



Yadkin County Board of Commissioners

Regular Session Agenda February 2, 2026; 9:00am Commissioners' Meeting Room 217 E. Willow Street, Yadkinville, NC

The Yadkin County Board of Commissioners asks its members and citizens to conduct themselves in a respectful, courteous manner, both with the Board and fellow citizens. At any time, should any member of the Board or any citizen fail to observe this public charge, the Chairman will ask the offending person to leave the meeting until that individual regains personal control. Should decorum fail to be restored, the Chairman will recess the meeting until such time that a genuine commitment to the public charge is observed.

As a courtesy to others, please turn off cell phones during the meeting.

1. Invocation
2. Call to Order
3. Pledge of Allegiance
4. Adjustments/Adoption of the Agenda
Any Commissioner having a conflict of interest on any agenda items shall make the conflict known at this time.
5. Public Comments
**Special Note: The public is asked to limit comments to no more than 5 minutes. Comments must be made in a civil and calm manner. There is a limit of no more than 2 speakers "for" and 2 speakers "against" any particular issue, but the issue must relate to matters that are within the authority or jurisdiction of the Board of Commissioners. Comments must be made to the Board as a whole and not towards Commissioners individually. Any issue requiring an actual vote of the Board may not be considered, at the earliest, until the next Regular Meeting. Finally, the Board may vote to amend these rules under unique circumstances.
6. Approval of Minutes
 - a. November 3, 2025 – Regular Session Minutes
 - b. November 3, 2025 – Closed Session Minutes
7. Reports to the Board
 - a. Tax Administrator Oath of Office
 - b. Winter Storm Fern Update
8. Consent Agenda
 - a. Budget Amendments for
 - I. Finance/Insurance Payments
 - II. Human Services/WIC
 - b. Smart Start Child Care Health Consultant Grant Application
 - c. Northstar Prison Maintenance & Repair Contract
 - d. Yadkin County Public Facilities Project Ordinance Amendment #7
9. Public Hearings
 - a. Set Legislative Public Hearing for Zoning Map Amendment Case RZ25-008 Collins
 - b. Set Legislative Public Hearing for Zoning Map Amendment Case RZ26-001 Melton

10. Board Action

- a. Appropriate Funds for a Human Services Vehicle
- b. Stewart-Cooper-Newell Contract Amendment 5
- c. Aviat Networks Quote
- d. Marvin's Garage Door Contract

11. Manager's Reports/Discussion Items

12. Manager's Funds Transfers and/or Contracts

- a. T & J Matthews Electric Contract

13. Board Vacancies/Appointments

- a. Board of Adjustment - Alternate Member Vacancy
- b. Planning Board – Alternate Member Vacancy
- c. Joint Adult Care Home & Nursing Home Community Advisory Committee - Four Vacancies
- d. Human Services Advisory Committee Appointment

14. Calendar Notes

- a. March 30, 2026 – Tentative Joint Meeting with the Board of Education

15. Commissioner Comments – Vice Chairman Zachary went first last time

16. Recess

17. Closed Session

18. Adjourn

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Administration / 1-21-2026

Request:

Tax Administrator Oath of Office.

Background:(Justification for request, please be specific)

The Honorable Brooke Snow, Clerk of Superior Court, will administer the oath to Lindsay Cranford, the new Tax Administrator.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount)

NA.

Motion:(Please type a recommended motion for Board consideration)

Make a motion to...

NA.

STATE OF NORTH CAROLINA

COUNTY OF YADKIN

OATH FOR TAX ADMINISTRATOR

I, Lindsay Cranford, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith; and that I will faithfully discharge the duties of my office as Tax Administrator for the County of Yadkin, North Carolina, so help me God.

I, Lindsay Cranford, do further solemnly swear that I will well and truly execute the duties of the office of Tax Administrator according to the best of my skill and ability, according to law; and that I will not allow my actions as Assessor and Tax Collector for Yadkin County to be influenced by personal or political friendships or obligations, so help me God.

Lindsay Cranford
Tax Administrator

Subscribed and sworn to before me this _____ day of February, 2026.

Brooke W. Snow, Clerk of Superior Court

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Administration 1/26/2026

Request:

Winter Storm Fern Update.

Background:(Justification for request, please be specific)

Keith Vestal, Yadkin County Emergency Management Director, will provide an Emergency Management update on the results of Winter Storm Fern.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount)

NA

Motion:(Please type a recommended motion for Board consideration)

Make a motion to...

NA

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Administration / Tanya Gentry

Request:

Authorize the attached Budget Amendments

Background:(Justification for request, please be specific)

The FY2026 Budget Ordinance was adopted by fund and department. The Departments have requested the Board approve the attached budget amendments.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount)

Varies depending upon the budget amendment(s).

Motion:(Please type a recommended motion for Board consideration)

Make a motion to...

Motion to approve the attached budget amendments as presented.

BUDGET AMENDMENT FORM

(change in revenue and expenditure or transfers between departments or funds)

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

Findley in Charlotte

Digitally signed by Lindsey Gearlock
DN: cn=Lindsey Gearlock, o=Yadkin County, ou=Yadkin County Finance,
email=lgearlock@yadkincountync.gov, c=US
Date: 2026.01.22 08:05:22 -05'00'

Finance Officer

DEPARTMENT:	Finance
DEPARTMENT HEAD SIGNATURE:	 <p>Digitally signed by Lindsey Cawthon DPS - Lindsey Cawthon - Yadkin County - cys-Yadkin County Finance, email-licawthon@yadkincountymnc.gov, cys-US Date: 2024-01-16 08:05:33 -05'00"</p>

DATE: 1/22/2026

EXPLANATION: Insurance Payment for 2023 F150 VIN# 5632

This instrument has been approved by the Board of Commissioners as requested.

Chairman

BUDGET AMENDMENT FORM

(change in revenue and expenditure or transfers between departments or funds)

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

Lindsey in Cedar Lake

Digitally signed by Lindsey Cearlock
DN: cn=Lindsey Cearlock, o=Yadkin County, ou=Yadkin County
Finance, email=lcearlock@yadkincountync.gov, c=US
Date: 2026.01.21 08:08:19 -05'00'

Finance Officer

DEPARTMENT: Human Services - Health

DEPARTMENT HEAD SIGNATURE: Jessica O. Wal

DATE: 1/13/25

EXPLANATION: Yadkin County received an increase in revenue under AA403.

**This budget amendment has been approved by
the appropriate Advisory Board.**

— Yes
— No

This instrument has been approved by the Board of Commissioners as requested.

Chairman

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Human Services/Health, submitted 1/23/2026 for the 2/2/2026 meeting, Laken Royall

Request:

Board of County Commissioner's approve the grant application for the Yadkin County Human Services Agency to apply for \$45,000.00 through Smart Start of Yadkin County to provide Child Care Health Consultant (CCHC) services. Our in-house Public Health Education Specialist is certified to provide these services, and this funding supports 45% of the position.

Background:(Justification for request, please be specific)

The application includes an Activity Proposal, Contract Activity Description, Logic Model, Planning Budget, Bidding Guidelines and Program Guidelines. CCHC services will be provided to child care providers. This includes assistance in meeting and maintaining health/wellness related items included in child care licensure through the DCDEE. The activity also includes health education activities with children (ages 0-5) and training for the child care providers. Topics for the children and/or child care providers could include: immunizations, SIDS, asthma, medication safety, physical activity/nutrition, dental, hand washing/sanitation, emergency preparedness plans, and sun/outdoor safety.

Fiscal / Budgetary Effect:(include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount)

If awarded, this would bring in \$45,000.00 of revenue into the Yadkin County Human Services Agency budget for Fiscal Year (FY)27. This is a \$3,258.00 increase from the FY26 request, which was \$41,742.00.

Motion:(Please type a recommended motion for Board consideration)

Make a motion to...

Approve the Yadkin County Human Services Agency grant application to Smart Start of Yadkin County in the amount of \$45,000.00 in order to provide Child Care Health Consultation services and give authority to the County Manager to sign documents required for submission of the grant.

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Public Buildings 1/2/2026 Dwayne Stanley

Request:

Request to approve the General Services Contract with Northstar Prison Maintenance & Repair LLC.

Background:(Justification for request, please be specific)

The Yadkin County Detention Center currently uses Detention Equipment Services for an annual preventative maintenance and lock service for all the locks located at our detention center. Northstar has quoted this same service that will save the County approximately \$1,500.00 a year on the same PM Maintenance service. This Contract will be in place and readily when services are needed.

Fiscal / Budgetary Effect:(include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount)

These services will be paid out of annual budget appropriations from the Public Buildings Department.

Motion:(Please type a recommended motion for Board consideration)

Make a motion to...

... approve the contract with Northstar Prison Maintenance & Repair LLC and authorize the County Manager to sign contract.

YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

DATE: 12/3/2025

Public

SECTION 1

DEPARTMENT: Public Buildings BUDGET CODE: 1054260-55030

VENDOR NAME: Northstar Prison Maintenance & Repair LLC POC: Butch Garibaldi PHONE: .

VENDOR MAIL ADDRESS: 408 Nantucket Road

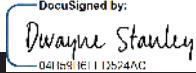
TOWN, STATE AND ZIP: Forked River, NJ 08731 VENDOR ID: 2784

CONTRACT TERM: 5 (# of years) CONTRACT AMOUNT: \$ 15,000 yr (not to exceed) CONTRACT NO:

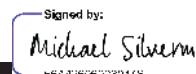
 NEW CONTRACT

CONTRACT RENEWAL

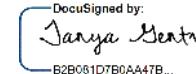
AMENDMENT TO CONTRACT

DEPARTMENT COMPLETES	DETAILS or QUESTIONS: General Services Contract for Detention Center for doors and locks.	DEPARTMENT COMPLETES
	Department Head Signature →  12/3/2025	

SECTION 2 - COUNTY MANAGER REVIEW

MANAGER COMPLETES	County Manager's Signature →  12/3/2025	MANAGER COMPLETES
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SECTION 3 - LEGAL REVIEW (only required if contract exceeds \$5,000 or terms are longer than 12 months.)

CLERK COMPLETES	LEGAL TASK ORDER #: 4009 TITLE: Northstar	CLERK COMPLETES	CLERK TO THE BOARD Signature
→  12/4/2025			

SECTION 4 - Contract Control Form

(ROUTING ORDER) I -ATTORNEY, II - INSURANCE, III - IT, IV - FINANCE, V -CLERK TO BOARD

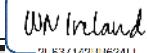
I. ATTORNEY

This contract has been reviewed through the legal review process and approved by the Attorney.

ATTORNEY SIGNATURE: 	DATE: 12/3/2025
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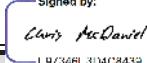
II. INSURANCE

No Insurance Required Certificate attached and Approved Hold contract pending receipt of COI attached certificate of insurance

INSURANCE CONSULTANT SIGNATURE: 	DATE: 12/9/2025
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III. INFORMATION TECHNOLOGY

This document has been reviewed and approved by the IT Director as to technical content.

IT DIRECTOR SIGNATURE: 	DATE: 12/9/2025
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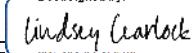
IV. FINANCE OFFICER

<input checked="" type="checkbox"/> YES	NO	Sufficient funds are available in the proper category to pay for this expenditure.
YES	NO	This contract is conditional upon appropriation by the BOC for sufficient funds
YES	NO	A budget amendment is attached as required for approval of this agreement.

DS
W

NOTES: require PO

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

FINANCE OFFICER SIGNATURE: 	DATE: 12/9/2025
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V. CLERK TO BOARD

This document has been reviewed and approved by the Board of Commissioner and/or County Manager

APPROVED BY THE BOC YES NO DATE: _____

Document Fully Executed, Scanned and Posted on the County Website DATE: _____

CLERK SIGNATURE: DATE: _____

**YADKIN COUNTY
NORTH CAROLINA**

**AGREEMENT FOR GENERAL SERVICES
(Munis Contract Number)**

This Agreement is made and entered into this 3 day of December, 2025 ("Effective Date") between Yadkin County, North Carolina ("County") and Northstar Prison Maintenance & Repair LLC ("Provider").

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. **Services To Be Performed.** The Provider agrees to perform the services and to provide the materials (all collectively called the "Services") for the County as authorized by the County Manager. Provider acknowledges that this Agreement does not guarantee that the County will assign the Provider any work; however, that the County from time to time may request the Provider to perform services for Yadkin County.

The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County's expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County's expectations, and to the County's full satisfaction.

For the County to be liable for paying for any Services provided under this Agreement, the requested Services (along with Provider's cost estimate and a list of the number and types of equipment to be used) must be approved in writing before any work is performed.

In performing services under this Agreement, Provider shall comply with all County instructions and with any plans or specifications provided by the County. The compensation to be provided to Provider pursuant to Item 3 of this Contract, shall be deemed to fully compensate Provider for the Services and for all costs and expenses incurred by Provider, including (by example only) equipment costs, fuel, and labor costs.

Any work performed by Provider for the County or at the County's request while this Agreement is in effect will be governed by this Agreement unless the County and the Provider have signed another written contract to govern that work.

2. **Term.** The term of this Agreement shall remain in effect until it terminates on January 1, 2031.

3. **Payment to the Provider.** For each request for service made by the County, the County shall pay the Provider at an agreed upon amount approved in writing and signed before any work is performed. Each Service provided shall be known as a PURCHASE ORDER. Each purchase order shall have an amount NOT TO EXCEED. The County shall in no event be required to pay any amount beyond that specified in a written task.

Notwithstanding any other provision of this Agreement, in no event shall the total amount paid by the County under this Agreement exceed Fifteen Thousand Dollars (\$15,000.00) in any single fiscal year (which runs from July 1 through June 30). Any services that exceed \$15,000 must be approved in a separate contract by the Yadkin County Board of Commissioners.

In accordance with Item 3, Payment to the Provider, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County's satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. **E-Verify.** North Carolina General Statutes prohibit counties from entering into contracts with contractors and subcontractors under the formal bid process and/or proposals who have not complied with the requirement of Article 2 of Chapter 64 of the NC General Statutes. Said Article 2 of Chapter 64 states *The prohibition applies to all contracts subject to G.S. 143-129, which are purchase contracts with an estimated cost of \$90,000 or more, and construction or repair contracts with an estimated cost of \$500,000 or more. GS 143-129 applies to virtually all public entities, including cities, counties, local school boards, water and sewer authorities, and other special purpose local government districts and authorities.* The Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts as required by NC General Statutes.

5. **Non-waiver.** If the County at any time does not require the Provider to satisfy any of the Provider's obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County's ability to require the Provider to satisfy those obligations in the future or the County's ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider that shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

6. **Independent Contractor.** For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

7. **Insurance.** During this Agreement's term, the Provider shall maintain at its sole expense all insurances as set out in this section. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

The Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement.

The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term:

- General commercial liability in the amount of \$1,000,000 per occurrence/\$2,000.000 aggregate.
- Workers' Compensation in the amount of \$500,000 employer's liability.
- Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 for bodily injury and property damage; and \$1,000,000 uninsured/underinsured motorist coverage.

8. **Indemnity.** The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

9. **Termination.** Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement.

10. **Entire Agreement.** This Agreement (including any attached Exhibits) constitute the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

11. **Governing Law and Forum for Disputes.** This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Yadkin County, North Carolina, unless it is properly filed in Federal Court, in which case it must be filed in the Federal District Court for the Middle District of North Carolina.

12. **Severance Clause.** If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

13. **Compliance With Laws.** The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.

14. **Repair of Damages.** The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

15. **Titles and Headings.** Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

16. **Non-Assignment.** The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

17. **Notices.** Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee below:

THE COUNTY

Yadkin County
PO Box 220
Yadkinville NC 27055
Dwayne Stanley
336-341-0528

THE PROVIDER

Northstar Prison Maintenance and Repair
PO Box 1096
Forked River, NJ 08731
Butch Garibaldi
908-600-5741

18. **Number and gender.** This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

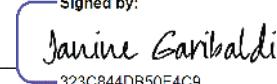
19. **Exhibits.** To the extent of a conflict between the above language of this Agreement and any attachments, the above language of this Agreement will control.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

THE COUNTY

BY: _____
Name: _____
Title: _____

THE PROVIDER

Signed by:
BY:  _____
323C844DB50E4C9...
Name: Janine Garibaldi
Title: Owner

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

DocuSigned by:
 _____ 12/9/2025
6DE40175E158425...
Yadkin County Finance Officer

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Finance/ Lindsey Cearlock

Request:

Approve the Yadkin County Public Facilities Project Amendment #7

Background:(Justification for request, please be specific)

The Yadkin County Public Facilities Project is mostly finished, with the Magnolia Building and EMS Outpost being completed. The only aspect of the project still open, is the Sally Port addition to the Courthouse.

This project ordinance amendment #7 is removing the remaining budgets from the Magnolia building and EMS Outpost and leaving only the Sally Port, a small amount in contingency and the Waterline portion, since we have not received the reimbursement for that yet.

We have spent \$25,987 of the SCIF Grant funds leaving \$1,474,013

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount)

n/a

Motion:(Please type a recommended motion for Board consideration)

Make a motion to...

Approve the Yadkin County Public Facilities Project Amendment #7

**County of Yadkin
Yadkin County Public Facilities Project
Amendment #7**

BE IT ORDAINED by the Board of Commissioners, County of Yadkin, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the North Carolina General Statutes, the following Project Ordinance is hereby adopted:

Section 1. The project authorized is to construct the Yadkin County Public Facilities Project:

Section 2. The officers of this unit are hereby directed to proceed with this Project within the terms of all documents and the budget contained herein.

Section 3. The following amounts are appropriated for the Yadkin County Public Facilities Project:

Sally Port Construction	1,474,013
Yadkin County EMS Outposts	-
New Government Building	-
Professional Services	-
Furniture and Equipment	-
Testing	-
Contingency	14,709
Waterline	<u>123,098</u>
	1,611,820

Section 4. The following revenues are anticipated to be available to complete the Yadkin County Public Facilities Project Center:

Transfer from General Fund	\$ 14,709
SCIF Grant	\$ 1,474,013
NC DEQ Funding for Waterline	\$ 123,098
	\$ 1,611,820

Section 5. The Finance Officer is hereby directed to maintain the Project Fund with sufficient detailed accounting records to satisfy the requirements of the financing agreements, and state/federal regulations.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due.

Section 7. Copies of this Project Ordinance shall be furnished to the Clerk to the Board, and to the Finance Officer for direction in carrying out this Project.

Adopted this the 2nd day of February 2026.

David Moxley, Chairman
Board of Commissioners

Tanya Gentry
Clerk to the Board

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Central Permitting / 1-13-2025 / Brittany Anderson

Request:

Request to schedule a Legislative Public Hearing for a Zoning Map Amendment for Case RZ25-008 Collins, rezoning PIN# 5818717551 & 5818716392 from Restricted Residential (RR) to Rural Agricultural (RA).

Background:(Justification for request, please be specific)

The applicant wishes to rezone the property and develop a manufactured home on the 1.03-acre lot. Manufactured homes (Class A and Class B) are not permitted in the RR district.

The Planning Board reviewed this case on January 12, 2026, at their regular meeting and has prepared a recommendation that the request is not consistent based on the 2023 Land Use Plan.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount)

There is no anticipated impact to the County's budget in processing this request.

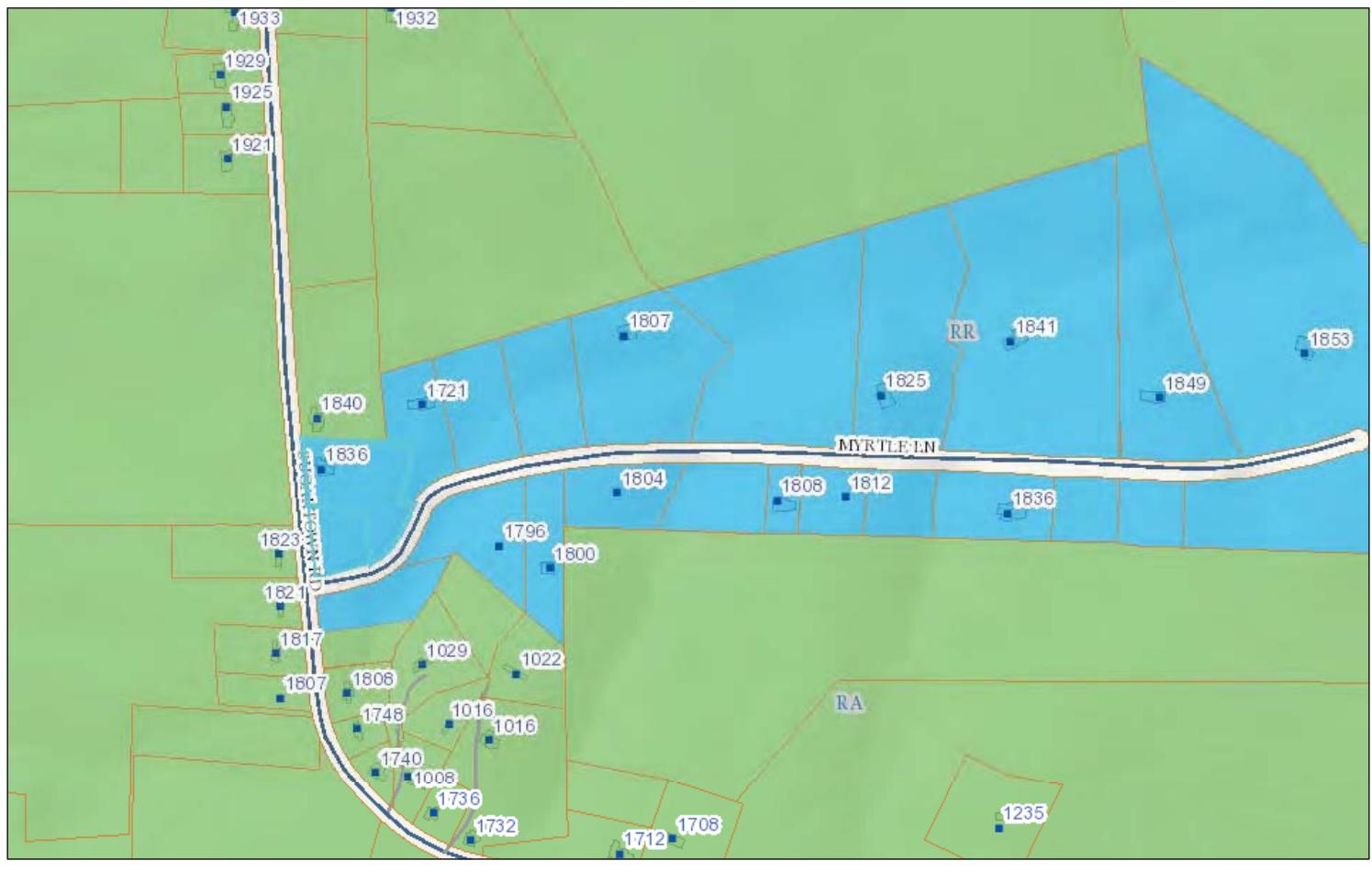
Costs for review of the request are offset by applicant fees, which also cover advertising costs for the Legislative Public Hearing (i.e., newspaper advertisement) and notification of adjacent property owners of both the Planning Board and Board of County Commissioner meeting.

Motion:(Please type a recommended motion for Board consideration)

Make a motion to...

Make a motion to schedule a Legislative Public Hearing on Monday, February 16, 2026, at 7 p.m. to receive the Planning Board recommendation, as well as applicant, staff, and public comments on a Zoning Map Amendment for Case RZ25-008.

Yadkin County



December 22, 2025

- Addresses
- Parcels
- Lake Hampton

1:4,980
 0 0.0425 0.085 0.17 mi
 0 0.05 0.1 0.2 km

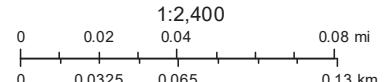
Mapping information is a representation of various data sources and is not a substitute for information that would result from an accurate land survey. In no event shall Yadkin County Planning Department or Yadkin County, NC be liable for any damages, direct or consequential, from the use of the information contained on this map.

Yadkin County



December 22, 2025

- Addresses
- Parcels
- Lake Hampton



Mapping information is a representation of various data sources and is not a substitute for information that would result from an accurate land survey. In no event shall Yadkin County Planning Department or Yadkin County, NC be liable for any damages, direct or consequential, from the use of the information contained on this map.

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Central Permitting / 1-13-2025 / Brittany Anderson

Request:

Request to schedule a Legislative Public Hearing for a Zoning Map Amendment for Case RZ26-001 Melton, rezoning parcel# 157372 from Manufactured Home Park (MHP) to Residential General (RG).

Background:(Justification for request, please be specific)

The applicant wishes to rezone the property in order to subdivide and develop single-family dwellings. The original MHP allowed for two manufactured homes. Any changes in development would require a new Special Use Permit.

The Planning Board reviewed this case on January 12, 2026, at their regular meeting and has prepared a recommendation that the request is consistent based on the 2023 Land Use Plan.

Fiscal / Budgetary Effect:(include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount)

There is no anticipated impact to the County's budget in processing this request.

Costs for review of the request are offset by applicant fees, which also cover advertising costs for the Legislative Public Hearing (i.e., newspaper advertisement) and notification of adjacent property owners of both the Planning Board and Board of County Commissioner meeting.

Motion:(Please type a recommended motion for Board consideration)

Make a motion to...

Make a motion to schedule a Legislative Public Hearing on Monday, February 16, 2026, at 7 p.m. to receive the Planning Board recommendation, as well as applicant, staff, and public comments on a Zoning Map Amendment for Case RZ26-001.

Yadkin County



December 22, 2025

- Addresses
- Parcels
- Lake Hampton

1:3,000
0 0.025 0.05 0.08 0.1 mi
0 0.04 0.08 0.12 0.16 km

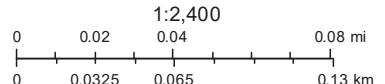
Mapping information is a representation of various data sources and is not a substitute for information that would result from an accurate land survey. In no event shall Yadkin County Planning Department or Yadkin County, NC be liable for any damages, direct or consequential, from the use of the information contained on this map.

Yadkin County



December 22, 2025

- Addresses
- Parcels
- Lake Hampton



Mapping information is a representation of various data sources and is not a substitute for information that would result from an accurate land survey. In no event shall Yadkin County Planning Department or Yadkin County, NC be liable for any damages, direct or consequential, from the use of the information contained on this map.

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Finance - 01/21/2026 - Lindsey Cearlock

Request:

To approve the budget amendment appropriating \$45,000 of funds that were committed in fiscal year 2025.

Background:(Justification for request, please be specific)

Funds were committed in FY2025 budget for Human Services to purchase a new vehicle. They have obtained quotes for a 2026 KIA Carnival EX Passenger Van, \$40,965, leaving \$4,035 for taxes and tags.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount)

Increase appropriated fund balance by \$45,000.

Motion:(Please type a recommended motion for Board consideration)
Make a motion to...

Approve Budget Amendment as presented.

BUDGET AMENDMENT FORM

(change in revenue and expenditure or transfers between departments or funds)

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

Lindsey in Charlotte

Digitally signed by Lindsey Cearlock
DN: cn=Lindsey Cearlock, o=Yadkin County, ou=Yadkin County Finance,
email=lcearlock@yadkincountync.gov, c=US
Date: 2026.01.21 16:17:53 -05'00'

Finance Officer

DEPARTMENT: Finance
DEPARTMENT HEAD SIGNATURE: 

DATE: 1/21/2026

EXPLANATION: Moving funds that were committed in FY2025 for a new DSS Van

This instrument has been approved by the Board of Commissioners as requested.

Chairman

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Administration / 01-21-2026

Request:

Approve Amendment 5 to the agreement with Stewart-Cooper-Newell Architects for Architectural and Engineering Design Services for the Yadkin County Emergency Communications Center relocation.

Background:(Justification for request, please be specific)

Contract Amendment 5 adds the civil engineering design services associated with parking lot and site improvements. They will review existing conditions and work with the Architect and project team to prepare a site layout plan, design grading and drainage improvements, evaluate and design what is needed for stormwater conveyance and management, prepare drawings, coordinate with permitting authorities, provide project coordination and support services, and manage the construction of the improvements.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount)

\$13,800.00 increase to the contract.

Motion:(Please type a recommended motion for Board consideration)

Make a motion to...

...approve Stewart-Cooper-Newell Architects Contract Amendment 5 and authorize the County Manager to sign it.

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Administration / 01-21-2026

Request:

Approve Aviat Quote.

Background:(Justification for request, please be specific)

The National Environmental Policy Act (NEPA) Study for the East Bend Tower Site was received on December 24, 2025, and concluded that the proposed tower presents no adverse environmental, historical, cultural, or biological impacts. The study determined that no Environmental Assessment is required under Federal Communications Commission rules. With NEPA approval at the East Bend Site we can proceed with purchasing racked equipment, antenna systems, DC Power System, and services.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount)

The Aviat Quote was included in the Project Ordinance Budget.

Motion:(Please type a recommended motion for Board consideration)

Make a motion to...

...approve Aviat Networks quote and authorize the County Manager to negotiate a contract with them.

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Public Buildings 1/13/2026 Dwayne Stanley

Request:

Request to approve the Contract with Marvin's Garage Door for garage door and side door installation.

Background:(Justification for request, please be specific)

Yadkin County owns a Quonset Hut behind the Old Hospital that will be utilized by Emergency Management for storing large emergency equipment. The Quonset Hut has double swinging wooden doors in place and they need to be upgraded to a 12' x 12' electric garage door to allow large equipment to be brought into the facility. A sidewalk through door will also need to be installed to gain access to the building in case a power outage shuts down the garage door motor. The equipment that will be stored in Quonset Hut is currently stored in the Pioneer Building Warehouse (1300 Unifi Industrial Road). This lease will expire at the end of 2026 and we will need to relocate Emergency Management equipment into the Quonset Hut prior to the end of the Pioneer Building lease.

Fiscal / Budgetary Effect:(include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount)

These services will be paid out of 1059000-51500 Professional Services line in the amount of \$11,739.00.

Motion:(Please type a recommended motion for Board consideration)

Make a motion to...

... approve the Contract with Marvin's Garage Door and authorize the County Manager to sign contract.

YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

DATE: 1/12/2026

Public

SECTION 1

DEPARTMENT: Public Buildings

BUDGET CODE: 1059000-51500

VENDOR NAME: Marvin's Garage Door Company POC: Allen Davis

PHONE:

VENDOR MAIL ADDRESS: 3251 Smitherman Road

TOWN, STATE AND ZIP: East Bend, NC 27018 VENDOR ID: 830

CONTRACT TERM: 1 (# of years) CONTRACT AMOUNT: \$ 11,739.00 MUNIS CONTRACT NO:



NEW CONTRACT



CONTRACT RENEWAL



AMENDMENT TO CONTRACT

DEPARTMENT
COMPLETES

DETAILS or QUESTIONS:

Marvin's Garage Door Contract for modifying Quanza Hut door and adding an electric garage door. Also adding a walkthrough door to Quanza hut.

DEPARTMENT
COMPLETES

Department Head Signature

DocuSigned by:
Dwayne Stanley
045698FED521AC...

1/12/2026

SECTION 2 - COUNTY MANAGER REVIEW

MANAGER
COMPLETES

County Manager's Signature

Signed by:
Michael Silverman
045698FED521AC...

1/14/2026

MANAGER
COMPLETES

SECTION 3 - LEGAL REVIEW (only required if contract exceeds \$5,000 or terms are longer than 12 months.)

CLERK
COMPLETES

LEGAL TASK ORDER #: 4012

TITLE: Marving's Garage Doors

DocuSigned by:
Tanya Bentay
045698FED521AC...

CLERK TO THE BOARD Signature 1/14/2026

CLERK
COMPLETES

SECTION 4 - Contract Control Form

(ROUTING ORDER) I -ATTORNEY, II - INSURANCE, III - IT, IV - FINANCE, V -CLERK TO BOARD

I. ATTORNEY

This contract has been reviewed through the legal review process and approved by the Attorney.

ATTORNEY SIGNATURE:

DocuSigned by:
Ed Powell
045698FED521AC...

1/14/2026

DS
Jy

DATE:

II. INSURANCE

 No Insurance Required Certificate attached and
approved Hold contract pending receipt of
certificate of insurance

INSURANCE CONSULTANT SIGNATURE:

DocuSigned by:
MN Ireland
045698FED521AC...

1/14/2026

DATE:

III. INFORMATION TECHNOLOGY

This document has been reviewed and approved by the IT Director as to technical content.

IT DIRECTOR SIGNATURE:

Signed by:
Pete Kimball
045698FED521AC...

1/15/2026

DATE:

IV. FINANCE OFFICER

 YES NO

Sufficient funds are available in the proper category to pay for this expenditure.

 YES NO

This contract is conditional upon appropriation by the BOC for sufficient funds

 YES NO

A budget amendment is attached as required for approval of this agreement.

DS
ll

NOTES:

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

FINANCE OFFICER SIGNATURE:

DocuSigned by:
Lindsey Gearlock
045698FED521AC...

1/15/2026

DATE:

V. CLERK TO BOARD

This document has been reviewed and approved by the Board of Commissioner and/or County Manager

APPROVED BY THE BOC YES NO DATE:

Document Fully Executed, Scanned and Posted on the County Website DATE:

CLERK SIGNATURE:

DATE:

**YADKIN COUNTY
NORTH CAROLINA**

AGREEMENT FOR SERVICES

(Munis Contract Number) _____

This Agreement is made and entered into this _____ day of January, 202025 ("Effective Date") between Yadkin County, North Carolina ("County") and Marvin's Garage Door Company ("Provider").

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. **Services To Be Performed.** The Provider agrees to perform the services and to provide the materials (all collectively called the "Services") for the County as authorized by the County Manager. Provider acknowledges that this Agreement does not guarantee that the County will assign the Provider any work; however, that the County from time to time may request the Provider to perform services for Yadkin County.

The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County's expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County's expectations, and to the County's full satisfaction.

See "Exhibit A" attached hereto and incorporated as if fully setout herein. "Exhibit A" lists in detail the scope of services to be provided under this contract. Any changes to "Exhibit A" must be approved by the County Manager, in writing, prior to the service being provided.

2. **Term of the Agreement.** (Check the one provision that applies.)

- This Agreement shall end on _____, 20____.
- This Agreement shall continue until the Provider has completed the Services to the County's satisfaction.
- This Agreement shall continue until terminated in accordance with Section 9 of the Agreement.

3. **Payment to the Provider.**

The County shall pay the Provider \$. _____ every . _____.

The County shall pay the Provider a total not to exceed the amount of \$11,739.00 for all Services performed under this Agreement. The Provider will invoice the County for Services as they are performed, but no more frequently than monthly.

In accordance with Item 3, Payment to the Provider, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County's satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. **E-Verify.** North Carolina General Statutes prohibit counties from entering into contracts with contractors and subcontractors under the formal bid process and/or proposals who have not complied with the requirement of Article 2 of Chapter 64 of the NC General Statutes. Said Article 2 of Chapter 64 states *The prohibition applies to all contracts subject to G.S. 143-129, which are purchase contracts with an estimated cost of \$90,000 or more, and construction or repair contracts with an estimated cost of \$500,000 or more. GS 143-129 applies to virtually all public entities, including cities, counties, local school boards, water and sewer authorities, and other special purpose local government districts and authorities.* The Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts as required by NC General Statutes.

5. **Non-waiver.** If the County at any time does not require the Provider to satisfy any of the Provider's obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County's ability to require the Provider to satisfy those obligations in the future or the County's ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider that shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

6. **Independent Contractor.** For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

7. **Insurance**. During this Agreement's term, the Provider shall maintain at its sole expense all insurances as set out in this section. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

The Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement.

The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term:

- General commercial liability in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate.
- Workers' Compensation in the amount of \$500,000 employer's liability.
- Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 for bodily injury and property damage; and \$1,000,000 uninsured/underinsured motorist coverage.

8. **Indemnity**. The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

9. **Termination**. Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement.

10. **Entire Agreement**. This Agreement (including any attached Exhibits) constitute the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

11. **Governing Law and Forum for Disputes.** This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Yadkin County, North Carolina, unless it is properly filed in Federal Court, in which case it must be filed in the Federal District Court for the Middle District of North Carolina.

12. **Severance Clause.** If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

13. **Compliance With Laws.** The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.

14. **Repair of Damages.** The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

15. **Titles and Headings.** Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

16. **Non-Assignment.** The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

17. **Notices.** Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee below:

THE COUNTY
Yadkin County
PO Box 220
Yadkinville NC 27055
Dwayne Stanley
336-341-0528
.

THE PROVIDER
Marvin's Garage Doors
-
3424 Smitherman Rd
-
East Bend NC 27018
3368132601

18. **Number and gender.** This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

19. Exhibits. To the extent of a conflict between the above language of this Agreement and any attachments, the above language of this Agreement will control.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

THE COUNTY

BY: _____

Name: Michael Silverman

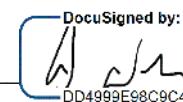
Title: County Manager

THE PROVIDER

BY: _____

Name: Allen Davis

Title: PRESIDENT

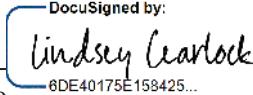
DocuSigned by:

DD4999E98C9C414...

BY:

Name:

Title:

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

DocuSigned by:

lindsey gearlock
8DE40175E158425...
Yadkin County Finance Officer

Manager's Reports

Manager's Funds Transfers
& Contracts
No Action Required

YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

Public

DATE: 01/11/2026

SECTION 1

DEPARTMENT: Water BUDGET CODE: 6154714-51700, 6154713-51700

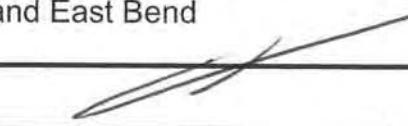
VENDOR NAME: T & J Matthews Electric Co. POC: _____ PHONE: _____

VENDOR MAIL ADDRESS: 3332 Mount Carmel Church Road

TOWN, STATE AND ZIP: East Bend NC 27018 VENDOR ID: 133

CONTRACT TERM: 1 (# of years) CONTRACT AMOUNT: \$5000 MUNIS CONTRACT NO:

 NEW CONTRACT CONTRACT RENEWAL AMENDMENT TO CONTRACT

DEPARTMENT COMPLETES	DETAILS or QUESTIONS: Electric needs for water line- HWY 21 and East Bend	DEPARTMENT COMPLETES
	Department Head Signature → 	

SECTION 2 - COUNTY MANAGER REVIEW

MANAGER COMPLETES	County Manager's Signature → 	MANAGER COMPLETES

SECTION 3 - LEGAL REVIEW (only required if contract exceeds \$5,000 or terms are longer than 12 months.)

CLERK COMPLETES	LEGAL TASK ORDER #: _____	CLERK TO THE BOARD Signature	CLERK COMPLETES
	TITLE: _____		

SECTION 4 - Contract Control Form

(ROUTING ORDER) I - ATTORNEY, II - INSURANCE, III - IT, IV - FINANCE, V - CLERK TO BOARD

I. ATTORNEY

This contract has been reviewed through the legal review process and approved by the Attorney.

ATTORNEY SIGNATURE: _____ DATE: _____

II. INSURANCE
No Insurance Required Certificate attached and approved Hold contract pending receipt of certificate of insurance

INSURANCE CONSULTANT SIGNATURE: _____ DATE: _____

III. INFORMATION TECHNOLOGY
This document has been reviewed and approved by the IT Director as to technical content.

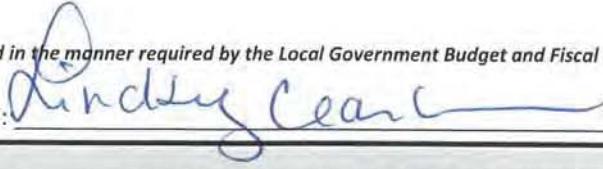
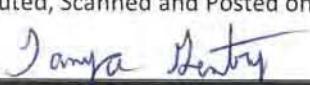
IT DIRECTOR SIGNATURE: _____ DATE: _____

IV. FINANCE OFFICER

<input checked="" type="radio"/> YES	<input type="radio"/> NO	Sufficient funds are available in the proper category to pay for this expenditure.
<input type="radio"/> YES	<input checked="" type="radio"/> NO	This contract is conditional upon appropriation by the BOC for sufficient funds
YES		A budget amendment is attached as required for approval of this agreement.

NOTES: _____

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

FINANCE OFFICER SIGNATURE:  DATE: _____V. CLERK TO BOARD
This document has been reviewed and approved by the Board of Commissioner and/or County ManagerAPPROVED BY THE BOC YES NO DATE: 1/21/2026
Document Fully Executed, Scanned and Posted on the County Website DATE: 1/21/2026CLERK SIGNATURE:  DATE: 1/21/2026

YADKIN COUNTY

NORTH CAROLINA

AGREEMENT FOR SERVICES

(Munis Contract Number) _____

This Agreement is made and entered into this 11 day of January, 20 26 ("Effective Date") between Yadkin County, North Carolina ("County") and T & J Matthews Electric Co. ("Provider").

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. **Services To Be Performed.** The Provider agrees to perform the services and to provide the materials (all collectively called the "Services") for the County as authorized by the County Manager. Provider acknowledges that this Agreement does not guarantee that the County will assign the Provider any work; however, that the County from time to time may request the Provider to perform services for Yadkin County.

The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County's expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County's expectations, and to the County's full satisfaction.

See "Exhibit A" attached hereto and incorporated as if fully setout herein. "Exhibit A" lists in detail the scope of services to be provided under this contract. Any changes to "Exhibit A" must be approved by the County Manager, in writing, prior to the service being provided.

2. **Term of the Agreement.** (Check the one provision that applies.)

This Agreement shall end on December 31, 20 26.

This Agreement shall continue until the Provider has completed the Services to the County's satisfaction.

This Agreement shall continue until terminated in accordance with Section 8 of the Agreement.

3. Payment to the Provider.

The County shall pay the Provider \$ _____ every _____.

The County shall pay the Provider a total not to exceed the amount of \$ 5,000.00 for all Services performed under this Agreement. The Provider will invoice the County for Services as they are performed, but no more frequently than monthly.

In accordance with Item 3, Payment to the Provider, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County's satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. E-Verify. North Carolina General Statutes prohibit counties from entering into contracts with contractors and subcontractors under the formal bid process and/or proposals who have not complied with the requirement of Article 2 of Chapter 64 of the NC General Statutes. Said Article 2 of Chapter 64 states *The prohibition applies to all contracts subject to G.S. 143-129, which are purchase contracts with an estimated cost of \$90,000 or more, and construction or repair contracts with an estimated cost of \$500,000 or more. GS 143-129 applies to virtually all public entities, including cities, counties, local school boards, water and sewer authorities, and other special purpose local government districts and authorities.* The Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts as required by NC General Statutes.

5. Non-waiver. If the County at any time does not require the Provider to satisfy any of the Provider's obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County's ability to require the Provider to satisfy those obligations in the future or the County's ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider that shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

6. Independent Contractor. For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

7. **Insurance**. During this Agreement's term, the Provider shall maintain at its sole expense all insurances as set out in this section. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

The Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement.

The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term:

- General commercial liability in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate.
- Workers' Compensation in the amount of \$500,000 employer's liability.
- Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 for bodily injury and property damage; and \$1,000,000 uninsured/underinsured motorist coverage.

8. **Indemnity**. The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

9. **Termination**. Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement.

10. **Entire Agreement**. This Agreement (including any attached Exhibits) constitute the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

11. **Governing Law and Forum for Disputes.** This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Yadkin County, North Carolina, unless it is properly filed in Federal Court, in which case it must be filed in the Federal District Court for the Middle District of North Carolina.

12. **Severance Clause.** If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

13. **Compliance With Laws.** The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.

14. **Repair of Damages.** The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

15. **Titles and Headings.** Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

16. **Non-Assignment.** The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

17. **Notices.** Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee below:

THE COUNTY

Yadkin County
217 East Willow Street
Yadkinville NC 27055

THE PROVIDER

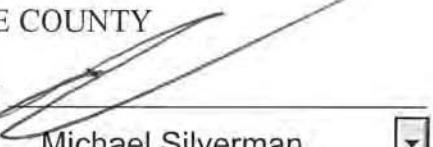
T & J Matthews Electric Co.
3332 Mount Carmel Church Road
East Bend NC 27018

18. **Number and gender.** This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

19. **Exhibits**. To the extent of a conflict between the above language of this Agreement and any attachments, the above language of this Agreement will control.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

THE COUNTY

BY: 

Name: Michael Silverman

Title: County Manager

THE PROVIDER

BY: 

Name: Tim Matthews

Title: CEO

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


Yadkin County Finance Officer

EXHIBIT A

TO AGREEMENT TO SERVICES

Below is a detailed listing of the scope of services to be provided under this contract. Any changes to "Exhibit A" must be approved by the County Manager, in writing, prior to the service being provided. (The detailed listing of the scope of services may also be described on one or more sheets attached hereto and incorporated herein, but each must be signed by the Provider and the County.)

Electrical services for waterline- Highway 21 & East Bend

Board Vacancies

- 1) Board of Adjustment – Alternate Member Vacancy
- 2) Planning Board – Alternate Member Vacancy
- 3) Joint Adult Care Home & Nursing Home Community Advisory Committee - Four Vacancies

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Administration / 01-28-2026 / Tanya Gentry

Request:

Human Services Advisory Committee Appointment

Background:(Justification for request, please be specific)

Dillon Thomas Draughn has expressed interest in filling the Engineer vacancy on the Human Services Advisory Committee.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount)

NA

Motion:(Please type a recommended motion for Board consideration)

Make a motion to...

Motion to appoint Dillon Thomas Draughn to serve as the Engineer representative on the Human Services Advisory Committee.

Calendar Notes:

- I) March 30, 2026 – Tentative Joint Meeting with the Board of Education

Commissioner Comments

- Vice Chairman Zachary went first last time