MINUTES – JANUARY 22, 2019

The Caswell County Board of Commissioners met in regular session at the Caswell County Historic Courthouse in Yanceyville, North Carolina at 6:30 p.m. on Tuesday, January 22, 2019. Members present: Rick McVey, Chairman, Jeremiah Jefferies, Vice Chairman, Sterling Carter, William E. Carter, Nathaniel Hall, Steve Oestreicher and David Owen. Also present: Bryan Miller, County Manager, Brian Ferrell, County Attorney and Luke Burris representing The Caswell Messenger. Paula P. Seamster, Clerk to the Board, recorded the minutes.

MOMENT OF SILENT PRAYER

Chairman McVey opened the meeting with a moment of Silent Prayer.

PLEDGE OF ALLEGIANCE

The Board of Commissioners and all the guests in the audience recited the Pledge of Allegiance.

APPROVAL OF AGENDA

Commissioner Owen asked to add an item to the agenda for the appointment of the PRO Transportation Committee member.

Commissioner Hall asked to add an item to the agenda for comments to the Wildlife Committee.

Chairman McVey stated that the PRO will be added as #12 and Wildlife Committee as #13.

Commissioner Jefferies moved, seconded by Commissioner Owen to approve the agenda as amended. The motion carried unanimously.

APPROVAL OF CONSENT AGENDA

Commissioner Jefferies moved, seconded by Commissioner Owen to approve the Consent Agenda. The motion carried unanimously.

The following items were included on the Consent Agenda:

A. Approval of Minutes of December 20, 2018 Special Meeting

B. Approval of Minutes of December 20, 2018 Emergency Meeting

C. Approval of Minutes of January 7, 2019 Regular Meeting

D. Approval of FY 2018-2019 Budget Amendment #5

PUBLIC COMMENTS

Chairman McVey opened the floor to Public Comments.

Chairman McVey asked if there was anyone that would like to speak during Public Comments. With no comments Public Comments was closed.

RECOGNITIONS

Commissioner W. Carter recognized the fire fighters, first responders and DOT workers that cut down the trees with chainsaws that were blocking roads during the last storm the County had.

Commissioner S. Carter stated “I would just like to agree with Commissioner Carter’s comments. It was a very swift response during the last two storms. It was impressive and each one responding in a very professional manner. I would also like to recognize the volunteers and staff that have been manning the skating rink; it has received a lot of positive reviews. Also for the citizens that are very active in the Connect Caswell 2020 surveys.”

RECREATION DEVELOPMENT FOUNDATION

Mr. Brian Collie came before the Board as the President of the Recreation Development Foundation, Inc. (RDF). He stated that the RDF was formed in 1997 as a non-profit organization. Mr. Collie stated that this organization laid dormant for about 4 or 5 years but was revived about 2 or 3 years ago to raise funds to help the Parks and Recreation facility. He stated that the organization has purchase 3 scoreboards for Fields 1, 2 and 3 to replace the scoreboards that have not been in operation for several years. Mr. Collie stated that fundraisers were held to raise these funds and $11,000 was spent to purchase these scoreboards. He added that Jamie Cook a member of the RDF has offered to pick up the scoreboards in Wrightsville, GA so that will save the county about $600 in shipping costs. Mr. Collie stated that the scoreboard will be 5 feet by 10 feet. Mr. Collie asked the Board for its blessing to install these scoreboards at the Parks and Recreation facility. He added that in discussions with the county manager and recreation director he asked for help with the installation costs of these scoreboards which would be around $2,000 and the county manager found those funds in the Parks and Recreation budget the money for this installation.

Commissioner Owen thanked the Recreation Development Foundation board for all the work that they do for the Recreation Department and for the children in the county.

APPROVAL OF RESOLUTION SUPPORTING JUVENILE CRIME PREVENTION COUNCIL ALLOCATION EXPENSE

Mr. Miller stated that the Raise the Age Campaign was successfully completed rising the age of prosecution to age 18 for most misdemeanor crimes. He added that while this will save the state funding overall it will initially create a hardship on the juvenile court system by placing more offenders in the juvenile court system. Mr. Miller informed the Board that the resolution is simply urging legislature to appropriate more money into the Juvenile Crime Prevention Council funding stream from the state and not from the county’s standpoint. He added that there is a Juvenile Crime Prevention Council in all 100 counties so all 100 counties are being asked to support this same resolution.

Commissioner Owen stated that he understands that Caswell County only has juvenile court one day. Mr. Miller responded the Caswell County has two different programs: the traditional JCPC program and Roots and Wings and all of these programs fall under the Juvenile Crime Prevention Council and receive state funding. He added that it is not just court, it is the prevention policies in place, counseling services, etc. Commissioner Owen stated that the point he was trying to make is that it went from two days to one in the court system and this happened when the county was redistricted with Rockingham County.

Commissioner Hall moved, seconded by Commissioner Owen to approve the resolution Supporting Juvenile Crime Prevention Council Allocation Expansion. The motion carried unanimously.

Caswell County Board of Commissioners Resolution Supporting Juvenile Crime Prevention Council Allocation Expansion

WHEREAS, Juvenile Crime Prevention Council (JCPC) funding is a partnership between the State of North Carolina and the County to ensure a local continuum of services for court involved and at-risk juveniles; and,

WHEREAS, the Juvenile Crime Prevention Council, under the authority of NCGS 143B-851, and within the scope of its powers and duties, “Each County Council shall annually review the needs of juveniles in the county who are at risk of delinquency or who have been adjudicated undisciplined or delinquent and the resources available to address those needs. In particular, each County Council shall assess the needs of juveniles in the county who are at risk or who have been associated with gangs or gang activity, and the local resources that are established to address those needs,” and,

WHEREAS, the Juvenile Justice Reinvestment Act passed in 2017, also referenced as North Carolina’s Raise the Age legislation, expands the age of juvenile jurisdiction, increasing it to include juveniles ages 16 and 17 years of age effective December 1, 2019; and,

WHEREAS, Raise the Age legislation will increase the need for immediate and age-appropriate sanctions and diversion services for juvenile offenders and those at-risk of delinquency; and,

WHEREAS, JCPC funding has seen no increase in more than nine years; and,

WHEREAS, the effort to immediately and effectively address juvenile offending behavior is an evidence-based investment in North Carolina’s future; and

WHEREAS, effective intervention and programming reduces detention and youth development commitments as a cost savings to the state and county;

NOW, THEREFORE BE IT RESOLVED, that Caswell County fully supports an adequate and timely increase of local Juvenile Crime Prevention funding to ensure program expansion and successful implementation of the Juvenile Justice Reinvestment Act Raise the Age Legislation, set for December 1, 2019.

Adopted this 22nd day of December 2019.

S/Rick McVey\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ S/Paula P. Seamster\_\_\_\_\_\_\_\_\_\_

Chairman Clerk to the Board

PROPOSED CASWELL COUNTY KENNEL ORDINANCE

Mr. Miller informed the Board that he wanted to start the process tonight. He added that he submitted the proposed Kennel Ordinance to the Board several meetings back. Mr. Miller stated it was put on the agenda to start the discussion. He suggested that the Board hold a public hearing to hear what the public has to say about the Kennel Ordinance. Mr. Miller stated that this ordinance comes as a product of his and Kim Steffan’s, APS attorney, conversations.

Mr. Ferrell stated that the draft does have its origin with Ms. Steffan and her good work on behalf of the Animal Protection Society. He added that he has read through the proposed ordinance. Mr. Ferrell stated that the County’s Codification is moving forward pretty quickly so if the Board is ready to move forward the ordinance may come back in a slightly different format to match the pending codification project.

Chairman McVey asked if the Board need to hold a public hearing. Mr. Miller responded that a public hearing is not required but it is recommended. Chairman McVey asked about a time to hold the public hearing. Commissioner Jefferies recommended holding the public hearing the second meeting in February which would be February 18, 2019.

Commissioner Hall stated that after reviewing this it reminded him of the Animal Control Ordinance and the Board had taken out the section relative to the Conservator’s Center and he did not think it had been finalized. Mr. Miller responded that the Board left that section as it was in the old Animal Control ordinance. Commissioner Hall asked if it was the County’s intent to leave it that way. Mr. Miller responded that he did not think so. He added that it will be brought back before to the Board at some time in the near future. Commissioner Hall stated that he would like to get it back on the agenda to address it.

Commissioner Oestreicher asked if the Kennel Ordinance is a standalone ordinance or if it is a part of the Animal Control ordinance. Mr. Miller responded that it is a standalone ordinance.

UPDATE ON LEGISLATIVE GOALS CONFERENCE

Commissioner Owen stated that he placed at each Commissioner’s place a list of the legislative goals that were voted on and approved by the Legislative Goals Committee. He stated that it was a very good process. The top five priority goals are:

1. Seek legislation, funding, and other efforts to expand digital infrastructure/broadband capability to the unserved and under-served areas and residents of the state.
2. Seek additional revenue sources, including a statewide bond and lottery proceeds, to equitably address statewide public school and community college capital challenges.
3. Support efforts to preserve and expand the existing local revenue base of counties and authorize local option revenue sources already given to any other jurisdiction to all counties. Oppose efforts to divert to the state, fees or taxes currently allocated to the counties or to erode existing county revenue streams.
4. Support provision of state resources to ensure county ability to provide essential public health, behavioral health and social services, with specific consideration to the challenges of incarcerated persons, the continued county role in behavioral health governance, and programs addressing substance use disorder, throughout Medicaid transformation.
5. Seek legislation to repeal the statutory authority under N. C. General Statute 116C-431(c) that allows a local school board to file suit against a county board of commissioners over appropriations to the local board of education’s capital outlay fund.

Commissioner Owen state that one goal was added during the conference and that was Health and Human Services goals # 5 which is: Seek to revise the provision of G.S. 108A-74 requiring counties to enter into annual written agreements for all social services programs other than medical assistance. He added that he was surprised that this goal did not make the top 5 because there was a lot of discussion about this item. Commissioner Owen stated that there are copies of the goals on the clerk’s table for the public.

DISCUSSION ON MEMORANDUM OF UNDERSTANDING BETWEEN BOARD OF COMMISSIONERS AND BOARD OF EDUCATION

Mr. Ferrell informed the Board at its last meeting he presented a memorandum of a first draft cooperative agreement with the Board of Education with a redline copy of changes to that draft. He added that the county manager and superintendent were able to successfully resolve the technical issues that he had listed in the memorandum concerning the funding sources, the timing of payments and how it worked in connection with the USDA loan. Mr. Ferrell stated that those hurdles have been met and were all positive resolutions. He added that it now leave the revisions to the agreement itself and the proposed revisions are before the Board for its thoughts. Mr. Ferrell stated that the end goals is once the Board is satisfied with the agreement he will send it back to the school board’s attorney in hopes of a final agreement.

Commissioner Owen stated that he wanted this on public record that the statutory requirements for the Board or County as the contracting agent is that everything is covered in the agreement as far as what is to do. Mr. Ferrell responded that it does and that it also gives the school board’s role for designing the school facilities. He added that both the County’s responsibility of bidding and contracting as is the school board’s fundamental piece in design work.

Commissioner Oestreicher stated that he read every inch of the agreement and he has oodles of questions and comments that he would like to go through. He stated that on the second page of the memorandum in Section III. I says ‘unless ownership of the High School is revisited’ this was mentioned about a potential serious sales tax rebate if the facility is owned by the county possibly up to $1 million in sales tax and he wanted to know if it was possible for the county to purchase the high school or $1 and then reselling the high school back to the school board after completion for $1. Mr. Ferrell responded that there is way of altering the ownership to take advantage of the sales tax issue. He added that this has not been discussed with the school board. Commissioner Oestreicher asked if there would be an appropriate place in the MOU to discuss this issue. Mr. Ferrell responded that this is included in the MOU but the question would be if the County is interested in the sales tax refund there would need to be a conversation with the school board about this issue. Mr. Ferrell stated that the MOU addresses that the school board owns the property. Commissioner Oestreicher stated that he would like for the Board to consider doing this because it is a considerable amount of money the county would receive back in sales tax and it is more of an administrative issue than a real issue. He continued by saying on the first page of the MOU he asked about the significance of the phrase ‘body politic and corporate’ and what means and why it is used here. Mr. Ferrell responded that the school board is its own entity formed by legislature just like the county and that is how it is referred that the school board is a body politic and corporate and that it is its own freestanding corporate entity created by virtue of a legislative act. Commissioner Oestreicher stated that throughout the agreement parties is referred to without being capitalized and it wanted to know if it is well understood by everyone or does the term parties need to be defined in this agreement. Mr. Ferrell responded that there are two ways to do this but he thinks it is implicate. He added that in some agreements it says the school board and county will be referred to as a party or collectively referred to as the parties but it can be added. Commissioner Oestreicher stated that for the sake of good order he would suggest that it be included. Mr. Ferrell responded sure. Commissioner Oestreicher stated that he wasn’t a part of the Board at the time but he believes last year the Board voted to accept and pursue the obtaining of the USDA loan but in the very first paragraph on the second page he did not get the sense that this is a part of this agreement that this was the Board’s action to obtain the USDA loan and it is almost like it is still pending. Mr. Ferrell responded that if he would look at the second WHEREAS paragraph it specifically says ‘the County intends to proceed with long-term financing of certain costs…through the…USDA because the USDA offers a financing term at an interest rate more advantageous to the County than other available options:’ but he would be happy to add clarity to that but the intent was to cover the point that Commissioner Oestreicher made. Commissioner Oestreicher suggested it read the Board voted to instead of intends, voted to proceed with. Mr. Ferrell responded so the agreement should read ‘voted to proceed with’ instead of ‘intends to proceed’. Mr. Ferrell stated that he would have to go back and look at the vote or maybe the clerk would know the vote but he gets Commissioner Oestreicher’s point. Commissioner Oestreicher stated that this has been a point of contention in the past and he wants to make it absolutely clear that no other funding has been considered. Mr. Ferrell responded okay. Commissioner Oestreicher continued on page 3 under PURPOSE in the last sentence ‘and such other items that may be deemed necessary to create an adequate educational facility.’ He wanted to know who would make this decision. Mr. Ferrell responded that in the purpose section there have not been any assigned roles and responsibilities yet but it comes later in the agreement. Mr. Ferrell stated that the design and up fitting of the school would be the responsibility of the school board. Commissioner Oestreicher asked if it would be redundant to add ‘as defined later in the agreement’. Mr. Ferrell stated that it could be done. Commissioner Oestreicher continued on page 5 which deals with the formation of a committee. He added that he thinks someone else wants to talk about this issue later. Commissioner Oestreicher stated that it has been discussed about the desire for the county to have a project monitor to support the county manager in his supervision of the payment portion of the project. He asked if this was the proper place to put that. Mr. Ferrell responded that if the county knows at this point that it is interested in having a project expeditor or sort of a superintendent to help the county manager to sort of supervise the project he thinks it would fit under the supervision of the project if the Board wants to add the notion that the county intends to track with a project monitor it can be added here. Commissioner Oestreicher stated that he thinks the Board needs to make it clear that any project such as this one there is only one project manager and that would be the person hired by the construction company and the project monitor is not a co-project manager, this person will only assist the county manager in making sure that what is being done matches what is being paid. Mr. Ferrell responded that this individual will be a contractor for the county for its own internal review.

Commissioner Owen stated that he thinks there needs to be a consensus of the Board if that is the direction the Board wants to take before it is included in this agreement. Mr. Ferrell stated that the Board can take action on everything that has been discussed up to page 5 if it would like to and then move forward on the rest of the agreement. Commissioner Oestreicher asked if there should be a consensus or a motion made because this was originally going to be discussed during the work session. Mr. Ferrell responded that it could be handled in several different ways. He added that one way would be to collect comments and then he could bring it back and the Board could endorse the entire agreement before being sent to the school board’s attorney or it can be handled now.

Commissioner Oestreicher moved, seconded by Commissioner Owen to accept the changes made through page 5 that have been discussed between the county attorney and Commissioner Oestreicher as part of the draft.

Commissioner Hall asked how much the project monitor would cost. He added that the school board would have a project manager and he did not know if it would be cost effective to have a monitor to assist the manager. Commissioner Hall stated that he does not feel good about this. Chairman McVey responded that he was the one that recommended that the county hire someone to represent the county’s interest. He added that just because the architect has a project manager on the scene does not mean that he or she is looking after the county’s interest.

Commissioner Jefferies asked where the money is going to come from to pay for this position. Chairman McVey responded that it would come out of the contingency fund and he asked the county manager to confirm this. Mr. Miller stated that this is what has been discussed. Commissioner Jefferies stated that the school board would have someone there to report back to the county manager and the superintendent and then they are supposed to carry that information back to their board. Chairman McVey responded that they are supposed to bring the information back to the board but he has seen where things are slipped through the cracks and the information is not brought back to the board and then a year later it is on the county to make the repairs.

Commissioner Oestreicher stated that this position is a part time job and it will only last until the project is completed and the figure that was discussed was less than $80,000. Chairman McVey responded that it would probably be in the $50,000 range.

Commissioner Hall stated that he thought in earlier discussions Commissioner Owen said there would only be one person in charge in terms of the project manager. Commissioner Owen responded that the school board would have its project manager. Commissioner Hall asked why an individual would be paid $80,000 that would not have any input. He thought other things could be done to look after the best interest of the county like requiring people to be bonded. Chairman McVey responded that most of the contractors have to be bonded and have liability insurance but he has seen things come up where a project manager was not looking after the best interest of the county. He added that if the county hires a project monitor and something comes up after the warranty has expired the county can hold the project monitor responsible. Commissioner Jefferies asked if the project monitor would be bonded. Chairman McVey responded that he would have to be bonded.

Mr. Ferrell stated that the first thing that will happen is the county will hire an architect. He added that the architect designs the project, develops the drawings and puts the schematics together. Mr. Ferrell stated that the architect will then help the county bid the general contractor portion of the contract. He added that the general contractor will then be responsible for the day to day construction of the project. Mr. Ferrell stated that the architect will stay on for the purposes of reviewing pay applications and percentages of completion of the project. He added that the architect will stay on to help the county to give advice on revisions, amendments and other things related to the project. Mr. Ferrell stated that the idea of a county representative or a monitor is to look over the shoulder of the architect to make sure that everything is on tract and that the pay applications are complete and to make sure that the change order is a design issue or a timing issue or a contracting issue and to help the county understand its responsibilities when inevitable issues come up. Commissioner Oestreicher added that one way to look at this position is as a quality assurance person.

Commissioner S. Carter stated “It was along the lines of what said Commissioner Hall; I am just unsure exactly what the difference is between a manager and a monitor and where that money is going to come from, contingency. The word monitor doesn’t ring a bell we have had several joint meetings about this and I don’t recall that. It just makes me curious as to why we need to have a monitor for this school building when we have not in the post. Why do we need additional oversight person and is it absolutely necessary? I don’t doubt Chairman McVey’s about being this field and we know that some things do go awry sometimes. I don’t doubt that comment either but I just don’t feel that I am prepared to make that decision at this time.”

Commissioner Owen stated that he misunderstood the motion. He stated that when it was said the Board was going to approve through page 5 and that did not include the monitor so that is why I seconded the motion. Commissioner Owen stated that he was going to withdraw this second on the motion because the project monitor is not already in the agreement. He added that he thought the Board was just approving the 5 pages of the agreement that were already written. Commissioner Oestreicher responded that when he made the motion he stated that it would include all of the conversation up to page 5 which included the project monitor. Commissioner Owen stated that he misunderstood that part of the motion. Mr. Ferrell responded that he understood the motion to include the revisions that were mentioned as well as the project monitor. Commissioner Owen stated that he did not understand that and he asked if he could withdraw his second on the motion. Mr. Ferrell responded that this could be done. Commissioner Owen asked if the project monitor has to be included in the MOU. Mr. Ferrell responded that the county can engage a service provider at any point but in the spirit of collaboration it thinks it makes sense to put it in the agreement especially if it is going to be a project expense.

Chairman McVey asked Commissioner Owen if he withdrew his second. Commissioner responded yes but if Chairman McVey wanted to second it he could to have the Board vote on it so the Board will know how to proceed.

Commissioner Oestreicher moved, seconded by Chairman McVey to accept the changes made through page 5 that have been discussed between the county attorney and Commissioner Oestreicher as part of the draft.

Commissioner W. Carter asked if the Board was voting on the 5 pages or the 5 pages with the project monitor. Commissioner Oestreicher responded the Board is voting on the 5 pages with the monitor.

Commissioner Hall stated that he did not see this as a spirit of collaboration because this Board as saying that we do not trust the school board’s project manager so the county is going to hire someone else and that is not how he would want to start a project. Commissioner Owen responded that he understands what Commissioner Hall is saying but he knows that this was never the intent of the project monitor in the discussions that he has heard.

Commissioner Oestreicher stated that he would be happy to revise his motion. Mr. Ferrell responded that he wanted to make sure that everything is documented by the clerk. He continued by saying that there has been a motion and a second but what Commissioner Oestreicher wants to do is to amend his motion and Chairman McVey can second the amendment or withdraw his second.

Commissioner Oestreicher moved, seconded by Chairman McVey to cover the items in the MOU that he and the county attorney has reviewed through page 5 with the exception of the project monitor. The motion carried unanimously.

RECESS

The Board took a brief recess.

DISCUSSION ON MEMORANDUM OF UNDERSTANDING BETWEEN BOARD OF COMMISSIONERS AND BOARD OF EDUCATION cont’d

Commissioner Oestreicher continued on page 6 Section 3c. Covenants as to the Completion of the School Project. He stated that this is where he would like to discuss the concept of selling the high school to the county for $1 so that the county can apply for a sales tax rebate and then sell it back to the school board for $1 after completion so the sales tax rebate can go to the retirement of the debt. Mr. Ferrell responded that if the Board is interested in doing that then it should have a discussion with the school board. He added that the school board would have to agree to that but the only thing really happening here is being able to take advantage of the sales tax rebate.

Commissioner Oestreicher moved for the county attorney to add a provision that the high school be sold to the county for $1 until the completion of the project and at this point the high school will be sold back to the school board for $1.

Mr. Ferrell recommended stating to structure the transaction in a way that takes advantage of the sales tax rebate and the mechanics of how to do this can be discussed with the school board’s attorney.

Commissioner Oestreicher moved, seconded by Commissioner W. Carter to structure the transaction in a way that takes advantage of the sales tax rebate.

Commissioner Hall asked for clarification on the sales tax rebate. He stated that his assumption is that there is no way that the school board can make application for a sales taxes refund. Mr. Ferrell responded that it is his opinion from the reading of the statute that the school board is not one of the entities listed to take advantage of the sales tax rebate. He added that he is not a school board attorney and he may not have all the information on this fact and that is the reason why he asked for the motion to be made the way it was.

Commissioner S. Carter asked “If the school board and county are co-parties in this agreement is there a way to accomplish that goal without the conveyance as per the attorney’s comments the project in his words is there any other way that this can be accomplished. I want to agree with what Commissioner Hall said if we can maybe word it that way and see if there are options available without going through this process?” Mr. Miller responded that back to Commissioner Oestreicher’s original comments the board of education is a body politic created by legislature, they are their own entity. He added that the Board of Commissioners are tasked with funding the project including paying the bills and the board of education cannot apply for a refund if the County is paying the bills, the County has to be the entity that makes the application for the sales tax rebates but if there is a way it can be done the County will explore those options. Commissioner S. Carter continued “They may not agree to the conveyance.” Mr. Ferrell responded that the County can pursue other options but it will be a significant rebate.

Commissioner W. Carter asked what year the sales tax refund would be made. Mr. Ferrell responded that he did not know when it would hit the budget but the county would have to apply for the rebate.

Commissioner Oestreicher asked if it would be after the project is complete or can it be pay as you go. Mr. Ferrell responded that it may be on an ongoing basis once the sales tax is paid but he would have to follow up with the finance office to be sure.

Chairman McVey asked for a restatement of the motion. Mr. Ferrell responded that the motion was to amend the agreement to add a provision that the Board is going to work with the School Board on the structure of the transaction so the County can take advantage any and all available sales tax rebates.

Upon a vote of the motion, the motion carried unanimously.

Commissioner Oestreicher continued on page 6 paragraph d. the second sentence ‘such procedures shall be design-bid-build procedures’ and his copy does not show anything past that until later in another sentence where it says ‘The County shall issue a request’. Mr. Ferrell responded that he could do some wordsmithing on that sentence if it is not clear. He added that the point is the county and the school system will use the design-bid-build delivery method for this project. Commissioner Oestreicher stated that this sentence just did not make sense the way it was worded. Commissioner Oestreicher stated that on page 7 paragraph i. the word ‘parties’ is not defined. Mr. Ferrell responded that he has already done that in another section. Commissioner Oestreicher continued on page 9 Default by Others. He stated that when he was reading this the word ‘independently’ jumped out ‘the County, and/or the Board, as appropriate, may proceed, independently or in conjunction with others, to exhaust the remedies’. He added that to him this applied double jeopardy that the contractor can be sued by the County and by the school board and by anybody else for the same discrepancies, error or defense. Mr. Ferrell responded that this is not the way it would work. He added that there will be a tri-party agreement consisting of the County and School Board on one side together and the architect as the service provider; then the County and School Board together and the general contractor as the service provider. Mr. Ferrell stated that this gives both parties the comfort to say if there is a breach in any of these agreements they have a right to bring a claim and the assumption is that others would mean together. He added that he did not do any revisions to this paragraph because it was a reasonable concept. Commissioner Oestreicher asked how the following paragraph was different from this paragraph. Mr. Ferrell responded that the first paragraph is for the contractors while the second paragraph is for the suppliers and focuses on warranty and service agreements. Commissioner Oestreicher stated that he would speak to the county attorney on the side about what the definition of sovereign immunity. He continued on page 10 h. Termination of Agreement. Commissioner Oestreicher asked if it needed to be defined what project completion is. Mr. Ferrell responded that this is a term in construction contracts, there is substantial completion, terms of occupancy dates and then the project completion punch lists but it can be clearer. He stated that he could do a better job on defining what completion is. Commissioner Oestreicher stated that he does not like vague terms. Mr. Ferrell responded that he could make that clearer. Commissioner Oestreicher continued with page 10 paragraph j. he stated that it was his recollection that there was a $3 million amount that had been set aside by the Board of Education for safety and security and he did not see the $3 million listed and he wanted to know if that should be included. Mr. Ferrell responded that he made a note there ‘Note to draft-confirm contribution figures and anticipated payoff amount.’ He added that he did not do anything with j. but he asked the county manager to speak to the contribution amounts listed. Mr. Miller stated that it was his understanding that the contribution needed for safety and security is $1.4 million for the elementary schools, the $653,925.00 from ADM funds will be used for the payoff of Dillard and $1.6 million will be used to fund the project as a whole, then there is the $15 million grant. Commissioner Oestreicher stated that he did not see the $1.6 million listed in the agreement anywhere. Mr. Ferrell responded that it could be added in as an additional funding source but it was mentioned in a previous section.

Commissioner Oestreicher moved for the Board to accept the revisions and changes that have been made from page 5 to this point.

Chairman McVey stated the motion dies due to a lack of a second.

Commissioner Jefferies stated that he would like to make a motion to put the superintendent, county manager and project manager on the committee and any money that is left off after the project backs back towards the taxpayers’ debt. He added that the superintendent will report back to the School Board and the county manager will report back to this Board. Commissioner Owen stated that he would second the motion.

Mr. Ferrell stated that essentially the committee members would be the superintendent, county manager and project manager. Commissioner Jefferies responded yes.

Commissioner Jefferies moved, seconded by Commissioner Owen to appoint a committee of the superintendent and the county manager and to revert any unspent funds.

Commissioner Oestreicher asked how this effects the agreement on page 5. He asked if this portion will be removed or modified. Mr. Ferrell responded that if the concept is for the county manager to report to this Board and to work with the superintendent and then the superintendent will work with the manager and reports to her board but it makes sense to him to get rid of the committee section of the agreement.

Commissioner S. Carter asked “Sort of on the lines of Commissioner Oestreicher are we going to continue to go through this agreement discussing things or is this a done deal besides the cleanup is it a done deal?” Chairman McVey responded that he thinks the Board needs to look at the agreement one more time after the county attorney makes the changes and to put it on the agenda at the work shop and vote on it at that time. He added that right now the Board is voting on Commissioner Jefferies motion. Commissioner S. Carter continued “Will it be allowed for additional comments and discussion after this motion?” Chairman McVey responded that he guessed so.

Upon a vote of the motion, the motion carried unanimously.

Mr. Ferrell stated that he wanted to be clear that he is going to make the changes that he has been directed to change and have another version ready for the Board’s work session and he will be ready for further directions from the Board. Chairman McVey responded that the Board will try to do a final vote on the agreement at the work session.

Commissioner S. Carter stated “Mr. Chairman that list that we have all been through the governing bodies, I think we got some of the pages mixed us, we have a redline version and then we have a clean version.” Mr. Ferrell responded that the pages are different between the two versions. I have the clean version and I have a change on page 3 part 2 Supervision of the Project if you go through the sentences it is about half way down ‘The County and any Funding Source shall be involved in the design, improvement, renovation construction, and equipping of the…Project on an ongoing basis, including but not limited to review’ this goes back to the joint meetings we had about oversight versus involvement and I guess I am seeking clarification on what involved means in this. Yes we are a part of the approval process but it is basically it is already there to present and also the wording of continuity.” Mr. Ferrell responded that the USDA has told the County pretty clearly that they want to see in advance all of the contracts and it is a requirement that the County does an intensive financial feasibility model, turn in preliminary design scope so there are a number of requirements that the USDA has related to the project. He added that the USDA approves every payout application, they will look at every change order and that is the idea there in the agreement. Commissioner S. Carter continued “I guess to the common person it goes back to that conversation we had that we will go through a committee for the design and from the way I understand it there is a lot of contract formalities. This leaves it pretty open and then the sentence I did not like was about the design and equipping because that belongs to the school and the architect and the agreement says the county will be involved in the design.” Mr. Ferrell responded that it is not intended to be a conflict but for the boards to work together. He added that he could look at the language and see if there is a way to marry it. Commissioner S. Carter stated “Oversee versus involved because the Board will be overseeing change orders. Mr. Ferrell responded that the question Commissioner Carter is having is involved verses oversee by nature the Board will oversee but it also has to be involved. He added that maybe he could do something like ‘notwithstanding the foregoing the Board shall oversee the design’ to make sure that it is their purview and he asked Commissioner Carter if this would handle his issue. Commissioner S. Carter continued “Sounds close.” Mr. Ferrell responded that he would look into this and there will be another opportunity to get the language in a way that meets Commissioner Carter’s needs. Commissioner S. Carter stated “And then change orders on my page 4, Part 3. Section e. it says ‘and shall assume responsibility for approving change orders to such designs, plans and specifications that the Board requests consistent with the terms of this Agreement.’ I guess that means to discuss all the change orders with minor, little nitty-gritty things and all of those things have to be brought initially to this Board and be talked about and the manager will present.” Mr. Ferrell responded that the Board can decide what authority it wants to give to the county manager to approve those change orders. He added that he thinks the USDA will want to see every single change order and the USDA will want to see every single payout application and because the County is paying the bill it will have to sign those. He added that maybe the Board should set a threshold on contracting authority of maybe $5000 and anything under that amount or anything that does not involve the addition of funds but the Board will have to work with the manager on the authority the Board wants to give him on those issues. Commissioner S. Carter asked “Is this the proper place and time to discuss those areas?” Mr. Ferrell responded no, he sees that as a separate internal question but it would be helpful to the manager to have some parameters but he did not think that should be a part of the cooperative agreement with the school board. Commissioner S. Carter continued “That is all I have at this point.”

RURAL PLANNING ORGANIZATION TRANSPORTATION ADVISORY COMMITTEE

Mr. Miller stated that it has been requested of the Board to make an appointment to the Rural Planning Organization Transportation Advisory Committee. He added that the meetings are held quarterly and they are held in Kernersville.

Chairman McVey asked Commissioner Oestreicher if he would serve on this committee. Commissioner Oestreicher agreed to serve.

Commissioner Owen moved, seconded by Commissioner McVey to appoint Commissioner Oestreicher to the Rural Planning Organization Transportation Advisory Committee. The motion carried unanimously.

WILDLIFE ADVISORY COMMITTEE

Commissioner Hall stated that the Board appointed a Wildlife Committee and he wanted to make some comments. He continued by saying that over the last couple of weeks he was contacted by 2 hunting clubs about the way hunting was conducted in Caswell County this past season. Commissioner Hall stated that one club was from the county and the other club was from outside the county and they had a couple of concerns that Commissioner Hall wanted to pass on. Commissioner Hall stated that they stated that the season for hunting does was reversed, it was moved from the end of the season to the beginning of the season and many of the hunters that come in from outside the county stated that this was not convenient for them to come at the beginning of the season. He added that the other concern was about the gates. Commissioner Hall stated that a couple of years ago the county talked to Wildlife about opening gates and making some of the roads available and the hunters still have this problem and some of the Wildlife people are pretty adamant and will not open the gates. He stated that the clubs had a problem specifically with a Wounded Warrior Hunt and some of these wounded warriors could not walk 2 or 3 miles to hunt and if they killed an animal they could not carry it out so these clubs want some consideration from Wildlife again to open these gates. Commissioner Hall stated that the clubs talked about the number of hunters that came to Caswell County this past season was less than the average over the years and this will have an economic impact to the local businesses. He added that the store off of 62 does a pretty good business during hunting season but if you don’t have as many hunters coming in then the business drops. Commissioner Hall asked the Wildlife Committee to talk a look at these issues and he would be glad to provide the names of the two hunting clubs to contact.

Chairman McVey asked the county manager to get in touch with the Wildlife people. Mr. Miller responded that he would.

Commissioner W. Carter stated that he remembered when the Wildlife came and there was discussion about making the road accessible and apparently nothing has been done. Commissioner Hall responded not from what he was told.

Commissioner Oestreicher asked what the impact, implication, rationale for moving the doe season. Commissioner Hall responded that they did not know and he was not aware of it until he received the calls.

Commissioner W. Carter asked if the Board needed to have someone from Wildlife to come and talk to the Board. Commissioner Hall responded that he would think the committee would do some preliminary investigations and then he would want them to report to the Board.

COUNTY MANAGER’S UPDATES

Emergency Operations Plan

Mr. Miller stated that the Board had asked Staff to take a look at the Emergency Operations Plan. He added that a committee has been formed to look at the Emergency Operations Plan and its second meeting will be this Thursday. Mr. Miller stated that if any of the Board would like for information he was happy to meet with them after the Board meeting.

ANNOUNCMENTS AND UPCOMING EVENTS

A. Caswell County Board of Commissioners, Town of Yanceyville and Town of Milton Joint

 Meeting – Thursday, February 7, 2019 at 6:00 p.m. – Thomas Day Tavern, Milton.

Commissioner W. Carter stated that Reidsville charges $30 per computer and has a mandatory closing time of 2:00 a.m. for these gambling/phishing establishments and he would like for Caswell County to consider passing an ordinance on something this and the county attorney may be able to shed some light on whether this can be done. Commissioner Owen responded that he believes the towns and municipalities are allowed to do this but counties are not. Mr. Ferrell added that the counties privilege license was removed but towns do have some privilege license tax. He added that Commissioner Carter mentioned an ordinance about how late they can stay open and he would look into that if the Board would like for him to.

Commissioner Owen stated to the Board and county manager that Caswell usually meets with Stokes and Rockingham County and he did not know whose turn it is but with the new people on the boards it would be good to schedule a meeting. He asked the county manager to find out. Commissioner S. Carter responded “I believe it is Stokes turn to hold the meeting and I asked the clerk that question earlier today and she has not heard anything.”

Chairman McVey informed the Board that there are a couple of dates that need to be discussed about holding the Planning Work Session and those dates right now are January 29th and January 30th which are available for the county attorney to be there. Commissioner S. Carter responded “Either of those dates work for me.” Mr. Ferrell responded that on the 30th he is wide open on time. Chairman McVey stated that the Planning Work Session would be held on Wednesday, January 30th starting at 9:00 a.m. at the 911 Center. The clerk stated that she would check the availability of the 911 Center and get back with the Board.

ADJOURNMENT

At 8:22 p.m. Commissioner W. Carter moved, seconded by Commissioner Jefferies to adjourn. The motion carried unanimously.

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Paula P. Seamster Rick McVey

Clerk to the Board Chairman