

CASWELL COUNTY BOARD OF COMMISSIONERS
MEMBERS PRESENT

JULY 19, 2021
OTHERS PRESENT

David J. Owen, Chairman
Jeremiah Jefferies, Vice Chairman
John D. Dickerson
Nathaniel Hall
Rick McVey
Steve Oestreicher
William E. Carter (Joined Remote)

Bryan Miller, County Manager
Carla R. Smith, Clerk to the Board
Debra Ferrell, The Caswell Messenger
Brian Ferrell, County Attorney (Joined Remote)

The Board of Commissioners for the County of Caswell, North Carolina, met in regular session on Monday, July 19, 2021, at 6:30 pm in the Historic Courthouse.

WELCOME

Chairman Owen called the meeting to order and paused for a moment of Silent Prayer. Then the Board of Commissioners and all the guest in attendance recited the Pledge of Allegiance.

PUBLIC COMMENTS

The following public comments were made during the meeting:

David Wrenn of 130 Shady Grove Rd in Providence voiced his opposition to moving the confederate memorial in the Square. A group was organized and gathered 1,100 names to keep the memorial where it is.

Attorney Edward Phillips spoke on behalf of a group, who are against moving the monument. Attorney Phillips referenced General Statute § 100-2.1. Protection of monuments, memorials, and works of art. The Supreme Court and the State of NC Court of Appeals are going to speak on this issue, and he urged the Board to put the brakes on making a decision.

Jerry Sykes of 896 Alvis Boswell Rd spoke against moving the statue and asked that we educate ourselves before making a decision to move the statue.

Jeff McGhee of 4121 Old Highway 86 North spoke against moving the statue because Caswell County needs to abide by the law.

Ed Clark of Danville, VA spoke against moving the statue.

Ron Searce from Pittsylvania County spoke against moving the statue. The statue is part of our history and honors those who sacrificed their lives in the war. We need to stand up to the “Woke Crowd”.

Tony Londy of Danville, VA spoke against moving the statue. He asked why is it that when people are getting along someone brings up a wedge issues to separate us. He thinks the statue is like a tomb of the unknown soldiers in Caswell County.

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Albert Anderson of 135 Fire Department Drive spoke against moving the statue. His grandfather was a soldier, and the soldiers need a monument.

Thomas May of Alamance County feels Caswell needs to follow the lead of Alamance and don't move the memorials unless we get approval from the Historical Commission. If Caswell wants to move the statue, we need to follow the appropriate steps. He spoke against moving the monument.

Thomas Wright of 559 George Russell Rd spoke of an error in the notes from the June 21, 2021 meeting minutes. He passed out packets to the Commissioners and one date is incorrect.

Rev. Bryon Shoffner of 150 Shoffner Loop Rd spoke of the health issues in the Anderson area. He wants a stop to the polluting in their neighborhood.

Vaughan Brandon of 769 Clubhouse Drive in Blanch feels that taking the statue down will lead to other monuments being removed.

Julious Stokes of 306 Country Road feels slavery has just started being corrected. As a people we are learning, but some are miseducated. He feels Caswell needs to properly educate people and correct what is wrong.

Tyler Slade of 4496 Hodges Dairy Road said we need to come together as Americans. He spoke in favor of moving the statue.

Shannon Moretz of 1117 Deere Trail in Cherry Grove said we need to preserve history. She said keep the statue if you want, but don't let anyone claim racism is not a thing.

Ricky Pritchett of Walters Mill Road spoke against moving the monument. He read the inscription on the monument, which states "To the sons of Caswell County, who served in the War of 1861-1865 and answered to the call of their country in whatever event may face our national existence. May God give us the will to do what is right. That like our forefathers, we may impress our time with the security and steadfastness of our lives." We need to learn from our history so that it doesn't repeat itself.

Randy Poole of Jones Road in Pelham said we need to find the root of the cause.

RECOGNITIONS

Chairman Owen recognized Regina Cardwell as the Community Medic. Regina was recognized for helping a resident get medicine and food, who did not have the means to do so. She is making a positive mark in the community.

PRESENTATION

Redesign of Court Square:

On November 30, 2020, the Board of Commissioners directed staff and necessary boards and committees to pursue the redesign of the Square, with the first step being developing a plan to relocate all monuments. That plan would include location, cost, associated aspects of the relocation and include strategic community input. After a roll call vote, the motion carried unanimously. The initial step in developing the plan was to solicit strategic community input into

the redesign process. The survey results from the process used to gather the community input will be presented to the Board of Commissioner tonight. The next step the Board will need to take is to determine to which location each existing monument will be relocated. After this process is complete, staff can more accurately determine cost and associated aspects of the redesign plan. County Manager Bryan Miller introduced Tim Schwantes from Healthy Places by Design, the company we engaged to do the survey and compile the survey results.

Mr. Schwantes said he appreciated the work that Caswell has done that other counties are still trying to figure out. Health is defined both as physical health as well as mental health. The public comments are needed to recreate a space that is useful to all the residents and visitors. Mr. Schwantes gave a brief review of Healthy Places by Design before getting into the results of the survey. Input was gathered from stakeholder groups and the residents of Caswell County. How do people envision the Courthouse square? Where should the monuments be relocated if that were to happen? 19 Stakeholder groups were sent the survey, which consist of 11 questions. The survey was open from April 8-23. Approximately 150 people completed the survey. There were questions pertaining to demographics, how you feel about Caswell County, and the redesigning of the square and the monuments. 8% responded that they lived in Caswell County less than 12 years. About 60% have lived in Caswell County for more than 12 years and 30% don't live in the county. The largest group to reply to the survey was the N.L. Dillard class of 1966. Regarding race and ethnicity 64% were African Americans and 27% were Whites that responded to the survey. This is a misrepresentation of the census data for the county. People who are most passionate for or against an issue or is most impacted by an issue are most likely to give their opinion.

Recess

Chairman Owen asked Mr. Schwantes to pause the presentation for a brief recess so that people could leave the room.

When the presentation continued, Mr. Schwantes went over the other questions that were on the survey. What makes Caswell County a welcoming place to live and visit? The responses included family, friendly, quietness and peacefulness, small town, open spaces, rural settings, and others. Then the survey asked how Caswell County could be more welcoming? The responses were placed into 4 categories, which included economic development, inclusivity and diversity, recreation and outdoors, and miscellaneous reasons. The biggest part of the survey was the choice to relocate the 4 monuments if they were moved. When the results were combined, people would like to see the World War I monument, Veterans monument and the Confederate Soldier moved to the Historic Courthouse, and the N.L. Dillard Monument moved near the Senior Center. Other locations to be considered is no change leave the monuments as is. Other answers included the Veterans Memorial for the World War I monument, the Veterans Monument and the Confederate Soldier Monument and the Gunn Memorial Library for the N.L. Dillard Monument. To make the square more welcoming, the space was re-envisioned with public seating or benches, having a gazebo or water feature, flowers, walkway, shade trees, sculptures by local artists, and more. Public spaces play many roles in communities, one of the foremost being the welcome mat. Their designs, locations, aesthetics, and uses tell visitors and residents a lot about the values, culture, and identity of a place. The next step is to get further engagement in the process.

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Commissioner Dickerson asked what the cost of this presentation was, and County Manager Miller replied the Board approved \$5,000 for Healthy Places by Design to design the survey, conduct the survey, do the analysis of the survey, and present it to the Board. Then Commissioner Dickerson asked about the cost of redesigning the square. The cheapest cost Commissioner Dickerson found where 4 monuments were moved was \$220,000 and there may be additional cost of any legal action taken on the county. Commissioner Dickerson asked don't we have better things to spend money on in Caswell County.

Chairman Owen reminded everyone that the Board has not voted to relocate any monuments. The next step is to decide where we would move the monuments should the Board vote to move them so that we can get the cost analysis done. Commissioner Dickerson said in light of the presentation, the advice of Attorney Phillips, and what we are facing as a county, Dickerson made a **motion** to stop all consideration on moving these monuments. Commissioner Carter seconded the motion. Commissioner McVey felt the Board needed to speak with their Attorney in Closed Session before making a decision. After a roll call vote, the **motion died** on the floor.

(Commissioners Dickerson and Carter voted in favor of the motion and Commissioners Hall, Jefferies, Owen, McVey, and Oestreich voted against stopping all consideration of moving the monuments). The consensus of the Board was to talk with the County Attorney.

Public Comment read from Elin Claggett, residing at 108 Jaye Lane, Providence, NC.

I would like this comment recorded verbatim.

On June 21, 2021, you had a Public Hearing on the FY 2021-2022 Budget. There were 5 speakers who commented. Chairman Owen cut off my statement at 3 minutes and it were subsequently continued by John Claggett for 2 additional minutes. The entire Public Hearing lasted 15 minutes. In the minutes from this meeting my comments are summarized as "Elin Claggett of 108 Jaye Lane in Providence spoke on issues with the budget regarding the Detention Center and Public Schools". John Claggett's comments were similarly summarized as ". . .spoke on the budget regarding Maintenance, CoSquare and Vehicles."

In the past 10 years, our public comments were recorded verbatim so that was a reasonable expectation. The point of public hearing is to have expressed concerns become public record. For example, the Detention Center comments included concerns that projected expenditures exceed revenues, anticipating more than \$1 million deficit this year. The Public Schools redundantly requested \$552,000 in Capital Outlay for items listed to be covered by their Stimulus Relief Funds. Economic Development and CoSquare are budgeted to lose \$192,911. Over the past year, vehicle lease budget has increased from \$104,706 to \$342,106 and the County has approximately 1 vehicle for every 2 employees.

The brevity of statements in the minutes do not reflect the content or intent of our statements nor the concern of citizens. A copy of our public comments was recorded as well as handed and emailed to the Clerk of the Board.

I am requesting that Public Comments made by Elin Claggett and John Claggett during the Public Hearing on the FY 2021-2022 Budget Hearing be entered into the minutes of that meeting verbatim, as has been done over the past decade. Please address this as you approve these minutes today.

Thank you

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Chairman Owen said we will address that and remove the June 21st minutes until they are corrected. Then the Board took a brief recess.

AGENDA

APPROVAL OF AGENDA:

A **motion** was made by Commissioner McVey and seconded by Commissioner Jefferies and **carried unanimously** to approve the Agenda.

APPROVAL OF CONSENT AGENDA:

Chairman Owen said we are going to remove the June 21, 2021 minutes until we get those corrected. Hearing no other corrections, Commissioner Oestreicher made a **motion** to approve the minutes with the exception of June 21, 2021 minutes. The motion was seconded by Commissioner McVey and **carried unanimously**.

- a. May 24, 2021 Budget Meeting Minutes
- b. June 1, 2021 Budget Meeting Minutes
- c. June 11, 2021 Budget Meeting Minutes
- d. June 23, 2021 Budget Meeting Minutes
- e. June 25, 2021 Budget Meeting Minutes
- f. Salary Study Contract
- g. Solid Waste Contract
- h. Cleaning Contract
- i. Shadow Ridge Rd. Surveying Proposal

DISCUSSION ITEMS

Pelham Industrial Park Conceptual Rendering:

County Manager Miller said in an effort to better conceptualize what Pelham Industrial Park may look like and to help develop a strategic vision for the site, we have requested that Dewberry develop a conceptual rendering of the Pelham Industrial Park. The development of the conceptual rendering is in part due to the anticipated external pressures that will come with the approved casino in Danville, VA. Conceptualizing the industrial park will also allow better utilization of land and prevent certain parts of the property to become cutoff by smaller parcel development. County Manager Miller said this is a conceptual drawing not a plan. In the coming months, we will be under increasing pressure to develop this land and maybe even reevaluate the use for this land. Currently we have it as an industrial park, and the rules governing the industrial park maybe prohibited to what the Board envisions moving forward. As a first step, the Board may want to put on an upcoming agenda the restrictive covenance of the site and have some discussion on what you envision on that site. With the casino coming, the use may have changed. Mr. Miller encouraged the Board to look at the quality of the industrial park and look at potential uses of this land. Chairman Owen said to get the covenants on the upcoming agenda to review before that discussion.

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Request from Milton:

Chairman Owen said he had shared the email from the Town of Milton with the Board. Commissioners Owen and Jefferies along with County Manager Miller met with Mayor Patricia Williams concerning her request. Mayor Williams said Milton has had to transfer funds from the general fund to cover maintenance cost. The fire hydrants and water meters date back to the 1940s. Milton will receive some funds from the American Rescue Plan, but they have not yet. Milton is hoping to get some help from the County's American Rescue Plan. Milton owes \$450,000 on a loan taken out in 2006-2007 for a sewage system that was put in, and the loan is for 40 years. Water rates and property tax has been raised in the last year. Mayor Williams is hoping that the Commissioners will give Milton some American Rescue Plan Act funds to help with the 1940s old infrastructure. Mayor Williams said Milton will be able to get ahead with replacing fire hydrants and water meters making them 21st century. When Commissioner Owen and County Manager Miller met with Mayor Williams, they discussed the issues Milton has and she agrees that she needs an engineer to look over the infrastructure. Commissioner Carter asked what size meters were in the quote. Mayor Williams said they are normal meters with 2 settings, as required by the state. They have replaced some water meters and hydrants and that is how they came up with that cost. The well pump replacement is an estimate, but this is to have one on hand because the pump is old. Commissioner Carter then asked if the Town of Milton had asked the Rural Water Works to come in and do a rate study for them. Milton has reached out to the Rural Water Association and the issue is with raising rates. The population is declining and many of the residents are elderly. Basic rate is \$68 for 2000 gallons. Raising the rates is often what the state suggests, and they have done that. Milton doesn't want to raise rates to levels that the residents can't afford to pay. Milton has tried to help their residents during the pandemic, which has used some of their funds. Commissioner Carter asked if the water system was self-supporting at this time. Mayor Williams said it is at this time. The old infrastructure maintenance is what is the issue now. They have replaced fire hydrants because they were old and could not find replacement parts. The sewage system was replaced in 2006 and the pumps are now needing to be replaced. Commissioner Carter then asked if all the fire hydrants were working. Mayor Williams replied all the fire hydrants are working now after replacing 5 of them. Commissioner Oestreicher asked if this was the second round of ARP funds, and a portion of those funds were designated for the Town of Milton. County Manager Miller said yes, Milton will receive \$40,000. \$20,000 the first time and \$20,000 12 months after that. Commissioner Oestreicher then asked would the request from Milton fall within the allowable use of ARP funds. The County Manager said yes, water and sewer are allowed uses. County manager Miller said he thought they laid out a plan when he, Commissioner Owen and Jefferies met with the Town of Milton that would help them through the process. In dealing with old infrastructure, repairing the bones of the structure is what is costly. Mayor Williams has reached out to Brian Bradley to start the process of obtaining a strategic plan to tackle the infrastructure issues. After they get a plan, County Manager Miller recommends that they have an engineering study to identify cost and everything that needs to be done. At that point in time, there is grant money available. Milton has said that they don't apply for grants because they can't come up with the matching funds. Then would be the time to request funds from the Commissioners. Commissioner Carter suggested that they replace the water meters initially so that they know how much water is used in the system to set the rates. The grant is an 80/20 grant, and the Town of Milton will need to come up with 20% of the cost. The Town of Milton will need to be able to come up with this amount in addition to

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the loan payments. Commissioner Carter told Mayor Williams to contact Justin Chandler with the Town of Yanceyville regarding the 130 water meters. They should cost around \$8,500 to replace all 130 of them. The supplier comes every Thursday. Commissioner Dickerson asked if there was a company that would assist with private water sewer systems. County Manager Miller said no. Water, Sewer, and storm water infrastructure projects are part of the allowable uses for ARP money. A private homeowner with a well would not be able to receive ARP funds to fix their well. Dickerson said so municipalities are able to get funds to rectify their problems but not homeowners. County Manager Miller said you are looking at infrastructure that is serving more than one household. County Manager Miller said he would look into that. Commissioner Carter said the water system needs to be self-supporting and should not be run off general funds. Chairman Owen said County Manager Miller needs to research Commissioner Dickerson's question and look at the ARP expenditures for this year and see if there are any available funds. Once that information is presented to the Board then a decision can be made as how the Board will proceed.

ACTION ITEMS

Power line / Underground Easement:

County Manager Miller said on April 1st, the sale of 8.5 acres in the Pelham Industrial Park was completed. The owner has begun developing the property and Duke Energy has made an easement request for power to the property. The agenda packet included the easement request, the plat reported at the register of deeds, and the original purchase request from Wells & West. If you look at the arial photograph, the blue line to the left of the red line is where the easement request is. This was an Economic Development project. The land to the left of the road leads back into our water pump stations. Therefore, it is highly unlikely that the land to the left will be developed in any way. There are some conditions Caswell Commissioners can place on this easement. In the future the easement may need to be moved and if we allow the easement to be moved, they will need to pay the relocation cost. The County Manager is recommending to approve the easement but allow staff to work on the recommendations. Bryan Miller doesn't want to hold up the Economic Development project. Duke Energy made this request not the landowner. Commissioner Hall asked if this was an overhead easement, what would we do. It could restrict traffic in and out of our water stations and the property. It would be better as an underground easement, and these are some of the things we can work on moving forward with the developer. Commissioner Hall said underground powerlines are more efficient, safer, and better off, but asked could we design the easement such that it won't get in the way. County Manager Miller said we probably could, but not knowing what the future holds we need to reserve the right to be able to move it in the future if so desired. That would be advisable.

A **motion** was made by Commissioner Dickerson and seconded by Commissioner McVey and **carried unanimously** to grant the easement request with the conditions that the County Manager has suggested.

Offer to Purchase 47 acres (Pelham Industrial Park):

Providence Development group has made an offer to purchase 47 acres located in the Pelham Industrial Site. They have presented the County with a 10% cash down payment, and they are proposing \$6,000 per acre. They will make full payment within 30 business days of acceptance of the bid. It looks to be a phase development plan over 10 years, and there's several different

aspects associated with the development. Commissioner Dickerson asked didn't we just sell a parcel at \$8,500 an acre. County Manager Miller said 8.5 acres were sold at \$8,000 per acre. Commissioner Dickerson asked if this is a 10-year development plan with the hopes of building a gas station. County Manager Miller said that is correct. Chairman Owen said we need to be weary of that many acres with a 10-year development plan and consider the price. Commissioner McVey said that is too cheap. Chairman Owen said purchasing the land at this price, they may turn around and make a huge profit on the land. Commissioner Dickerson said it sounds more like property speculation than it does property development. Commissioner McVey feels the price should be higher. County Manager Miller suggested that the Board go through the conceptual process. At the end of that process, we give restrictive covenants. Having a vision of what the Industrial Park would look like in the next 5-10 years. If the Board doesn't take the offer now, we can always reach out and engage the interest of the Providence Development group later.

A **motion** was made by Commissioner Owen and seconded by Commissioner McVey and **carried unanimously** to refuse the current offer for purchase of the 47 acres.

Designation of Voting Delegate to NCACC Annual Conference:

One person gets to vote on items that are brought up to the Association as well as vote on the slate of officers. Commissioner Owen talked with Commissioner Hall, and they will be attending the NCACC Conference. If it is agreed upon by the Board, Commissioner Owen will be the voting delegate.

A **motion** was made by Commissioner Hall and seconded by Commissioner McVey and **carried unanimously** to appoint Commissioner Owen as the voting delegate at the NCACC Annual Conference.

Chairman Owen said we also need an alternate, so that should be Commissioner Hall.

A **motion** was made by Commissioner Owen and seconded by Commissioner McVey and **carried unanimously** to appoint Commissioner Hall as the alternate voting delegate at the NCACC Annual Conference.

Vaya Health:

As many of you know, Cardinal Innovations has been our LME MCO for many years now. They provide mental health services throughout the county and substance abuse addiction. For various reasons Cardinal Innovations is merging with Vaya Health. Vaya Health, being the lead provider in the merger, will carry operations through after the merger is complete. We have with us tonight Brian Shuping of Vaya Health. If you have any questions, Mr. Shuping is here to answer them. Vaya Health has met with the Department of Social Services (DSS) and Diane Moorefield, and it is the recommendation of Dianne Moorefield and Mr. Miller that we continue with Vaya Health as our LME MCO in the future. At some time in the future if the County chooses to disengage due to lack of service or whatever the case may be, we can follow that path then. Vaya Health brought a very strong team to meet with the DSS director and they had a very productive meeting. They seem genuine about providing care for the residents of Caswell County.

A **motion** was made by Commissioner Oestreicher and seconded by Commissioner Owen and **carried unanimously** to continue our relationship with Cardinal Innovations whose being purchase out by Vaya Health.

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COUNTY MANAGER'S UPDATES

County Manager Miller had 4 updates.

- County Manager Miller said he decided not to put the vehicles on the agenda again, but he has placed a vehicle listing at your desk of what was approved and what was not approved to move forward with this year. AS you heard, the representative from Enterprise, Chrissy Huff, say that the time frame for ordering opens in August. It is good for 2 weeks due to the production of new vehicles. The County Manager wanted you all to be aware of what was included.
- This is to put on the Board's radar, that the Federal Government is finishing up the Census. Since we are a county that elects Commissioners by district, it does mean that to some degree we do need to evaluate the Census data that we receive. We need to evaluate the redistricting process. The statute says that we basically must have each commissioner elected by a district with the same or there about the same number of people in the district. If there is any wide population shifts, the Board may want to look at redistricting. The information will get to us in September and the filing for Commissioner districts and Board of Education districts begin in early December. So, in September and October we must move through very quickly any process we want to go through. Mr. Miller spoke with the Piedmont Region Council to help us evaluate the raw census data we receive in September.
- The Board authorized a repair to the Solid Waste loader about 2 years ago. The loader was purchased in 2011, and it was purchased used for about \$30,000. The repair cost about \$30,000, and the loader is now broken down again. It seems that the engine may have locked up in a very precarious position, where the arm is also hanging over the apron. We are probably looking at least \$30,000 repair bill, if the Board chooses to repair it. The same problem, which was the plate that allows the loader to spin is also showing some additional wear. If we do the repair, we may be back in the same situation in 6 months or a year. Just wanted to make the Board aware of this, but County Manager Miller is not asking the Board to decide tonight. The reason being is if asked to buy a new loader tonight, it will take 120-130 days to get it. The County Manager suggested that we use the money in the Solid Waste budget to rent some equipment, and then at the next meeting the Board can evaluate pricing. The correct terminology is wheeled excavator. Commissioner McVey asked that the County Manager look at leasing a loader. County Manager Miller said they have looked at a 3–5 year lease ending with still needing a loader or a 5–7 year lease which would provide the option to purchase the loader for \$1. Chairman Owen said the Board should move forward with renting a loader.
- The two bushes that stand at the entrance gate to the Courthouse are old and overgrown and have become unsightly and hard to manage. The Horticulture Club was asked for a

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recommendation on what to do with those 2 shrubs. They agreed wholeheartedly that we remove those. They do not have a recommendation for what should be planted in place of it. They have poison oak or ivy growing up through them. There was no objection to removing the shrubs.

COMMISSIONER COMMENTS

There were no Commissioner comments.

ANNOUNCEMENTS AND UPCOMING EVENTS

- Library will host 3 NC Women's History Programs beginning September 15, 25, and October 4-8, 2021. Check the website or contact the Gunn Memorial Library for more information.
- Friends of the Library is conducting a Bake Sale on Thursday, July 29, 2021 from 4-6:30 pm. and a used book sale August 16-20, 2021 at the Gunn Memorial Library. When the Board approved the library budget, they approved the Resolution for the library book sale.

Commissioner McVey asked County Manager Miller to be sure that Attorney Brian Ferrell will be at the next meeting to discuss the situation. Attorney Ferrell said part of what you are asking for is a legal analysis or advice concerning moving the monuments from the Court Square. Matters concerning cost are not topics for closed session. What can be discussed in closed session is the legal advice concerning moving the monuments.

ADJOURNMENT

Commissioner Jefferies made a motion at 9:42 pm to adjourn, seconded by Commissioner McVey and the motion carried unanimously.

Attachments:

CHECKING UP ON THE HEALTH OF ANDERSON TOWNSHIP



ANDERSON TOWNSHIP IS LOCATED IN CASWELL COUNTY, NORTH CAROLINA

Data, unless otherwise cited, are from a recent phone survey of a sample of Anderson Township residents (n=48). The survey was conducted by the University of North Carolina at Chapel Hill Gillings School of Global Public Health.

77% OF RESIDENTS REPORT A FORMALLY DIAGNOSED CHRONIC ILLNESS 48% REPORT HAVING THREE OR MORE

RESIDENTS REPORT HIGHER THAN AVERAGE RATES OF MULTIPLE CHRONIC ILLNESSES*

- Asthma is three times more prevalent than state average¹.
- High blood pressure and Type 2 Diabetes are twice as prevalent².
- Lung disease and a mental health diagnosis were both more prevalent^{3,4}.

CASWELL COUNTY, COMPARED TO THE STATE AVERAGE, HAS:

- Higher rates of death due to heart disease, cancer, and diabetes
- Higher than average rate of preterm births, child mortality, and infant death
- Nearly half the average number of primary care physicians⁵



ENVIRONMENTAL HEALTH ISSUES

- 60% of residents report plumes of smoke in their community
- 62% report strange smells
- The local animal park is a major source of odor and noise complaints

*when compared to NC state average

¹Centers for Disease Control and Prevention

²Community Clinical Connections

³North Carolina Medical Journal

⁴North Carolina Health News

⁵North Carolina Department of Health and Human Services

For questions about the survey contact Dr. Courtney Woods @
courtney.woods@unc.edu

Board of County Commissioners July 16, 2021
Public Comment
Elin Claggett, residing at 108 Jaye Lane, Providence, NC

I would like this comment recorded verbatim.

On June 21, 2021, you had a Public Hearing on the FY 2021-2022 Budget. There were 5 speakers who commented. Chairman Owen cut off my statement at 3 minutes and it were subsequently continued by John Claggett for 2 additional minutes. The entire Public Hearing lasted 15 minutes. In the minutes from this meeting my comments are summarized as "Elin Claggett of 108 Jaye Lane in Providence spoke on issues with the budget regarding the Detention Center and Public Schools". John Claggett's comments were similarly summarized as " . . .spoke on the budget regarding Maintenance, CoSquare and Vehicles."

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I am requesting that Public Comments made by Elin Claggett and John Claggett during the Public Hearing on the FY 2021-2022 Budget Hearing be entered into the minutes of that meeting verbatim, as has been done over the past decade. Please address this as you approve these minutes today.

Thank you

Proposal for a Comprehensive Classification and Pay Study

Caswell County

June 28, 2021

PROPOSAL TO CASWELL COUNTY COMPREHENSIVE CLASSIFICATION AND PAY STUDY

Study Objectives

The MAPS Group proposes to conduct a comprehensive study to prepare a classification and pay plan for Caswell County. The purposes are as follows:

1. To study all permanent positions not subject to the State Personnel Act in the County to establish proper classifications for the work which is assigned.
2. To allocate each position classification, including those subject to the State Personnel Act, to a salary schedule according to overall work requirements and responsibilities of the position's classification.
3. To survey and recommend a current compensation plan for all full-time positions, including those in the State Human Resources Act, which is equitable and competitive and to make specific comparisons to other Counties and public sector organizations in the pay structure and philosophy.
4. To document the validity of the compensation plan based upon salary survey and comparative analyses of the competitive conditions in other similar public (and private, if desired) jurisdictions.
5. To write or update class specifications (sometimes called job descriptions) for the County classification and pay plan that meet requirements in the Americans with Disabilities Act, OSHA's blood borne pathogen standards, and other relevant regulations.
6. To work with County Management and the State Office of Human Resources staff to determine the placement of the positions subject to the State Human Resources Act on the same County general salary schedule.

Study Components

A. Preparation of the Classification and Pay Plan

1. Conduct a comprehensive review of the County's personnel system for the purposes of staff orientation and to provide data and information to be used in the preparation of the classification and compensation data and related personnel components.
2. Conduct a meeting with County management (Manager, department heads, etc.) to discuss the various work components of the study and to explain the study methodology and approach. At this meeting we will also discuss the appropriate labor market for surveying salary data and the project schedule.
3. Conduct orientation sessions with employees to cover the purposes and process of the study. In addition, job questionnaires will be distributed to employees and a time schedule for return of the questionnaires will be established. These meetings help establish realistic expectations with employees and reduce mis-information. Two meetings will be held so employees may

attend the one most convenient to their work schedule. The meetings will cover:

- * purposes of the study;
 - * steps in conducting the study;
 - * study methodology;
 - * what the study will and will not cover;
 - * distribution and review of how to complete questionnaires; and
 - * answer any questions
4. Survey existing employee positions. This task will involve a review of the completed questionnaires, desk audits with representative employees in each class, and conferences with each department head to review and verify information presented on the questionnaires and in the audits. The purpose of this task is to determine that The MAPS group obtains comprehensive, factual, and accurate data and information. This task also resolves any conflicting information or data.
 5. Following the review and field audit of existing employee positions, class specifications (often called job descriptions) will be prepared. These class specifications will be written to comply with OSHA and ADA regulations. The MAPS Group will use the following factors to classify jobs:
 - * Difficulty, complexity, and variety of work
 - * Education and experience requirements of the job
 - * Nature and extent of public contact
 - * Physical effort and hazards; and
 - * Supervision given and received.
 6. **Special Note:** Caswell County has positions in the Social Services and Health Departments subject to the State Human Resources Act. Any decisions to re-classify these positions are under the jurisdiction of the State rather than the County. The MAPS Group will work with the Office of State Human Resources to recommend the allocation of all state classifications to the general County salary schedule developed by this study. These classifications will be part of the salary survey work and recommendations for salary grade assignment.

B. Development of the Pay Plan

1. A survey of salary plans will be performed utilizing nearby regional public sector jurisdictions or other identified organizations for the purpose of recommending wage and salary schedules that are competitive and sufficient to attract and retain qualified employees. The identification of competitive organizations will be made by the MAPS Group in consultation with the County. The salary survey will analyze hiring and maximum salaries for each position surveyed.
2. A comprehensive analysis of the salary survey will be prepared. This will include salary evaluation for classifications in the Social Services and Health Departments.
3. Following analyses of all inputs considered previously in Study Components A and B, all classes of positions will be allocated to the recommended salary schedule.

C. Preparation of the Employee Allocation List

1. Following completion of the classification plan and compensation schedule, an allocation list will be prepared showing employees by name, present classification, proposed classification, present salary grade and step (if appropriate), proposed salary grade, recommended salary, and proposed increase amount (if applicable). All Social Services and Health Department positions and employees will also be included in this allocation list.
2. Costs for implementation options of the plan will be provided. Up to three options will be provided with graphs illustrating impact of each option on salary compression as well as costs. Options will be designed specifically to address compression if needed and desired.

FLSA Status

As part of the study, MAPS will identify the FLSA status (exempt or nonexempt) for positions using regulations in place at the time of the study.

Benefits Survey

A benefits survey will be included that reviews vacation accrual, holidays, 401-K, longevity, and insurance provided to employees in terms of County provision versus employee cost participation.

Communication with the County

During the study, MAPS principals will be available to County management to clarify any steps, current stage of the study, or other issues related to the study by phone or FAX. In addition, while MAPS principals are on site, Personal consultations are available as necessary to the study. A draft of the study will be sent to management for review and MAPS will make a visit to discuss management reactions to the study prior to finalizing it for presentation to the Board of County Commissioners.

Involvement of County Staff

County staff members (other than DSS and Health) who are in the retirement system will be required to complete position description questionnaires for each job, participate in interviews if selected (all department directors will be interviewed), provide current employee data including copies of current salary plan and employee information by department with name, current classification, current grade and step, date of hire, date of entry to current position, and current annual salary. These last components are needed for calculating the costs of implementation options.

Results of the Study

The MAPS representative will formally present the study to the County Board of Commissioners in a meeting (preferably a work session). The presentation take from one to one and a half hours, depending on number of questions during the presentation. As part of the presentation, The MAPS Group will deliver fifteen (15) copies of the study report to include the classification plan, class specifications, compensation plan, and implementation costs to the Board. The MAPS Group will then return and answer any questions after the Board has a chance to review the study.

In addition, MAPS will provide to the County a digital copy of a linked spreadsheet that allows easy updates to the pay plan, digital copies of all recommended policy changes and digital copies of all new

and updated class specifications.

Plan Maintenance

Once the study is complete and implemented, the MAPS Group will provide assistance to County staff on maintenance of the plan including the classification of new or revised positions, market revisions to the pay plan and other assistance as needed. The MAPS Group will provide telephone consultation and will classify new or revised positions as needed for up to five years following the study for \$200 per position. Additional work may be performed on a maintenance contract.

In addition, the MAPS Group will provide the County with a linked spreadsheet that will allow for market adjustments (cost of living increases) to automatically update the salary schedule and class listings and provide the county with a digital copy of all class specifications as well as the personnel policy.

Project Staff

The project manager will be Rebecca L. Veazey. Other team members are subject to County approval.

**PROJECT CALENDAR FOR CLASSIFICATION AND PAY STUDY
CASWELL COUNTY**

These dates may be changed by mutual consent

<u>Date</u>	<u>Task</u>
Mid July 2021	Planning session with County Manager and Department Heads; orientation Session conducted with County Department Heads; Orientation sessions with employees
Late July 2021	Questionnaires returned to the MAPS Group
Month of August	Desk interviews held with employees and managers.
Month of September	Job analysis completed; salary survey completed; draft of report written; class specifications written.
Early October	Draft of report submitted to Manager with implementation cost estimates
Late October 2021	Presentation of report made to County Commissioners.
Board Decision	Study implemented.

Delays in any of these dates will cause the entire schedule to be delayed accordingly. These dates may be changed through the mutual agreement of Caswell County and The MAPS Group.

Please send the questionnaires via UPS. When the questionnaires are returned to The MAPS Group, the following should also be sent:

1. Organization chart of each department showing location of each individual position (hand drawn by department head is fine)
2. Digital copy of spreadsheet by department with employee name, present classification, present grade, hire date, date of entry to current position (promotion date if promoted), and annual salary.
3. Copy of current personnel policy.
4. Copy of class listing showing classes assigned to each salary grade with current salary ranges.

**MEMORANDUM OF AGREEMENT
PERSONNEL SERVICES
CASWELL COUNTY**

This agreement is made and entered into this day of , 2021 by and between the County of Caswell, hereinafter called "County," and the Management and Personnel Services Group, Inc. hereinafter called "The MAPS Group".

WITNESSETH

Scope of Services

See attached proposal for the services to be performed. Services include Classification and Pay Study plus Personnel Policy Review, FLSA Status and Employee Benefits Comparison. This attachment is incorporated into and made a part of this Memorandum of Agreement by reference.

Time for Performance

The time for performance will be approximately four months for this project. The classification and pay project can be started in July 2021 and can be completed no later than November 2021. These dates are guaranteed only until July 15, 2021.

Costs

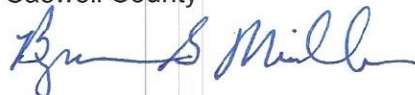
The costs for the proposed classification and pay study will be twenty thousand dollars (\$20,000). The MAPS Group will bill in three partial payments of \$5,000 and a final payment of the same amount at the end of the project. The first bill will be sent upon contract approval, the second after completion of the interviews, the third upon delivery of the report draft, and the final bill will be sent after completion of the project. The County agrees to submit payment within 15 days upon receipt of the first three bills and payment for the final bill within 15 days of satisfactory project completion.

If the terms of this contract are acceptable, please sign one copy and return to The MAPS group.

Submitted by
The Management and Personnel
Services Group

Rebecca L. Veazey
President

Accepted by
Caswell County



Bryan S. Miller, County Manager
Name and Title

Date 7/20/2021

This instrument has been pre-audited in the manner required by the Local Government
Budget and Fiscal Control Act.



Jennifer D. Hammock, Finance Director

VITA
REBECCA L. VEAZEY

BORN: Durham County, North Carolina

EDUCATION:

Southern High School, Durham, N. C.
B. A. Speech and Education - University of North Carolina at Chapel Hill
M. P. A. - University of North Carolina at Chapel Hill
Municipal Administration Course, Institute of Government
Group Facilitation and Consultation Course, Institute of Government

CAREER PROGRESSION:

President, The MAPS Group (Management and Personnel Services) - a consulting group providing personnel, organization development, training, and management services for local governments, 1995 to present
Principal, the MAPS Group
Human Resources Director, Durham County
Personnel Director, Town of Cary (Cary's first Personnel Director)
Personnel Officer, Town of Chapel Hill
Training Specialist, City of Greensboro

PROFESSIONAL ACTIVITIES:

International Personnel Management Association (IPMA). Lifetime Achievement Award 2010. Active in N. C. Chapter including serving as Treasurer, on program committee for state chapter for three years, on Regional program committee one year, and chairperson of Finance Strategic Planning Committee.
Organization of Municipal Personnel Officers (OMPO), Life Member Award, Board Member, President, and Immediate Past President.
North Carolina League of Municipalities, Board of Directors, 1985-1987.
American Society for Training and Development, Triangle Chapter member.
Facilitation and Organization Development Group, (FODG) founding member
Systems Thinking in Government Group

COMMUNITY AND OTHER ACTIVITIES:

U. N. C. General Alumni Association, Board of Directors
U. N. C. Master of Public Administration Alumni Association, Past President
Local Government Employees Federal Credit Union, founding member, Loan Committee Chairperson, and member of the Board of Directors
United Way Campaign Chair, Durham County and Town of Cary

EXPERIENCE:

Conducting classification and pay studies for municipalities, counties, councils of governments, housing authorities, and other non-profit organizations.

Facilitating/leading the development and implementation of performance management and performance pay programs as both an internal and external consultant.

Experience (continued)

Developing and conducting management and supervisory training on a variety of topics including leadership, coaching and feedback, conducting performance reviews, principles of supervision, communications skills, motivation techniques, legal issues in supervision, hiring the right person, effective grievance and disciplinary actions administration, conflict resolution, facilitation skills, and a number of other topics. This includes designing and updating materials and teaching and coordinating the School of Government=s comprehensive Effective Supervisory Management Program 2002 to 2019.

Developing and conducting assessment centers and serving as an assessor for the purpose of selection, promotion, succession planning, and professional development.

Conducting recruitment and selection processes focused on assessing management excellence in candidates.

Establishing and revising policies and programs on a variety of personnel topics including writing personnel policies, establishing recruitment and selection procedures, developing performance review forms and procedures, and problem-solving employee relations issues and grievances.

Speaking on a variety of personnel and management topics at the School of Government, NCLM Convention, IPMA (international and state conferences), Area Health Education Centers, parks and recreation conferences, and for other groups.

Serving as facilitator at strategic planning and team building retreats for staffs, boards, and elected officials. Also, providing on-going developmental facilitation to assist an organizations with team building; organization development; planned change; development of mission, vision, and values; development of compensation philosophies; leadership development; or other issues.

Administering assessment instruments and providing interpretation and feedback or training; instruments include EQ-I (Emotional Intelligence Quotient), Myers Briggs, Human Patterns, Styles of Management Inventory, Johari Window (Personnel Relations Inventory), Leadership Profile System, Ego State Assessment, FIRO B, etc.

Teaching personnel administration course to students in the MPA Program at UNC-G and in a six weeks seminar at NCSU, and teaching a seminar on facilitation skills to students in the MPA Program at UNC.

CLIENTS ON CONSULTANT PROJECTS:

Municipalities:

Apex
Atlantic Beach
Bald Head Island
Banner Elk
Beech Mountain
Benson
Blowing Rock
Boone
Brevard
Butner
Carolina Beach
Carthage
Chapel Hill
Claremont
Clayton
Clinton
Concord
Creedmoor
Elon
Farmville
Forest City
Franklin
Fletcher
Garner
Gibsonville
Henderson
Hendersonville
Hertford
Highlands
Holden Beach
Jefferson
Kill Devil Hills
Kings Mountain
Laurel Park
Morrisville
Mount Pleasant
Nags Head
New Bern
Ocean Isle Beach
Oak Island
Ocean Isle Beach
Pittsboro
Saluda
Shallotte
Siler City
Smithfield

Southern Pines
Southern Shores
Sylva
Washington
Weaverville
Wendell
Wilkesboro
Winterville
Wrightsville Beach

Counties:

Alleghany
Caldwell
Cherokee
Clay
Gates
Granville
Greene
Hyde
Mitchell
Nash
Perquimans
Person
Rutherford
Tyrrell
Vance
Wilkes
Yancey

Councils of Government:

Albemarle Commission
Centralina Council of Governments
Isothermal Planning and Development
Kerr Tar Council of Governments
Land of Sky Regional Council
Triangle J Council of Governments
Western Piedmont COG

Housing Authorities:

Laurinburg
Mount Airy
North Wilkesboro

Other Nonprofit/Governmental Agencies:

Contentnea Metropolitan Sewerage District
Institute/School of Government
North Carolina League of Municipalities
Raleigh Durham International Airport
Tuckaseigee Water and Sewer Authority

NORTH CAROLINA

**WASTE REMOVAL
SERVICES AGREEMENT**

CASWELL COUNTY

THIS AGREEMENT, is made and entered into this ____ day of _____, 2021 by and between Caswell County, North Carolina (the "County") party of the first part; and First Piedmont Corporation (the "Provider"), party of the second part;

WITNESSETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the County hereby contracts for the services of the Provider, and the Provider agrees to provide the services to the County in accordance with the terms of this Agreement.

1. SERVICES TO BE PROVIDED. The services to be performed by the Provider shall be as follows: collect, transport, and dispose of solid waste for Caswell County and County owned facilities and provide all equipment and open top containers related thereto as outlined on that certain proposal from Provider dated April 1, 2021, attached hereto as Exhibit A and incorporated herein by reference (the "Proposal").

Provider shall not sub-contract all or any part of the services provided for in this Agreement without written approval of the County.

2. TERM. The services of the Provider shall begin July 1, 2021, and shall be provided until June 30, 2024, unless sooner terminated as provide herein.

3. AMOUNT PAYABLE. Provider shall submit an invoice for services provided monthly. It shall detail all services provided in payment requests. The County will make payments to Provider upon receipt of and approval of the invoice by the contracting department. The Haul Rates, Surcharges, Tipping Fees, and all other fees and discounts applicable to the Services shall be as provided in the Proposal, including, but not limited to, Appendix A and Attachment A thereto.

4. RELATIONSHIP OF PARTIES. Provider is an independent contractor of the County. Provider represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. It is further agreed that the Provider will obey all State and Federal statutes, rules and regulations that are applicable to provisions of the services called herein. Neither Provider nor any employee of the Provider shall be deemed an officer, employee or agent of the County.

5. TERMINATION. The County may terminate this agreement upon thirty (30) days' written notice to Provider. This Agreement may be terminated by Provider upon thirty (30) days' written notice to the County if the County is in breach of this Agreement and fails to cure said breach within thirty (30) days of receipt of the written notice specified herein.

6. **INSURANCE REQUIREMENTS.** The Provider shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Caswell County's Finance Office. If any required insurance policy expires during the term of this agreement, Provider must provide a certificate of insurance to the Caswell County Finance Office as evidence of policy renewal prior to such policy expiration.

Provider signature on this agreement indicates that Provider agrees to the terms of this insurance section and understands that failure to comply may result in cancellation of this agreement at Caswell County's option.

Workers' Compensation Insurance, with limits for Coverage A Statutory- for State of North Carolina and Coverage B - Employers Liability \$500,000 each accident/disease each employee/disease policy limit.

Commercial General Liability - with limits no less than \$2,000,000 per occurrence and \$3,000,000 aggregate, including contractual liability.

Commercial Automobile Liability, with limits no less than \$2,000,000 per occurrence for bodily injury and property damage for any vehicle used during performance of contract services, including coverage for owned, hired, and non-owned vehicles. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement.

If any coverage is on a claims-made basis, Provider agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and to purchase and maintain Supplemental Extended Reporting Period or 'tail coverage' with a minimum reporting period of not less than three (3) years if the policy expires or is cancelled or non-renewed. If coverage is replaced, the new policy must include full prior acts coverage or a retroactive date to cover the effective dates of this Agreement. Provider shall provide a Certificate of Insurance annually to Caswell County indicating any claims made coverage and respective retroactive date. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of the County's Finance Office. Proof of rating shall be provided to the county upon request.

Insurance with limits no less than those specified above shall be evidenced by a Certificate of Insurance issued by a duly authorized representative of the insurer and dated no more than thirty (30) days prior to the start date of the agreement. In the case of self-insurance, a letter of explanation must be provided to and approved by the Caswell County Manager.

The Provider shall be responsible for providing immediate notice of policy cancellation or non-renewal during the term of this Agreement to the Caswell County Finance Office and for three years subsequent for any claims made coverage.

If Provider does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to Caswell County may be considered. Any requests for consideration of alternate coverage must be presented by Provider PRIOR TO provision of any services associated with this Agreement. In the event that Provider uses subcontractors to perform any of the services under this Agreement, then and in that event, Provider shall contractually require such subcontractor(s) to meet all of the requirements of this section.

7. **INDEMNIFICATION.** Provider agrees to defend, indemnify, and hold harmless the County, for all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Provider, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require Provider to indemnify Caswell County to the extent permitted under North Carolina law.

8. **NO WAIVER OF SOVEREIGN IMMUNITY.** Caswell County and the Provider agree that nothing in this Agreement shall be construed to mandate purchase of insurance by Caswell County pursuant to N.C.G.S. 153A-435; or to in any other way waive Caswell County's defense of sovereign or governmental immunity from any cause of action alleged or brought against Caswell County for any reason if otherwise available as a matter of law.

9. **NON-ASSIGNMENT.** Provider shall not assign all or any portion of this Agreement, including rights to payments, to any other party without the prior written consent of the County.

10. **ENTIRE AGREEMENT.** The parties have read this Agreement and agree to be bound by all of its terms, and further agree that it constitutes the complete and exclusive statement of the Agreement between the parties unless and until modified in writing and signed by the parties. Modifications may be evidenced by electronic signatures.

11. **NON-APPROPRIATION.** Provider recognized that Caswell County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not available and not appropriated to purchase the services specified in this Agreement, then this Agreement shall automatically expire without penalty to Caswell County and without the thirty (30) day notice requirement set forth in Section 5.

In the event of a legal change in Caswell County's statutory authority, mandate, and mandated functions which adversely affects Caswell County's authority to continue its obligations under this Agreement, then this Agreement shall automatically expire without penalty to Caswell County and without the thirty (30) day notice requirement set forth in Section 5.

12. **GOVERNING LAW.** Both parties agree that this Agreement shall be governed by the laws of the State of North Carolina.

13. **E-VERIFY REQUIREMENTS.** To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contract(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc, attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS 64-26(a)) relating to the E-Verify requirements.

14. **IRAN DIVESTMENT.** By signing this agreement, Provider certifies that as of the date of execution of this Agreement 1) it does not appear on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-6E and published on the State Treasurer's website at www.nctreasurer.com/iran and 2) it will not utilize any subcontractor that appears on the Final Divestment List in the performance of duties under this Agreement.

15. **FEDERAL FUNDS**

If the source of funds for this contract is federal funds, the following federal provisions apply

pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

CASWELL COUNTY, NORTH CAROLINA

By: 
David Owen, Chair

Date: 7/18/25

FIRST PIEDMONT CORPORATION

By: _____

Name/Title: _____

Mailing Address

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.


FINANCE DIRECTOR

EXHIBIT A

First Piedmont Proposal



ServiceMaster
Commercial Cleaning
126 Woodside Drive, Suite B
Danville, VA 24540
Phone: 434-835-0212

SERVICEMASTER CONTRACT CLEANING SERVICES AGREEMENT

THIS AGREEMENT made this 13th day of July, 2021 by and between
ServiceMaster Commercial Cleaning ("ServiceMaster") and
Town of Yancey/Caswell County NC ("Client").

Whereas, *ServiceMaster* conducts a janitorial service rendered on an individual contract basis in commercial facilities, office buildings, schools, stores, and other locations, as an independent business licensed by *ServiceMaster Residential/Commercial Services L.P.* ("Franchisor") and not as an agent or partner of its Franchisor.

Whereas, Client desires *ServiceMaster* to supply contract-cleaning services to the property commonly known as Public Library, Social Services, Cosquare, Senior Center & Health Dept. located in Yanceyville, North Carolina.

NOW THEREFORE, the Parties agree as follows:

1. **Service/Task Schedule** – Beginning on August 1, 2021, *ServiceMaster* will provide contract cleaning services **per the attached**. A mutually agreed upon "Task Schedule" will be created for each building. A true and accurate copy of each will be attached as Exhibit A to this Agreement. *ServiceMaster* agrees that the janitorial services to be provided shall be conducted according to the guidelines agreed upon between the Client and *ServiceMaster*.
2. **Personnel** – All personnel furnished by *ServiceMaster* are employees of *ServiceMaster*, and *ServiceMaster* will pay all salaries and expenses of, and all applicable federal and state taxes relating to such personnel. For all purposes of this contract, *ServiceMaster* will be considered an independent contractor of the Client, and will not act as an agent, servant, or employee of the Client, or make any commitments or incur any obligations on behalf of the Client without its express written consent. Client may request the removal of any *ServiceMaster*-employee whose conduct is unsatisfactory to the Client.
3. **Covenants** – During the term of this Agreement and for one (1) year thereafter, the Client shall not directly or indirectly hire any person employed by *ServiceMaster*. Client shall not, at any time, disclose to a competitor any pricing or bid information designated as confidential by *ServiceMaster*.
4. **Terms** – The terms of the Service/Task Schedule or of the price stated in paragraph 5, may be modified at any time by the mutual execution of written change orders by the parties on the form prescribed by Exhibit B hereto. All executed change orders shall become part of this Agreement. *ServiceMaster* will give the Client thirty (30) days prior notice of any price change for services rendered pursuant to the Service/Task Schedule. Client will notify *ServiceMaster* of any changes in service times, any alterations to the furnishings, floor, wall, or ceiling surfaces at the Client's premises, or any other change which affects the Task Schedule and consequently the contract price. This Agreement shall continue in effect from the date services are to begin, for a period of one (1) year and automatically renew for like one (1) year periods unless terminated.
5. **Payment** – The Client shall make payments to *ServiceMaster* **monthly** for services rendered **per the attached**. The first billing will be made on the first day services are rendered and shall be payable in thirty (30) days. Subsequent billings and due dates will be monthly. Client's failure to pay the full amount due within thirty (30) days of any invoice shall, at the election of *ServiceMaster*, be deemed to be a default and termination without notice by Client. A late charge calculated at 1 ½ % per month will be charged to Client on any overdue unpaid balance. Client shall pay *ServiceMaster* its costs and expenses, including reasonable attorney's fees paid or incurred in enforcing the terms of this Agreement.

6. *ServiceMaster* will perform all services required under this Agreement, except when prevented by strike, lockout, act of God, accident, or other circumstances beyond its control.
7. Insurance – *ServiceMaster* shall provide the insurance coverage set forth below and deliver to Client certificates of insurance upon request.
 - a. Comprehensive Liability:
Bodily Injury Liability: \$500,000.00 per person and \$1,000,000.00 per occurrence.
Property Damage Liability: \$500,000.00 per occurrence and \$1,000,000.00 aggregates.
 - b. Worker's Compensation Coverage: \$100,000.00, or as required by law.
8. Termination – This Agreement may be terminated by either party by giving thirty (30) days written notice by certified mail, return receipt requested, addressed to the other party at the address indicated below. In the event thirty (30) days' notice is not given, or if Client is deemed to have terminated by default by failing to tender payment when due, or by Client's conduct, which makes *ServiceMaster's* performance impossible (including a demand for the return of all Client's keys) then *ServiceMaster* shall have no obligation to continue its performance, and Client shall pay *ServiceMaster* an amount equal to an additional thirty (30) days of billing as liquidated damages. This additional thirty (30) days of billing shall be calculated from a) the date upon which Contract Service are last performed; or b) the last date of the billing period during which any default or improper termination occurs, whichever is later.
9. This Agreement contains all the covenants and agreements between the parties, and may not be modified except in writing, signed by both parties.



Client Authorized Agent

Address:

144 Court Square

Yanceyville, NC 27379

ServiceMaster Authorized Agent

Address:

126 Woodside Drive, Suite B

Danville, Virginia 24540

Individual Guarantor (if Corporation)

LIST ANY SPECIAL SERVICES TO BE PROVIDED BELOW:

Special services (floor work & windows) for each building are listed on the attached.

SLL, Inc. dba ServiceMaster Commercial Cleaning by Long

Pricing for Yanceyville Town Buildings

BUILDING NAME	3 days a week servicing (monthly)	Floor Work per occurrence	Windows per occurrence
LIBRARY	\$2,322.00	Ceramic - \$150.00 VCT - \$200.00 Carpet - \$2,160	\$500.00
SOCIAL SEVICES	\$1,548.00	VCT - \$2,820.00 Carpet - \$325.00	\$400.00
COSQUARE	\$929.00	All - \$689.00	\$400.00
SENIOR CENTER	\$1,188.00	Ceramic - \$173.00 VCT - \$1,322 Carpet - \$618.00	

	5 days a week servicing (monthly)		
HEALTH DEPT	\$2,148.00	All Hard - \$3,020.00	

July 13, 2021
Mr. Bryan Miller, County Manager
Caswell County
P. O. Box 98
Yanceyville, NC 27379

GEL Solutions appreciates the opportunity to provide Caswell County (client) with this proposal. We look forward to providing you with high quality, reasonably priced services that are performed by experienced personnel. A proposal summary and authorization instructions are provided below. This proposal is valid for 90 days from receipt. Please call Derek Bradner at (336) 516-9841 if you have any questions.

PROPOSAL SUMMARY AND AUTHORIZATION

Project Title:	Proposal for Right of Way Surveying Services at the following location: Shadow Ridge Road – Caswell County, NC Pelham Township
Proposal Date:	July 12, 2021
Cost:	\$6876.00 Lump Sum
Schedule:	Approximately 3 days field work / 1 day processing and mapping

Incorporated Attachments: I - Scope of Work Summary and Requirements for Technical Services


Your signature below will authorize GEL Solutions to proceed with the scope of work as described above or in any attachments and indicates that you agree with GEL Solutions "Standard Terms and Conditions". This document will serve as the contract between GEL Solutions and client for the scope of work described above. Unless instructed otherwise, all invoices will be submitted to the addressee shown on the proposal. Please provide us a purchase order number (if applicable) and let us know if there are any special invoicing or other project related instructions.

This cost will not be exceeded unless there is a mutually agreed upon change in scope, in which case we will advise you before additional work is performed. Standby and early termination fees are applicable and will be billed to Client at GEL Solutions' standard rates, plus expenses.

Submitted by:

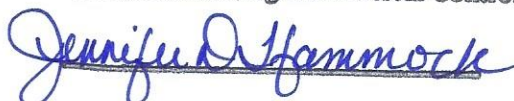
Acknowledged by:


GEL Engineering of NC Inc.


Caswell County
Purchase Order No: _____

Please e-mail this executed form to derek.bradner@gel.com

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



Date: 7/20/21

Attachment II

**STANDARD TERMS AND CONDITIONS
FOR SURVEYING SERVICES**

1. DEFINITIONS:

Gel Engineering of NC, Inc. DBA GEL Solutions LLC (GEL Solutions) and "Client" have agreed that GEL Solutions. will provide certain services as defined in the agreement between the parties. That Agreement includes these Terms and Conditions, any proposal, confirmation letter, or work authorization document prepared by GEL Solutions, and any other documents assigned by GEL Solutions and Client and incorporated herein.

2. RESPONSIBILITIES OF GEL Solutions:

A. Services provided by GEL Solutions under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession practicing contemporaneously under similar conditions in the same locale as the project. Under no circumstance is any warranty, express or implied, made in connection with any Services provided by GEL Solutions under this Agreement

B. All tracings, specifications, computations, survey notes and other original documents and instruments of service are and shall remain the property of GEL unless otherwise provided by law. Client shall not use such items on other projects without GEL Solutions' prior written consent. GEL Solutions shall not release Client's data without authorization.

C. Subject to any requirement or obligation GEL Solutions may have under applicable law or regulation, GEL Solutions agrees to release information relating to the services only to its employees and subcontractors in the performance of the services or to the Client's authorized representative and to persons designated by the authorized representative to receive such information.

D. GEL Solutions shall take reasonable safety precautions with respect to the performance of the services contained in any project safety plan agreed to by the Client and GEL Solutions or an equivalent document, including modifications thereto. The presence of field personnel at the site will be for the sole purpose of providing observation and field testing of specific aspects of the services. GEL Solutions shall not be responsible for site safety and shall have no right or obligation to direct or stop the work of Client's contractors, agents, or employees.

E. GEL Solutions will, upon request, provide certification of GEL Solutions' insurance coverage to the client or Client's authorized representative. For utility locating projects, project owners, Client, and its subcontractors shall hold harmless and indemnify GEL Solutions against any and all losses as a result of inability to designate or locate, or mis-locate, buried assets due to the limitations within the available technologies, complexity of site conditions, and circumstances beyond its control, but not against negligence on the part of GEL Solutions or its employees. Client acknowledges that GEL Solutions' compensation is not commensurate with the potential for liability involved in the performance of services and that such risks cannot adequately be covered by liability insurance currently available. In order to induce GEL Solutions to undertake the performance of services, client agrees to limit GEL Solutions' liability to client or to any third party in respect to or in connection with any claim, cause of action, or losses arising from or out of the performing of such services, such that the liability of GEL Solutions for any and all losses, damages and costs (including, without limitation, attorney's fees) resulting from GEL Solutions' negligence, professional or otherwise, shall not exceed the greater of \$50,000 or GEL Solutions' total fee for services rendered on the project.

F. In the event of termination, or suspension for more than one (1) month, prior to completion of all reports contemplated by this Agreement, GEL Solutions may complete such analyses and records as necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of GEL Solutions in completing such analyses, records and reports. Client shall assume full responsibility for site restoration, and GEL Solutions shall have no liability or responsibility therefore.

3. RESPONSIBILITIES OF CLIENT:

A. The Client agrees to provide GEL Solutions, its employees and subcontractors full and uninhibited access to the site and a safe working environment for performance of the services.

B. Client agrees to notify GEL Solutions in writing of any potentially hazardous material known to exist or which may be present on or in the ground at the site. If any known hazardous materials at the site are disclosed to GEL Solutions after the execution of this Agreement, or if any such materials or unforeseen conditions are discovered by GEL Solutions after commencement of the services, the scope of services and other provisions of this Agreement shall be modified in a manner to be agreed upon by Client and GEL Solutions and all obligations of GEL Solutions under this Agreement will be suspended pending such modification.

C. The Client agrees to notify GEL Solutions of any discrepancies between the actual conditions at the site and the description of the physical discrepancies as known to Client. If all or part of the services are to be performed in an area in which man-made chemical compounds, dust fumes, gas, noise, vibrations and other particulate or non-particulate are in the atmosphere or the ground and raises a potential health

Page 5 of 5
Shadow Ridge Road Survey Proposal

11.

PAYMENT TERMS:

A. The Client agrees to pay for services provided by GEL Solutions in accordance with the terms of this Agreement between the parties, including any additional services in excess of those stated in this Agreement as specifically authorized by Client. Payment is due within 30 days of the date of the invoice.

B. Past due amounts are subject to interest at 1^{1/2} percent (1.5%) per month.

C. The Client's obligation to pay for the services contracted is in no way dependent or conditioned upon the Client's ability to obtain financing, approval of governmental or regulatory agencies, the Client's successful completion of the project, or upon being paid by the project owner or other third parties.

D. The Client agrees to compensate GEL Solutions for its services and normally reimbursable expenses if GEL Solutions is required to respond to legal processes related to GEL Solutions' services for the Client. Compensable services include hourly charges for all personnel involved in the response and attorney fees reasonably incurred in obtaining advice concerning the response, the preparation of the testifier, and appearances related to the legal process.

12. DISPUTE RESOLUTION/LITIGATION:

Client and GEL Solutions agree to make every effort to resolve all claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement through mediation. The parties further agree that the Client will require, as a condition for participation on the project and their Agreement to perform labor or services, that all contractors, subcontractors, sub subcontractors and material-persons, whose portion of the work amounts to five thousand dollars (\$5,000.00) or more, and their insurers and sureties, agree to this procedure. All disputes not resolved through mediation shall be decided by arbitration in Charleston County, S.C. in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the dispute arises. Any award rendered by the arbitrator or arbitrators shall be final and judgment may be entered upon it in accordance with North Carolina law.

Should litigation or arbitration be necessary to collect any portion of the amounts payable to GEL Solutions hereunder, then all of GEL Solutions' costs and expenses of litigation and collection, including without limitation, fees, court costs, and reasonable attorney's fees (including such costs and fees on appeal), shall be paid by the Client should GEL Solutions be granted a judgment or award in any amount in any such litigation or arbitration. The amount of GEL Solutions' costs and expenses of litigation and collection shall be added to and become part of any judgment or award granted to GEL Solutions and shall be recoverable by GEL Solutions as such.

13. SUCCESSORS AND ASSIGNS:

Neither Client nor GEL Solutions shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.

14. ENTIRE AGREEMENT:

This Agreement, including the contract documents, constitutes the entire agreement between the Client and GEL Solutions and supersedes all prior agreements. Any term, condition, prior course of dealing, course of performance, understanding, purchase order conditions, or other agreement purporting to modify, vary, supplement, or explain any provision of this agreement is of no effect unless placed in writing and signed by both parties subsequent to the date of this agreement.



Designation of Voting Delegate to NCACC Annual Conference

I, David J. Owen, hereby certify that I am the duly designated voting delegate for Caswell County at the 114th Annual Conference of the North Carolina Association of County Commissioners to be held during the Annual Business Session on August 14, 2021, at 12:45 p.m. in New Hanover County.

Voting Delegate Name: David J. Owen

Title: Chairman

In the event the designated voting delegate is unable to attend, Nathaniel Hall has been selected as Caswell County's alternate voting delegate.

Alternate Voting Delegate Name: Nathaniel Hall

Title: County Commissioner

Article VI, Section 2 of our Constitution provides:

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

Please return this form to Alisa Cobb via email by **Monday, August 9, 2021** close of business:

Email: alisa.cobb@ncacc.org

2021-2022 Vehicle Replacements / Fleet Vehicles

Department	Replacement / Fleet	Replaces		Use
Sheriff's Office	Charger	Charger	2012	Dodge Investigation
Sheriff's Office	Charger	Charger	2013	Dodge Patrol
Sheriff's Office	Charger	Charger	2013	Dodge Patrol
Sheriff's Office	Charger	Charger	2013	Dodge Patrol
Sheriff's Office	Charger	Charger	2014	Dodge Patrol
Sheriff's Office	Charger	Charger	2015	Dodge Patrol
Sheriff's Office	Charger	Charger	2015	Dodge Patrol
Sheriff's Office	Charger	Charger	2015	Dodge Patrol
Sheriff's Office	Charger	Charger	2017	Dodge to SRO Administrative
Sheriff's Office	Charger	Charger	2017	Dodge to SRO Administrative
Sheriff's Office	Charger	Charger	2017	Dodge Patrol
Sheriff's Office	Charger	Charger	2017	Dodge Patrol
Soil & Water	Truck	Truck	2011	Ford Ranger Staff
Planning	Truck	New Assignment		Staff
Library	Van	Van	2008	Kia Staff
Health	SUV	Ford Focus	2016	Ford Staff
Emergency Management	Truck	Truck	2005	Ford F250 Director
Solid Waste	Truck	Truck	2006	Chevrolet 1500 Director
* Building Inspections	Truck	Truck	2020	Chevrolet 1500 Director
* E-911	Truck	Truck	2020	Chevrolet 1500 Director / Asst. FM
* EMS	Truck	Truck	2020	Chevrolet 1500 Asst. Director
* Env. Health	Truck	Truck	2020	Chevrolet 1500 Supervisor
* Section 8	Truck	Truck	2020	Chevrolet 1500 Inspector
Vehicles Not Approved				
Health	SUV	New Assignment		Director
Animal Control	Truck	Truck	2010	Ford F150 Staff
* Denotes Equity Position Valuation Replacement				



Equipment List

Year	Equipment	model	Budget year	Amount	Funds	Notes
Unknown	Kaufman	Dump trailer	Unknown	Unknown	unknown	
1995	Bobcat	753	1998-1999	unknown	unknown	Bobcat is now used as a fork lift for moving recycling or unload / loading box trucks / unreliable
2005	Loader	410EX	2010-2011	\$ 31,603.00	Unknown ?	Loader with grapple
2012	Tractor	5083	2013-2014	\$ 44,003.00	Tax_Cap_outlay ?	Shared with the maintenance Department / Tractor with bush hog and 4-1 Bucket
2015	Bobcat	S530	2014-2015	\$ 32,877.08	unknown	Bobcat with 4-1 bucket
2016	Mack	Roll Off truck	2014-2015	\$ 149,147.83	Unknown ?	Move containers / Recycling
2017	Freightliner	Pac_Mac	Unknown	\$ 127,595.00	State_Scrap Tire/ White good Solid waste Disp.	Truck with loader arm
2019	Rtv	Kubota	2019-2020	\$ 25,139.63	State_Scrap Tire	Shared with Lake / Maintenance RTV with snow blade
2020	Trailer	Tilt	2019-2020	\$ 4,110.35	State_Scrap tire	This Trailer was bought to haul the RTV
2020	Trailer	Equipment Trailer	2019-2020	\$ 4,110.35	State_Scrap tire	Equipment trailer
2020	Bucket	Grapple	2019-2020	\$ 2,120.00	State_Scrap tire/ White Goods	
2021	Bobcat	S64	2020-2021	\$ 54,927.04	State_Scrap Tire	Bobcat package - Forks, Sweeper, Root/Brush, Flat Bucket
unknow	Welder/generator	Amp	2019-2020	unknown	State_Solid waste Disp.	Purchased in conjunction with Maintenance

Scrap Tire Funding - Funds provided by the State. If not used, no additional appropriations are made until current funds are drawn down.

White Goods Funding - Funds provided by the State. If not used, no additional appropriations are made until current funds are drawn down.

Solid Waste Disposal - Funds provided by the State. If not used, no additional appropriations are made until current funds are drawn down.

1987	0.5800	0.19	0.33	0.0300			
1988	0.6000	0.19	0.33	0.0300			
1989	0.8200	0.19	0.33	0.0300			
1990	0.8200	0.19	0.33	0.0300			
1991	0.8200	0.19	0.33	0.0300			
1992	0.6900	0.19	0.33	0.0300			
1993	0.7000	0.19	0.33	0.0300			
1994	0.7450	0.19	0.33	0.0300			
1995	0.7900	0.19	0.33	0.0300			
1996	0.7050	0.19	0.33	0.0300			
1997	0.7050	0.19	0.33	0.0300			
1998	0.7050	0.19	0.33	0.0300			
1999	0.7350	0.19	0.33	0.0300			
2000	0.6411	0.19	0.30	0.0300			
2001	0.6411	0.19	0.30	0.0254			
2002	0.6611	0.23	0.30	0.0254			
2003	0.6611	0.23	0.30	0.0254			
2004	0.6000	0.23	0.30	0.0254			
2005	0.6000	0.23	0.30	0.0230			
2006	0.6450	0.20	0.30	0.0230			
2007	0.6720	0.20	0.34	0.0230			
2008	0.6290	0.20	0.33	0.0230			
2009	0.6290	0.20	0.33	0.0210			
2010	0.6590	0.23	0.33	0.0210			
2011	0.6590	0.30	0.33	0.0210			
2012	0.6590	0.30	0.33	0.0210			
2013	0.6560	0.35	0.33	0.0210			
2014	0.6790	0.35	0.33	0.0235			
2015	0.6790	0.35	0.33	0.0235			
2016	0.6790	0.35	0.33	0.0235			
2017	0.7459	0.35	0.33	0.0235			
2018	0.7090	0.35	0.33	0.0369			
2019	0.7350	0.35	0.33	0.0369			
2020	0.7350	0.45	0.33	0.0369			

Solid waste fee

1st Year for Solid Waste Fee/1st Year Vehicle Tax Separate

1st Year County collected Vanceville Town Tax

Solid Waste Rates

Chatham County	\$125.00
Orange County	\$142.00
Ashe County	\$150.00
Granville County	\$116.00
Caswell County	\$113.00

One Can - Curbside	
First Piedmont - Curbside - Weekly	\$345.06
Elfland Trash Sercive - Curbside - Weekly	\$336.00
Hill Top Recycling - Curbside - Bi-Weekly	\$114.00



All Locations Yearly

Year	Pulls	Tons	Total Amount
2015-2016	1147	7660.66	\$493,485.83
2016-2017	1208	7855.43	\$506,563.80
2017-2018	1307	8552.19	\$551,566.77
2018-2019	1465	8896.07	\$602,958.34
2019-2020	1964	11448.12	\$753,112.58
2020-2021	2232	12350.71	\$830,752.58
Total	9323	56763.18	\$3,738,439.90