases continue. I will continue to ask for an Ordinance in Your County as I hope it will serve to educate and be used as a reminder to residents that you will not tolerate litter in any form and that all marine

life, wildlife and domestic animals have a right to not fall prey to selfish releases. Balloons, very simply, belong indoors and under no circumstances do they go to Heaven.

I have been working alongside Senator Bobby Hanig for two years and am proud to say that Bill 20 has now been introduced for consideration. I am asking Commissioners to join together in support of this Bill and share their support with Our elected officials to expedite this Bill into Law and end these releases for good. Many of you have shared your belief that this issue needs to be addressed at the State level and here is Your opportunity to participate in its success. I know You serve Your communities because you love and respect where you live. Before You is a chance to show that Your love reaches farther than Your County borders and extends into the State as a whole.

Please send an email at your earliest possible convenience to Senator Bobby Hanig at Bobby.Hanig@ncleg.gov and let him share your thoughts of support, and copy me at debswick@hotmail.com as well.

I cannot Thank You enough for Your encouragement and supportive words this past year. I look forward to a time when my next correspondence will be one of merely THANK YOU. WE DID IT!

With Much Gratitude,

Debbie Swick
Ban Balloon Releases NC, Founder

Pursuant to North Carolina General Statutes, Chapter 132, email correspondence to and from Caswell County email addresses may be considered public record under the North Carolina Public Records Law and may possibly be disclosed to third parties.



AGENDA FORM

TO: Caswell County Board of Commissioners

FROM: Renee Paschal, Interim County Manager

SUBJECT: Extension Storage Shed MOA

BACKGROUND INFORMATION:

In 2023-24, Cooperative Extension received a Golden Leaf Foundation CBGI grant for \$120,000 to be used for the Agriculture Technology Rental Program to purchase innovative equipment to be rented by small and beginning farmers in the County. \$14,811 of the grant remains and can be used to construct a storage shed to secure and keep the equipment in one location. In the initial plans for the grant, a covered carport was going to be utilized, but in discussion with Bryan Singleton and NC Forestry, there was a need to upgrade the current storage shed that is in disrepair, and by combining resources, a building could be shared for equipment storage and have room for addition equipment. In addition, NC Forestry has agreed to provide \$10,000 towards the project. Extension and Forestry would share the storage shed. The quote on the project is \$24,811. The shed would be built on county property for which Forestry has a 25-year lease. Forestry prefers that the county manage the project to avoid having to go through State Construction, which can be a lengthy and cumbersome process.

STAFF RECOMMENDATION, IF APPLICABLE:

N/A

RECOMMENDED ACTION/MOTION:

Motion to approve the MOA and budget amendment #20

FISCAL IMPACT:

No county general fund dollars will be used for this project

ATTACHMENTS:

MOA
Forestry Lease
Budget Amendment #20

**MEMORANDUM OF AGREEMENT
BETWEEN**

**THE NORTH CAROLINA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES
FOREST SERVICES**

AND

CASWELL COUNTY

This Memorandum of Agreement is entered this day ____ 2025 by and between the North Carolina Department of Agriculture & Consumer Services Forest Services Division (Lessee) (NCDA&CS FS) and Caswell County (Lessor) referred to herein collectively as the "Parties".

Whereas, both NCDA&CS FS and Caswell County are committed to the efficient operation of the Tower facility located at 973 Fire Tower Rd. Yanceyville, NC 27379 Caswell County.

Whereas, NCDA&CS FS and Caswell County, currently have a Twenty-five-year lease which began January 1, 2015, and will terminate on December 31, 2039. All terms of the current lease will remain in place and apply to the construction of a new building to become a part of this lease agreement.

Whereas, Both NCDA&CS FS and Caswell County agree that a one-time payment for the construction of a new 48x40 metal building (equipment shelter) from the NCDA & CS FS will serve as a rental payment for the term of the lease agreement.

Whereas, the one-time payment will be no more than 10,000, and payment will be provided when the invoice is submitted to NCDA FS for the invoiced amount.

Whereas, NCDA & CS FS will be able to use half of the building. (Exhibit attached, Please provide dimensions)

Agreed Upon By & Between

Date
Caswell County Manager

Date
Greg Hicks, Assistant Commissioner
NCDA&CS, Forest Service

Date
Andrew A. Meier, Director
NCDA & CS Property & Construction Division



Find an Authorized Eagle Carports Dealer

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- STYLE 
- SIZE 48x40x13/10 
- SIDES & ENDS 
- ADDITIONAL OPTIONS 
- DOORS, WINDOWS, & FRAMEOUTS 
- COLORS 
- SERVICES 

BUILDING ESTIMATE 

The configurator is currently in beta release. The information below is an estimate only. Final pricing - including pricing adjustments, discounts, delivery, and taxes - will be provided with final quote prior to purchase.

Building Estimate: \$26,502.50
Spring Sale: -\$3,975
Subtotal: \$22,527.50



ROY COOPER
ATTORNEY GENERAL

State of North Carolina

Department of Justice
PO Box 629
Raleigh, North Carolina
27602

Reply to: Mark Teague
Property Control Section
Telephone: (919) 733-7408
FAX: (919) 733-2947
gteague@ncdoj.gov

July 22, 2015

County of Caswell
Attn: Bryan Miller, County Manager
Post Office Box 98
Yanceyville, North Carolina 27379-0098

COPY

**RE: Lease Agreement - County of Caswell
File No. 17-1/PC-15-00012**

Dear Sir:

For your records, please find enclosed the properly executed Lease Agreement with the State of North Carolina.

If you have any questions, please do not hesitate to call.

Very truly yours,

A handwritten signature in black ink, appearing to read "Mark Teague".

Mark Teague
Assistant Attorney General

GMT/ss

Enclosure
CC: NC Forest Service

2015 JUL 23 PM 3:17
NC FOREST SERVICE

COPY

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF CASWELL

THIS LEASE AGREEMENT (hereinafter "Lease"), made and entered into as of the last date set forth in the notary acknowledgements below, by and between, COUNTY OF CASWELL, a political subdivision of the State of North Carolina, hereinafter referred to as "Lessor"; and the STATE OF NORTH CAROLINA, a body politic and corporate, hereinafter referred to as "Lessee." Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH:

THAT WHEREAS, the North Carolina Department of Agriculture and Consumer Services, NC Forest Service has requested and approved the execution of this instrument for the purposes herein specified; and

WHEREAS, the execution of this Lease for and on behalf of Lessee has been duly approved by the Governor and Council of State at a meeting held in the City of Raleigh, North Carolina, on the 7th day of October, 2014; and

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

NOW THEREFORE, in consideration of the Premises, as described herein, the rental hereinafter agreed to be paid and the promises and covenants contained in the terms and conditions hereinafter set forth, Lessor does hereby rent, lease and demise unto Lessee for and during the term and under the terms and conditions hereinafter set forth, the Premises with all rights, privileges and appurtenances thereto belonging.

The terms and conditions of this Lease are as follows:

1. Premises. The "Premises" means that certain tract or parcel of land located at 973 Fire Tower Road, Yanceyville, Caswell County, North Carolina, containing 1.35 acres, more or less, as more particularly described and shown on Exhibit A and Exhibit B attached hereto and incorporated herein by this reference.
2. Term. The term of this Lease is for a period of twenty-five (25) years, commencing on the 1st day of January, 2015 and terminating on the 31st day of December, 2039 (the "Term").
3. Rent. Lessee shall pay to Lessor as rental for the Premises, the sum of ONE DOLLAR (\$1.00) for the Term.
4. Condition of Premises. The Parties acknowledge that Lessee has been in possession of the Premises for more than fifty (50) years under a lease agreement dated March 7, 1960, recorded in Book 136, Page 359, Caswell County Registry, as amended by a supplemental lease

agreement dated February 5, 1969, recorded in Book 154, Page 718, Caswell County Registry. Lessee accepts the Premises in its present condition and agrees that the Premises are suitable for the purposes set forth herein.

5. Use and Equipment. Subject to the terms and conditions of this Lease, Lessee shall use the Premises for purpose of operating, maintaining, repairing, replacing and removing the existing fire look-out tower (the "Tower"), office, shop and storage buildings ("Buildings") situated thereon. Lessee shall not use or knowingly permit any part of the Premises to be used for any unlawful purpose, nor for any purpose or in any manner which is in violation of any present or future Federal, State or local governmental laws or regulations, or which will constitute a public or private nuisance, nor for any business, use, or purpose deemed disreputable or extra hazardous.

6. Fixtures. Lessor hereby acknowledges and agrees that the Tower and the Buildings and any other improvements or trade fixtures constructed or installed on the Premises shall remain the property of Lessee and shall not be, become or be deemed by Lessor to be fixtures upon the Premises.

7. Governmental Approvals and Compliance. During the Term, Lessee shall comply with all applicable laws affecting the Premises and its use and possession thereof. Lessee shall obtain any necessary State or Federal licenses or authorizations required for its use of the Premises and shall comply with government regulations applicable to its operations, including those of the Federal Aviation Administration and the Federal Communications Commission.

8. Repair and Maintenance. Lessee shall, at all times during the Term, at its own expense, put and maintain in thorough repair and in good and safe condition the Tower, the Building and the Premises.

9. Utilities. Lessee shall be responsible for the provision of utilities and all charges associated therewith as maybe necessary for its use of the Premises.

10. Insurance and Liability.

(a) Lessor agrees that Lessee's decision to self insure satisfies all insurance requirements of this Lease applicable to Lessee.

(b) As between Lessor and Lessee, Lessee, subject to the terms of this Lease, will be primarily liable for the negligent or intentional acts or omissions of its agents or employees. As to third parties, Lessee is an immune sovereign and is not ordinarily subject to suit. However, Lessee has enacted Chapter 143, Article 31, of the North Carolina General Statutes (the "Tort Claims Act"), pursuant to which Lessee may be liable for the torts of its officers and employees, within the terms of the Tort Claims Act, and accordingly, Lessee will be primarily liable for any claims within the coverage of the Tort Claims Act.

11. Right to Terminate. Lessee may terminate this Lease, at its option, after giving not less than thirty (30) days notice to Lessor, if:

- (a) The Tower or the Buildings are damaged or destroyed to an extent that prohibits or materially interferes with Lessee's use of the Premises; or
- (b) Lessee determines, in its sole discretion, that the Premises is no longer needed; or
- (c) Funding has not been appropriated, allocated or is otherwise unavailable to the agency of Lessee responsible for payment of expenses associated with this Lease and said agency determines, in its sole discretion, that its has insufficient funds to continue its operations on the Premises.

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

13. Title and Quiet Possession. Lessor represents and warrants to Lessee that Lessor has the full right to make this Lease and that Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this Lease peaceably and quietly have, hold, and enjoy the Premises free from the adverse claims of any person.

14. Holdover. Any hold over after the expiration of the Term, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either Party shall give not less than sixty (60) days written notice to terminate the tenancy.

15. Assignment and Subletting. Lessee shall not assign this Lease without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. Lessee, in its reasonable discretion, shall have the right, subject to the terms hereof, to sublet the Premises in whole or in part.

16. Prohibition on Gifts. North Carolina General Statute §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any employee of Lessee of any gift from anyone with a contract with Lessee, or from any person seeking to do business with Lessee. By execution of this Lease, Lessor attests that Lessor has not offered, accepted, or promised any such gifts and that Lessor is not aware that any such gifts have been offered, accepted, or promised by any of Lessor's employees or agents.

17. Modification. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless made in writing and signed and agreed to by both Parties.

18. Binding Effect. Subject to the provisions herein, this Lease shall extend to and bind the Parties and their heirs, executors, administrators, successors and assigns.

19. Applicable Law. This Lease shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of North Carolina, regardless of conflict of law principles.

20. Effect of Waiver. The failure of either Party to insist in any instance upon strict performance of any of the terms and conditions set forth in this Lease shall not be construed as a waiver of the same in any other instance.

21. Complete Agreement. This Lease represents the entire agreement between the Parties covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties.

22. Severability. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

23. Construction. No provision of this Lease shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.

24. Interpretation. The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various provisions in this Lease and shall in no event be considered otherwise in construing or interpreting any provision in this Lease. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural may be substituted for the singular number in any place or places herein in which the context may require such substitution or substitutions.

25. Terms. Capitalized terms used in this Lease shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

26. Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

27. Memorandum of Lease for Recording. At the request of either Party, Lessor and Lessee shall execute a memorandum of this Lease for recording in the public records at the requesting Party's sole cost and expense. The memorandum of Lease shall set forth the Parties, provide a description of the Premises, specify the Term and incorporate this Lease by reference.

28. Notices. All notices herein provided to be given, or which may be given by either Party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

to Lessee: NC Forest Service
Attn: Lease Coordinator
1616 Mail Service Center
Raleigh, North Carolina 27699-1616

with copy to: State Property Office
Attn: Manager, Leasing and Space Planning Section
1321 Mail Service Center
Raleigh, North Carolina 27699-1321

to Lessor: County Manager
County of Caswell
Post Office Box 98
Yanceyville, North Carolina 27379-0098

Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either Party may be changed by written notice.

[signatures begin on following page]

IN TESTIMONY WHEREOF, this Lease has been executed by the parties hereto, in duplicate originals, as of the dates set forth in the notary acknowledgements below.

LESSOR:

COUNTY OF CASWELL

By: Bryan S Miller
Print Name: Bryan S. Miller
Title: County Manager

ATTEST:

Paula P. Seamster (Seal)
County Clerk

STATE OF NORTH CAROLINA
COUNTY OF Caswell

I, Tonya J. Wingate, a Notary Public in and for the aforesaid County and State do hereby certify that Paula P. Seamster personally came before me this day and acknowledged that he/she is Clerk of the County of Caswell and that by authority duly given and as an act of the County of Caswell, the foregoing instrument was signed by Bryan S. Miller, its County Manager, attested by himself/herself as Clerk and sealed with the common seal.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 9th day of July, 2015.

My Commission Expires: 11-19-2016

Tonya J. Wingate
Notary Public
Print Name: Tonya J. Wingate

Tonya J. Wingate
Notary Public
Caswell County, NC

LESSEE:

STATE OF NORTH CAROLINA

By: Pat McCrory
Governor

ATTEST:

Elaine F. Marshall
Secretary of State

APPROVED AS TO FORM:

ROY COOPER, Attorney General

By: [Signature]
Assistant Attorney General

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Jennell Baughman, a Notary Public in and for the County of Johnston and State of North Carolina, do hereby certify that ELAINE F. MARSHALL, Secretary of State of North Carolina, personally came before me this day and acknowledged that she is Secretary of State of North Carolina, and that by authority duly given and as the act of the State, the foregoing instrument was signed in its name by PAT MCCRORY, Governor of the State of North Carolina, sealed with the Great Seal of the State of North Carolina, and attested by herself as Secretary of State of North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 21st day of July, 2015.

My Commission Expires: 11-21-2016

Jennell Baughman
Notary Public
Print Name: Jennell Baughman

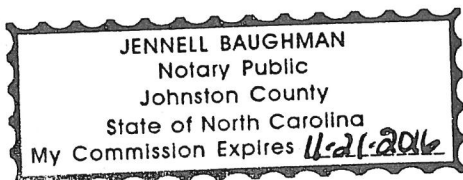
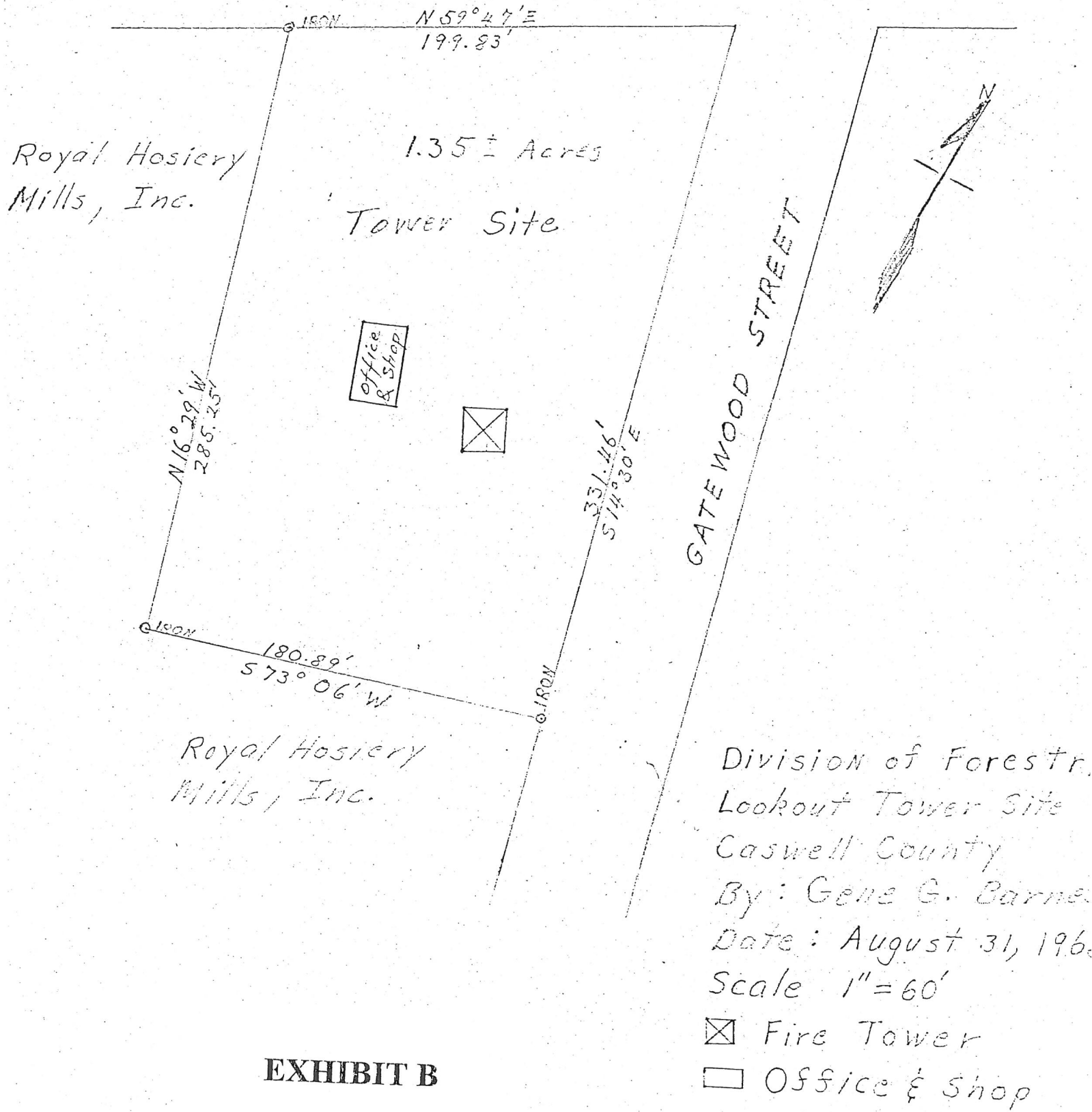


EXHIBIT A

Lying and being in Yanceyville Township, Caswell County, North Carolina and being more particularly described as follows:

Beginning at an iron stake located on the south side of the County Home Road at its intersection with Gatewood Street (aka Firetower Road); thence with the west margin of Gatewood Street South 14 degrees 30 minutes East 331.46 feet to an iron stake and corner with Royal Hosiery Mills, Inc.; thence with the line of Royal Hosiery Mills, Inc. South 73 degrees 06 minutes West 180.89 feet to iron stake; thence North 16 degrees 29 minutes West 285.25 feet to iron stake on the south side of County Home Road; thence with the south margin of the County Home Road North 59 degrees 47 minutes East 199.83 feet to the POINT AND PLACE OF BEGINNING; containing 1.35 acres, more or less, as shown on a map prepared by Gene G. Barnes, dated August 31, 1968, captioned "Division of Forestry Lookout Tower Site" reference to said map, which is attached as Exhibit B, being hereby made for a more particular description of same.

COUNTY HOME ROAD



Royal Hosiery Mills, Inc.

1.35 ± Acres

Tower Site

Office & Shop



N 16° 29' W
285.25'

N 59° 47' E
199.83'

S 14° 30' E
331.46'

S 73° 06' W
180.89'

Royal Hosiery Mills, Inc.

GATEWOOD STREET

Division of Forestry,
Lookout Tower Site
Caswell County
By: Gene G. Barnes
Date: August 31, 1966
Scale 1"=60'

- ☒ Fire Tower
- ☐ Office & Shop

EXHIBIT B

CASWELL COUNTY, NORTH CAROLINA

FISCAL YEAR 2025

Board Meeting: March 17, 2025

BUDGET AMENDMENT NO. 20

Cooperative Extension - Golden Leaf Grant

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 2023-24, Cooperative Extension received a Golden Leaf Grant for \$120,000 to be used for the Agricultural Technology Rental Program. As of June 30, 2024, \$11,811 remained in the grant and requires appropriation for use in FY25.

\$9000 of the grant will be used toward an Equipment Storage Shed to be built in conjunction with NC Forestry.

A \$3000 match from the County fund will be used from Matkins Equipment Fund in Fund 290 which is already appropriated, therefore the amount needed for the shed in the General Fund is \$19,000.

FUND- GENERAL FUND (Fund 100)

DEPARTMENT: Cooperative Extension

		FY25 Current Budget	Increase (Decrease)	FY25 Amended Budget
REVENUES				
Appropriated Fund Balance	1000000 390000	\$ 2,899,222.03	\$ 14,811.00	\$ 2,914,033.03
NC Forestry Contribution	1004950 336428		\$ 10,000.00	
			\$ 24,811.00	
EXPENDITURES				
Golden Leaf Foundation Grant	1004950 569305		\$ 14,811.00	
Capital Outlay	1004950 550000		\$ 10,000.00	
			\$ 24,811.00	

FOR
THE COUNTY OF CASWELL:

ATTEST:

Chair

Clerk to the Board

Date

CASWELL COUNTY, NORTH CAROLINA

FISCAL YEAR 2025

Board Meeting: March 17, 2025

BUDGET AMENDMENT NO. 21

E911 OSBM Grant

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:

Caswell County received a grant for capital improvements to the VIPER Tower, specifically for adding additional channel banks to the existing structure. This project covered upgrades to the Yanceyville tower, which was the county's responsibility, while the Pelham tower was upgraded by the North Carolina State Highway Patrol (NCSHP) as part of a cost-sharing arrangement for the overall project. Currently, the county has no financial investment in this project, as the grant was fully funded with no cost-sharing requirements. Total Expenditures: \$91,063.09, Budget: \$125,000.00, Balance Remaining to Spend: \$33,936.91.

The County requested and received approval from the state to use the remaining fund to purchase portable radio batteries and additional radio equipment that integrates with the tower system, allowing improved communication between field responders and the 911 center.

As the funds were received upfront, they fell to fund balance when not spent. An appropriation of fund balance is needed in order to complete the spend out of the grant.

FUND- GENERAL FUND (Fund 100)

DEPARTMENT: EMS

			FY25 Current Budget	Increase (Decrease)	FY25 Amended Budget
REVENUES					
Appropriated Fund Balance	1000000	390000	\$ 2,923,722.03	\$ 33,936.91	\$ 2,957,658.94
EXPENDITURES					
911 Comm Radio Equipment Grant	1004335	569300	\$ -	\$ 33,936.91	\$ 33,936.91

**FOR
THE COUNTY OF CASWELL:**

ATTEST:

Chair

Clerk to the Board

Date

CASWELL COUNTY, NORTH CAROLINA

FISCAL YEAR 2025

Board Meeting: March 17, 2025

BUDGET AMENDMENT NO. 22

Cooperative Extension: Special Revenue Accounts

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:

Cooperatative Extension has certain restricted revenue streams maintained in the County's Special Revenue Fund where fund received are restrcted for the specific purposes identified. The department is only allowed to expend dollars based on actual funds received, but a budget estimate is still required. The adopted budget did not include the anticipated appropriations. The budget amendment amounts are based on historical patterns. Additionally unexpended funds carry forward each year and budget amendments are needed periodically to increase the appropriation for additional amounts received.

Cooperative Extension uses four different categories, each having there own revenue and expenditure code designations to maintain separate and distinct balances. Any appropriated fund balance amounts represent carryover funds from the previous year that need to be appropriated.

FUND- SPECIAL REVENUE (Fund 290)

DEPARTMENT: Cooperative Extension

				FY25 Current Budget	Increase (Decrease)	FY25 Amended Budget
1. 4H PROGRAMMING						
4H Programming Revenue	2904950	336421	\$	-	\$ 15,000.00	\$ 15,000.00
<i>Coop Ext Appropriated Fund Balance</i>	<i>2904950</i>	<i>390000</i>			\$ 3,886.00	
4H Programming Expenditures	2904950	546400	\$	-	\$ 18,886.00	\$ 18,886.00
2. AG PROGRAMMING						
AG Programming Revenue	2904950	336422	\$	-	\$ 5,000.00	\$ 5,000.00
<i>Coop Ext Appropriated Fund Balance</i>	<i>2904950</i>	<i>390000</i>			\$ 9,307.00	
AG Programming Expenditures	2904950	546401	\$	-	\$ 14,307.00	\$ 14,307.00
3. FAMILY CONSUMER PROGRAMMING						
<i>Coop Ext Appropriated Fund Balance</i>	<i>2904950</i>	<i>390000</i>	\$	-	\$ 1,914.00	\$ 1,914.00
Family Consumer Programming Exp	2904950	546402	\$	-	\$ 1,914.00	\$ 1,914.00
4. MATKINS FUND						
Matkins Appropriated Fund Balance	2904950	390000	\$	-	\$ 11,280.00	\$ 11,280.00
Maintenance & Repair- Equipment	2904950	535200	\$	-	\$ 4,280.00	\$ 4,280.00
Equipment Purchases	2904950	543403	\$	-	\$ 4,000.00	\$ 4,000.00
Capital Outlay- General	2904950	550000	\$	-	\$ 3,000.00	\$ 3,000.00

BOARD OF COMMISSIONERS FOR

ATTEST:

CASWELL COUNTY, NORTH CAROLINA

FISCAL YEAR 2025

Board Meeting: March 17, 2025

BUDGET AMENDMENT NO. 22

Cooperative Extension: Special Revenue Accounts

THE COUNTY OF CASWELL:

Chair

Clerk to the Board

Date

CASWELL COUNTY, NORTH CAROLINA

FISCAL YEAR 2025

Board Meeting: March 17, 2025

BUDGET AMENDMENT NO. 23

Senior Services: Special Revenue Accounts

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:

Senior Services has certain restricted revenue streams maintained in the County's Special Revenue Fund where fund received are restricted for the specific purposes identified. The department is only allowed to expend dollars based on actual funds received, but a budget estimate is still required. The adopted budget did not include the anticipated appropriations. The budget amendment amounts are based on historical patterns. Additionally unexpended funds carry forward each year and budget amendments are needed periodically to increase the appropriation for additional amounts received.

Senior Services uses six different categories, each having their own revenue and expenditure code designations to maintain separate and distinct balances. Any appropriated fund balance amounts represent carryover funds from the previous year that need to be appropriated.

FUND- SPECIAL REVENUE (Fund 290)

DEPARTMENT: Senior Services

			FY25 Current Budget	Increase (Decrease)	FY25 Amended Budget
1. TRAVEL ACTIVITIES					
Travel Revenue - From Participants	2905870 336421	\$	-	\$ 75,000.00	\$ 75,000.00
Travel Expenses	2905870 546600	\$	-	\$ 75,000.00	\$ 75,000.00
2. CLUB ACTIVITIES					
Club Activity Revenue	2905870 336452	\$	-	\$ 20,000.00	\$ 20,000.00
Club Activity Expenditures	2905870 546601	\$	-	\$ 20,000.00	\$ 20,000.00
3. MEALS ON WHEELS CONTRIBUTIONS					
MOW Contributions Revenues -					
Fund Balance	2905870 390000	\$	-	\$ 19,000.00	\$ 19,000.00
MOW Contributions Expenditures	2905870 546604	\$	-	\$ 19,000.00	\$ 19,000.00
4. MEALS ON WHEELS FUNDRAISERS					
MOW Fundraisers - Fund Balance	2905870 390000	\$	-	\$ 2,126.00	\$ 2,126.00
MOW Fundraisers	2905870 546605			\$ 2,126.00	\$ 2,126.00
5. CAREGIVER DONATIONS					
Caregiver Donation Revenues -					
Fund Balance	2905870 390000	\$	-	\$ 3,586.00	\$ 3,586.00
Caregiver Donation Expenditures	2905870 546610			\$ 3,586.00	\$ 3,586.00
6. SENIOR CENTER FUNDRAISERS					

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

**Board Meeting: March 17, 2025
BUDGET AMENDMENT NO. 23**

Senior Services: Special Revenue Accounts

Senior Center Fundraiser Revenues -							
Fund Balance	2905870	390000	\$	-	\$	877.00	\$ 877.00
Senior Center Fundraiser							
Expenditures	2905870	546603			\$	877.00	\$ 877.00

**FOR
THE COUNTY OF CASWELL:**

ATTEST:

Chair

Clerk to the Board

Date

Meeting Date: March 17, 2025



AGENDA FORM

TO: Caswell County Board of Commissioners

FROM: Renee Paschal, Interim County Manager

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

BACKGROUND INFORMATION:

In response to closed session items being released recently, the County Attorney has contacted the UNC School of Government. If the Board of Commissioners wishes to prevent disclosure of closed session items (some of which are protected by law and some of which expose the county to liability), the School of Government recommends that the board amend its code of ethics to make it clear that releasing closed session items prematurely is a violation of the code. The County Attorney is proposing that the following language be added to Section 5:

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

STAFF RECOMMENDATION, IF APPLICABLE:

N/A

RECOMMENDED ACTION/MOTION:

FISCAL IMPACT:

ATTACHMENTS:

Caswell County Board of Commissioners Code of Ethics

Code of Ethics for the
Board of Commissioners of
Caswell County, North Carolina

WHEREAS, public officials are charged with upholding the public trust, and;

WHEREAS, public trust in its elected officials is essential to the orderly and successful conduct of the public's business and government, and;

WHEREAS, the proper operation of democratic representative government depends upon public confidence in the integrity of the government and the responsible exercise of the public trust conferred upon public officials, and;

WHEREAS, it is incumbent upon public officials to conform the exercise of their public duties in an ethical manner which warrants the trust of the public, and;

WHEREAS, Section 160A-86 of the North Carolina General Statutes requires local governing boards to adopt a code of ethics.

NOW THEREFORE, the Caswell County Board of Commissioners adopts the following Code of Ethics as a guide for members of this Board to follow in the course of conducting the business of the public.

CODE OF ETHICS

The purpose of this Code of Ethics is to establish guidelines for ethical standards of conduct for the Board of Commissioners and to assist in the determination of what conduct is appropriate in particular cases. It is not a substitute for the law or the best judgment of a board member.

SECTION 1.

Board members should obey all laws applicable to their official actions and should be guided by the spirit as well as the letter of the law. Mere disagreement with the policy position of another Board member does not warrant a charge of unethical behavior and the making of such a charge is itself unethical.

Board members should endeavor to keep current, using all resources available to them, about new or ongoing legal or ethical issues which they might face in their official duties.

SECTION 2.

Board members should act with integrity and independence from improper influence as they exercise their official duties. For example they should:

- Be unaffected by improper influence while at the same time be open to consideration of the opinions and ideas of others.
- Disclose contacts and information about issues that they receive outside of public meetings and refrain from seeking or receiving information about quasi-judicial matters outside of the quasi-judicial proceeding itself.
- Treat other board members and the public with respect.
- Not reach conclusions on issues until all sides have been heard
- Avoid conflicts of interest
- Board members should make decisions based on the public good and not on their desires or considerations of special interests.

SECTION 3.

a. Board members should avoid impropriety in the exercise of their official duties. Although opinions may vary about what behavior is appropriate in any given situation, this Board will consider impropriety in terms of whether a reasonable person who is aware of all the relevant facts and circumstances surrounding the member's action would conclude that the action was inappropriate.

b. If a board member believes that his or her action, while legal and ethical, may give the appearance of not being so, he or she should seek the advice of the board's attorney and should consider publicly disclosing the facts of the situation and the steps taken, if any, to resolve it.

SECTION 4.

Board members should faithfully perform the duties of their office, and should always keep in mind the trust placed in them by the public. Members should faithfully attend and prepare for meetings, should be willing to bear their fair share of the Board's workload and should be willing to put the Board's interests above their own in the conduct of the public's business.

SECTION 5.

Board members should conduct the affairs of the Board in an open and public manner, comply with all applicable laws governing open meetings and public records and should respect the sanctity of closed sessions.

Adopted this 4th day of December, 2017.


Bryan Miller, County Manager


Nathaniel Hall, Chairman



AGENDA FORM

TO: Caswell County Board of Commissioners

FROM: Renee Paschal, Interim County Manager

SUBJECT: Motion to approve amendment to Jail Food Service Contract

BACKGROUND INFORMATION:

In accordance with the food service agreement signed in 2020, the cost of meals increase annually in accordance with the Consumer Price Index (All Urban Consumers, US City Average, Food Away from Home).

STAFF RECOMMENDATION, IF APPLICABLE:

N/A

RECOMMENDED ACTION/MOTION:

- Motion to approve the amendment to the jail food service contract

FISCAL IMPACT:

Based on a preliminary estimate, it appears that jail food line item will exceed budget by approximately \$10,000. It is unlikely that the jail budget will be able to absorb this increase.

ATTACHMENTS:

2020 Food Service Agreement
2025 Amendment

FOOD SERVICES AGREEMENT

THIS AGREEMENT is made by and between the Caswell County, North Carolina ("Client"), and Trinity Services Group, Inc., a Florida corporation with principal offices located at 477 Commerce Boulevard, Oldsmar, FL 34677-3018 ("Trinity").

WITNESSETH:

WHEREAS, Client has issued a Request for Proposal for Inmate Food Services at the Caswell County Detention Center ("RFP") and Trinity submitted its proposal to provide the necessary food services ("Proposal"); and

WHEREAS, Client desires to accept the Proposal and avail itself of Trinity's services;
and

WHEREAS, Trinity desires to perform such services for Client;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

SECTION 1. CLIENT'S GRANT TO TRINITY

Client grants to Trinity, as an independent contractor, the right to operate inmate food services at Caswell County Detention Center cafeteria (such location hereinafter referred to as the "Premises") as provided in the RFP, and the right to serve to inmates, staff, and other persons at such Premises food products, non-alcoholic beverages, and other such articles ("Products") as provided in the RFP and as shall be approved by the Client (such food service hereinafter referred to as "Services").

SECTION 2. TRINITY'S RESPONSIBILITIES

2.1. Pursuant to the terms, conditions and requirements of the RFP, including but not limited to the Proposal, all of which are incorporated herein by this reference, and the provisions of this Agreement, Trinity will operate and manage its Services hereunder at the Premises and keep its Services adequately serviced and supplied with appropriate merchandise and food products of good quality at prices as agreed upon by the parties. Such Services shall meet or exceed the North Carolina Jail Standards regarding food service, including but, not limited to the requirements of Sections 10A NCAC 14J.0901-0903, of the North Carolina Administrative Code, and the additional requirements set forth in the RFP.

2.2. Trinity agrees: (i) to comply with PREA standards; (ii) to comply with all Federal, state, and local laws and regulations, including, but not limited to, those governing the preparation, handling, and serving of foods; (iii) to procure, post as required by law and keep in effect all necessary licenses, permits, and food handler's cards required by law; (iv) meet all guidelines as prescribed by the American Correctional Association regarding food service. Trinity agrees to pay all Federal, state, and local taxes which may be assessed against Trinity's equipment or merchandise while in the Premises, as well as all Federal, state, and local taxes assessed in connection with the operation of its Services at the Premises. All costs in connection with such taxes (excluding Client's real estate and personal property taxes) referred to herein, licenses, permits, and food handler's cards, shall be a cost of business and will be charged to the operation of the business and borne solely by Trinity. Except in circumstances in which the Client is exempt from sales tax, Trinity shall bill and Client shall pay for all applicable sales taxes.

2.3. Trinity shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to such health examinations as proper city, state, or Federal authorities may require in connection with their employment in addition to security background screening as permitted by law to include criminal background checks conducted by the Client. All persons employed by Trinity will be the employees of Trinity, and not of the Client, and will be covered by employee dishonesty coverage. The Client may refuse access to any Trinity employee. Trinity shall be solely responsible for all employment withholding, social security, and other taxes on the wages of its employees. Trinity agrees to comply with applicable Federal, state, and local laws and regulations pertaining to wages and hours of employment.

2.4. Trinity shall perform all necessary cleaning of the food service equipment, foodservice preparation areas, and floors in the storage and food service preparation areas. Trinity agrees to maintain conditions of sanitation and cleanliness in accordance with applicable laws.

2.5. All records shall be kept on file by Trinity for a period of three (3) years from the date the record is made and Trinity shall, upon reasonable notice, give the Client or its authorized representative the privilege during normal business hours of inspecting, examining, and auditing such of Trinity's business records which are solely and directly relevant to the financial arrangements set forth in Exhibit A. The cost of such inspection, examination, and audit will be at the sole expense of the Client and such inspection, examination, and audit shall be conducted at the Trinity locations where said records are normally maintained. Such information shall be deemed Confidential Information and shall be subject to the terms of Section 12 herein.

2.6. Trinity agrees that Trinity's employees and agents shall comply with, and observe, all applicable rules and regulations concerning conduct on the Premises that Client imposes upon Client's employees and agents.

2.7. Trinity agrees to be responsible for the repair and/or replacement of any equipment due to its employees' negligent acts or omissions but not due to the acts or omissions of inmates. This does not include the repair or maintenance for normal equipment wear and tear and other responsibilities of the Client as defined in Section 3.

2.8. In connection with Services provided hereunder, Trinity shall purchase inventory, equipment, and services from various sellers and vendors selected by Trinity at its sole discretion (each a "Vendor"). Purchases from Vendors shall be made under such terms Trinity deems in its sole discretion as acceptable ("Vendor Terms"). All Vendor Terms are the exclusive obligation and property of Trinity. Client does not have any liability under, or any right to, any Vendor Terms and no Vendor Terms will operate to reduce or otherwise affect the amount or performance of Client's Obligations.

SECTION 3. CLIENT'S RESPONSIBILITIES

3.1. Client shall, without cost to Trinity, provide Trinity with the necessary space for the operation of its Services, and shall furnish, without cost to Trinity, sufficient inmate labor and all utilities and facilities reasonable and necessary for the efficient performance of Trinity's services hereunder, include, but not limited to, the following: heat, hot and cold water, steam, gas, lights and electric current, garbage removal services, exterminator services, sewage disposal services, and office space.

3.2. Client shall, at its own cost and expense, provide all food equipment, facilities, and floor space as mutually agreed is necessary for the efficient provision of Trinity's Services hereunder. The Client will maintain, repair, and replace said equipment and facilities at its own expense. Notwithstanding the foregoing, if equipment provided by Client becomes inoperative, hazardous, or inefficient to operate Trinity shall notify Client and have the right to effect repairs or replacements at the expense of the Client, if the Client fails to do so after a reasonable amount of time after notice of said equipment deficiency. Furthermore, during such time period when the equipment is inefficient, hazardous, or fails to operate Client shall, if applicable, pay the cost of all paper products used during such time period. Client shall permit Trinity to have the use of all such equipment and facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. All equipment and items of equipment furnished by Client to Trinity are the sole property of the Client, and Trinity will not change, deface, or remove any symbol or mark of identity from said equipment furnished by the Client.

3.3. Client will be responsible, at no cost to Trinity, for all necessary cleaning of walls, windows, and electric light fixtures and all necessary scrubbing, mopping, and polishing of floors in any and all dayroom and dining areas. All such cleaning shall be accomplished by Client staff or inmate workers and supervised by Client staff and shall be performed on a schedule determined by agreement between the Client and Trinity.

3.4. Client will reimburse Trinity for all paper products used during lock down events.

3.5. Client shall not, during the term of this Agreement nor for one (1) year following its termination or expiration, solicit to hire, hire, or contract with any employee or former employee of Trinity or any of its subsidiaries. In the event that Client breaches the terms of this provision, Client shall pay Trinity an amount equal to the annual salary of such Employee. This provision shall not apply to any person who was employed by the Client prior to being employed by Trinity.

3.6. Client shall pay all real estate taxes with respect to the Premises, and Client shall pay all personal property taxes and similar taxes with respect to Client's equipment located in the Premises.

SECTION 4. FINANCIAL ARRANGEMENTS

The financial arrangements of this Agreement are set forth in Exhibit A, which is attached hereto incorporated herein and made a part hereof as if fully set forth in this Agreement.

SECTION 5. INDEMNIFICATION AND INSURANCE

5.1. Each Party to this Agreement shall be responsible for its own acts and omissions, and, Trinity shall indemnify and hold Client harmless the other and its officers, employees and agents thereof, from and against any and all claims, suits, proceedings, liabilities, losses, damages, costs and expenses whatsoever, including reasonable counsel fees and the reasonable costs associated with the retention of consultants or experts, arising out of or resulting from any bodily injury, death, sickness, property damage or other injury or loss caused by or arising from the non-compliance with any applicable law, or the alleged or actual breach of this Agreement or any negligent act or omission attributable to the indemnifying party, its managers, members, officers, employees, agents or subcontractors in the performance of

their obligations under this Agreement (except to the extent caused by the negligent act or omission of Client, its employees, or agents). The provisions of this Section shall survive the expiration or termination of this Agreement.

5.2. Notification of an event giving rise to an indemnification claim ("Notice") must (a) be received by the indemnifying party on or by the earlier of a date thirty (30) days subsequent to the date which such event was or should have been discovered or ninety (90) days subsequent to the effective termination date of this Agreement; and (b) include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to, and conditioned upon, compliance with the Notice provisions hereunder.

5.3. Trinity shall obtain and maintain insurance as required by the terms of the RFP.

5.4. Client shall obtain and maintain insurance for the operation of the Premises, its equipment, offices, and utilities in such amounts under such policies as appropriate.

SECTION 6. COMMENCEMENT AND TERMINATION

6.1. Unless sooner terminated as provided herein, the term of this Agreement shall be for four (4) years beginning on August 1, 2020 and continuing for consecutive one (1) year terms from year to year thereafter.

6.2. Either party may terminate this Agreement, for any reason, by providing notice of said termination in writing ninety (90) days prior to the proposed termination date.

6.3. If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons stated in Section 8 herein, the party claiming such failure shall give the other party a written notice of such breach. If, within sixty (60) days from such notice the failure has not been corrected, the injured party may cancel the Agreement effective thirty (30) days after the end of said sixty (60) day period.

6.4. Upon the termination or expiration of this Agreement, Trinity shall, as soon thereafter as is feasible, vacate all parts of the Premises occupied by Trinity, and where applicable, remove its property and equipment and return the Premises to Client, together with all the equipment furnished by the Client pursuant to this Agreement, in the same condition as when originally made available to Trinity, excepting reasonable wear and tear and fire and other casualty loss.

SECTION 7. INDEPENDENT CONTRACTOR RELATIONSHIP

Trinity shall be an independent contractor and shall retain control over its employees and agents. The employees of Trinity are not, nor shall they be deemed to be, employees of Client and employees of Client are not, nor shall they be deemed to be, employees of Trinity.

SECTION 8. EXCUSED PERFORMANCE

If the performance of any terms or provisions herein (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, pandemics, Acts of God or Nature, or any other reason whatsoever which is not within the control of the party whose

performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

Trinity shall not be subject to fines or other charges if the performance of any terms or provisions of the Agreement shall be delayed or prevented because of Trinity's compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, shortages, strikes, lockouts, differences with workmen, fires, floods, pandemics, Acts of God or Nature, or any other reason whatsoever which is not within Trinity's control and which, by the exercise of reasonable diligence, Trinity is unable to prevent.

SECTION 9. ASSIGNMENT

Neither Trinity nor Client may assign or transfer this Agreement, or any part thereof, without the written consent of the other party, except the parties may, without prior approval and without being released from any of their responsibilities hereunder, assign this Agreement to an affiliated company or wholly owned subsidiary.

SECTION 10. ENTIRE AGREEMENT AND WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Trinity's Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by the duly authorized representatives of Trinity and Client. This Agreement supersedes all other agreements between the parties for the provision of Trinity's Services on the Premises.

SECTION 11. NOTICES

All notices to be given under this Agreement shall be in writing and shall be served either personally, by deposit with an overnight courier with charges prepaid or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the address stated below or at any other address as designated by one party upon notice to the other party. Any such notices shall be deemed to have been given (a) upon the first business day following personal service; or (b) one (1) business day after deposit with an overnight courier; or (c) three (3) business days after deposit in the United States mail.

If to Client: Caswell County Sheriff's Office
Attn: Caswell County Sheriff
231 County Park Road
Yanceyville, NC 27379

If to Trinity: Trinity Services Group, Inc.
Attn: Chief Operating Officer
477 Commerce Boulevard
Oldsmar, FL 34677-3018

With copy to: Trinity Services Group, Inc.
Attn: General Counsel
1260 Andes Boulevard
St. Louis, MO 63132

SECTION 12.**CONFIDENTIALITY**

In the course of providing Services hereunder, the parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other party which includes, but is not limited to, Client security means and methods, recipes, food service surveys and studies, management guidelines, procedures, operating manuals, and software, all of which shall be identified as confidential ("Confidential Information"). The parties agree, to the extent permitted by law, to hold in confidence and not to disclose any Confidential Information during, and for two (2) years after, the term of this Agreement, except that the parties may use or disclose Confidential Information (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) is in the possession of either party at the time of disclosure and is not acquired directly or indirectly from the other party; (e) is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by order during the course of a judicial or regulatory proceeding or as required by a governmental authority. The parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other party. Each party's Confidential Information shall remain the exclusive property of the party and shall be returned by the party to the other party upon termination or expiration of this Agreement. In the event of any breach of this provision, the parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to them at law. This provision shall survive the termination or expiration of this Agreement.

SECTION 13.**INFORMATION TECHNOLOGY SECURITY**

In connection with the services being provided hereunder, Trinity may need to operate certain information technology systems not owned by the Client ("Non-Client Systems"), which may need to interface with or connect to Client's networks, internet access, or information technology systems ("Client Systems"). Trinity shall be responsible for all Non-Client Systems, and Client shall be solely responsible for Client Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Trinity serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then Trinity will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If Non-Client Systems interface with or connect to Client Systems, then Client agrees to implement forthwith upon request from Trinity, at its own expense, the changes to the Client Systems that Trinity reasonably requests and believes are necessary or prudent to ensure Trinity's compliance with the Data Protection Rules. Each party shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable attorneys' fees) to the extent caused by the indemnifying party's failure to comply with its obligations in this Section.

SECTION 14.**EXECUTION**

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the Parties. The Parties may execute this Agreement and any amendment hereto by an exchange of scanned and emailed executed

copies. In the event of such an exchange, this Agreement and any applicable amendment shall become binding and any scanned and emailed signed copies shall constitute admissible evidence of the existence of this Agreement and applicable amendment.

SECTION 15. DISPUTE RESOLUTION AND GOVERNING LAW

This Agreement shall be governed by the laws of the State of North Carolina and any dispute, controversy, claim, or disagreement arising out of or relating to this Agreement or the breach, termination, validity, or enforceability of any provision of this Agreement (each a "Dispute") not remedied within thirty (30) days after the parties use their best efforts to resolve and settle such Dispute by consulting and negotiating with each other in good faith and attempting to reach a just and equitable solution satisfactory to both parties, may be submitted to a court of competent jurisdiction within the State of North Carolina. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Caswell County or in the Federal District Court for the Middle District of North Carolina, Greensboro division.

SECTION 16. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The parties shall comply with all federal, state and local laws as required including, but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Act of 1974, as amended. The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a) (7), 60-250.5 and 60-741.5, if applicable.

SECTION 17. GOVERNMENTAL IMMUNITY

Client, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

SECTION 18. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, Trinity understands that it is a requirement of this Agreement that Trinity and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Trinity agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal EVerify program and standards as promulgated and operated by the United States Department of Homeland Security, and Trinity shall require its subcontractors to do the same. Upon request, Trinity agrees to provide Client with an affidavit of compliance or exemption.

SECTION 19. DEBARMENT

Trinity hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. Trinity must notify Client within thirty (30) days if debarred by any governmental entity during this Agreement.

SECTION 20. DIVESTMENT

Trinity hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

SECTION 21. NONAPPROPRIATION

If the Caswell County Board of County Commissioners does not appropriate the funding needed by the Client to make payments under this Agreement for a given fiscal year, the Client will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the Client will promptly notify Trinity of the nonappropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the Client which is attributable to nonappropriation of funds shall constitute a breach of or default under this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Caswell County, North Carolina

By: *Bryan S. Miller*

Printed Name: Bryan S. Miller

Title: County Manager

Date: 7/29/2020

Trinity Services Group, Inc.

By: *David M. Miller*

Printed Name: David M. Miller

Title: Chief Operating Officer

Date: 10/20/20

This instrument has been preaudited in the matter required by the Local Government Budget and Fiscal Control Act.

Dorndolyn Vaughn
Caswell County Finance Officer

**EXHIBIT A
FINANCIAL ARRANGEMENTS**

I. PRICE PER MEAL

Client shall pay Trinity the price per meal as detailed in the scale that is attached hereto as Schedule 1 and incorporated herein by this reference, which scale is based on the number of inmate meals ordered or served, whichever is greater. To the extent Trinity's receipts are less than Trinity's costs and expenses for providing such meals, Trinity shall bear all losses. To the extent Trinity's receipts exceed its costs and expenses, Trinity shall be entitled to all profits therefrom.

Meal prices shall be adjusted annually, effective on the anniversary date of the Contract, by an amount equal to the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home. Annual price adjustments shall be based on the most current data available sixty (60) days prior to the contract anniversary date and shall be communicated to the Client not less than ten (10) days prior to the effective date of the new prices.

In the event of material cost changes in federal, state, or local taxes including, but not limited to, social security taxes, unemployment taxes or payroll based taxes or an increase in the minimum wage rate or the implementing regulations or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity; and/or an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate or otherwise, it is agreed that the parties shall adjust the meal prices to reflect said increases. If other material conditions change due to causes beyond Trinity's control, including, but not limited to a change in the scope of services, menu changes requested by the facility, decreases in inmate population or the availability of inmate labor or changes in federal, state or local standards or regulations or other unforeseen conditions beyond Trinity's control, it is agreed that the parties shall adjust the meal prices to reflect the impact of the change in circumstances.

II. PAYMENT TERMS

Trinity shall invoice Client each week, in arrears, for the total amount due from Client as the result of the number of meals served in the preceding week. Client shall pay the invoice amount within thirty (30) days of date of the invoice from Trinity. All past due amounts due Trinity will be subject, at the option of Trinity, to a service charge equal to one and one half percent (1.5%) per month of the unpaid balance.

III. BASIS OF FINANCIAL TERMS

The financial terms of this Agreement have been negotiated between the parties upon the condition that Trinity will operate its Services at the same points of service and remain in operation under the same operating standards as agreed at the time of execution of this Agreement. If Client desires Trinity to change the operation or scope of its Services, Client and Trinity shall mutually agree on the appropriate financial adjustments for the requested changes.

IV. EQUIPMENT INVESTMENT

Trinity shall provide Client with a capital investment in the amount of Eight Thousand Two Hundred Dollars (\$8,200) for the purpose of purchasing necessary food service equipment for use at the Premises ("Capital Investment"). The Capital Investment will be amortized over forty-eight (48) months (August 1, 2020 through July 31, 2024). Should the Agreement expire or be terminated prior to July 31, 2024, the full forty-eight (48) month Capital Investment amortization period, Client agrees to repay Trinity the unamortized value of the Capital Investment within thirty (30) days of the Agreement's expiration or termination. For example, if Client terminated this Agreement with ten (10) months remaining, Client would be responsible for reimbursing Trinity the unamortized amount of One Thousand Seven Hundred Eight Dollars and Thirty-Three Cents (\$1,708.33) or $(\$8,200/48 \text{ months} \times 10 \text{ months remaining})$.

All equipment purchased with the Capital Investment (whether by Client or Trinity) will be the property of the Client, subject to the repayment obligations of this Section, and Client will be responsible for paying all sales taxes assessed on the equipment unless Client is exempt from the payment of sales tax. The Client will maintain, repair, and replace all food service equipment at its own expense in accordance with Section 3.2. Client shall permit Trinity to have the use of all such equipment in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof.

**SCHEDULE 1
SCALE**

<u>FROM</u>		<u>TO</u>	<u>PRICE</u>
10	-	19	\$9.958
20	-	29	\$5.834
30	-	39	\$4.262
40	-	49	\$3.432
50	-	60	\$2.920
61	-	70	\$2.595
71	-	80	\$2.360
81	-	90	\$2.182
91	-	100	\$2.043
101	-	above	\$1.928

The price increment will be determined by adding the total number of billable inmate meals ordered or served to inmates for the billing week, whichever is greater, and dividing by 21. Staff/visitor meals will be billed at the same price as the inmate meal for that specific week, unless otherwise negotiated. Sales taxes are not included in the price per meal.



Confirmation Copy

February 3, 2025

Caswell County Sheriff's Office
Attn: Sheriff Tony Durden
231 County Park Road
Yanceyville, NC 27379

RE: Food Service Agreement for Inmate Meals

Dear Sheriff Durden:

It is an honor and a privilege to provide inmate food services at the Caswell County Detention Center. Pursuant to our Agreement, meal prices are to be adjusted annually equal to the change in the Consumer Price Index, Food Away From Home. Based on the relevant Index data (copy enclosed), the change in the Index over the last year was 3.6%. I have attached an updated meal price scale to reflect the agreed adjustment. These prices will be effective January 6, 2025.

If this meets with your approval, please sign and return the enclosed confirmation copy of this letter. Of course, please let me know if you have any questions regarding this request.

Trinity sincerely appreciates the opportunity to serve Caswell County. Thank you for your business. We will always strive to exceed our client's expectations and I urge you to call me if you ever have any questions or concerns regarding the food services we provide.

Very truly yours,

Tom Phillips
District Manager
(757) 373-4634
Tom.Phillips@TrinityServicesGroup.com

Approved:

Sheriff Tony Durden

Date: _____



TRINITY SERVICES
GROUP, INC.

Caswell County Detention Center

Price Per Meal Scale

Effective January 6, 2025

SCHEDULE 1
SCALE

FROM	TO	PRICE
10	19	\$11.629
20	29	\$6.813
30	39	\$4.977
40	49	\$4.008
50	60	\$3.410
61	70	\$3.031
71	80	\$2.756
81	90	\$2.548
91	100	\$2.386
101	above	\$2.252

The price increment will be determined by adding the total number of billable inmate meals ordered or served to inmates for the billing week, whichever is greater, and dividing by 21. Staff/visitor meals will be billed at the same price as the inmate meal for that specific week, unless otherwise negotiated. Sales taxes are not included in the price per meal.

Meeting Date: March 17, 2025



AGENDA FORM

TO: Caswell County Board of Commissioners

FROM: Renee Paschal, Interim County Manager

SUBJECT: Set Special Meetings for Manager Recruitment

BACKGROUND INFORMATION:

In reviewing the process for hiring a county manager, the board approved setting dates as follows:

- March 25 at 4 pm
- Week of April 7 for review of screening: This can be done in conjunction with the work session; staff recommends meeting at 4 pm to handle this item first
- Week of April 14 for interviews: Will need 4-5 hours, either all morning or all afternoon.

With the recent vacancies on the Board of Commissioners, NCACC Outreach Association Amy Cannon recommends filling at least one of the vacancies prior to holding interviews. This may move the schedule for interviews to May.

PLEASE BRING YOUR CALENDARS TO SET THESE DATES.

STAFF RECOMMENDATION, IF APPLICABLE:

N/A

RECOMMENDED ACTION/MOTION:

FISCAL IMPACT:

ATTACHMENTS: