



Yadkin County Board of Commissioners

Regular Session Agenda January 5, 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. October 15, 2025 – Closed Session Minutes
 - b. October 20, 2025 – Closed Session Minutes
7. Reports to the Board
 - a. None
8. Consent Agenda
 - a. Budget Amendments for
 - I. Animal Shelter/Rabies Vaccines and Supplies
 - II. Finance/Insurance Payments
 - III. Governing Body/Advertising
 - b. Approve Transfer of Capital Projects Fund to Special Revenue Fund
 - c. Rural Economic Development Legally Binding Commitment – Industrial Development Fund Utility Account
 - d. Contract Reimbursement Agreement Between EDP and the County
 - e. Dorsett Heating & Air Conditioning Contract
 - f. Lone Hickory Solid Waste Convenience Site Lease Agreement
 - g. Northwoods Consulting Partners Contract

9. Public Hearings

- a. None

10. Board Action

- a. Boonville Volunteer Fire Department Quarterly Contract Renewal
- b. Landfill Scale Improvements Project Bid and Budget Amendment

11. Manager's Reports/Discussion Items

12. Manager's Funds Transfers and/or Contracts

- a. None

13. Board Vacancies/Appointments

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

14. Calendar Notes

- a. January 14, 2026 – Joint Planning Meeting at 5:30pm in the Board of Commissioners Room
- b. January 19, 2026 – County Offices Closed for Martin Luther King Jr Holiday
- c. January 20, 2026 – Board of Commissioners Meeting will be held at 7:00pm
- d. January 22, 2026 – Pre-Budget Workshop at 5:30pm in the Magnolia Building Second Floor Conference Room

15. Commissioner Comments – Commissioner Collins went first last time

16. Recess

17. Closed Session

18. Adjourn

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 exceeding \$5,000)

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



Digitally signed by Lindsey Coadick
DN: cn=Lindsey Coadick, ou=Yavapai County, ou=Yavapai County Finance,
email=lindsey.coadick@yavapai.gov, c=US
Date: 2023.12.22 15:34:45 -0700

 Finance Officer

 DEPARTMENT: ANIMAL SHELTER

 DEPARTMENT HEAD SIGNATURE: 

 DATE: 12/22/25

LINE ITEM	ACCOUNT NUMBER	REVISED BUDGET	INCREASE (DECREASE)	NEW BUDGET
DONATIONS	1044380-44139	0	1,000	1,000
RABIES VACCINATIONS	1054380-52044	1,500	1,000	2,500

 EXPLANATION: USING DONATED FUNDS TO HELP SUPPLY NECESSARY VACCINE AND MEDICAL SUPPLIES FOR SHELTER PETS

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.

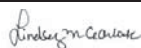


Digitally signed by Lindsey Cearlock
DN: cn=Lindsey Cearlock, o=Yadkin County, ou=Yadkin County Finance, email=lcearlock@yadkincountync.gov, c=US
Date: 2025.12.15 14:57:21 -05'00'

Finance Officer

DEPARTMENT: FINANCE

DEPARTMENT HEAD SIGNATURE: _____



Digitally signed by Lindsey Cearlock
DN: cn=Lindsey Cearlock, o=Yadkin County, ou=Yadkin County Finance, email=lcearlock@yadkincountync.gov, c=US
Date: 2025.12.15 14:57:41 -05'00'

DATE: 12/09/2025

LINE ITEM	ACCOUNT NUMBER	REVISED BUDGET	INCREASE (DECREASE)	NEW BUDGET
INSURANCE PAYMENTS	1044000-48500	57,773	15,302	73,075
VEHICLE MAINTENANCE	1054330-53040	155,944	1,763	157,707
VEHICLE MAINTENANCE	1054310-53040	64,337	6,148	70,485
BUILDING IMPROVEMENTS	1059000-56552	241,552	7,391	248,943

EXPLANATION: Insurance Claims- Sheriff vehicle Ford F150 V#8894, EMS F450 Amb, Broiler Pump

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

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.


Finance Officer

Digitally signed by Lindsey Cearlock
DN: cn=Lindsey Cearlock, o=Yadkin County, ou=Yadkin County Finance,
email=lcearlock@yadkincountync.gov, c=US
Date: 2025.12.12 10:05:22 -05'00'

DEPARTMENT: Finance

DEPARTMENT HEAD SIGNATURE: 
Digitally signed by Lindsey Cearlock
DN: cn=Lindsey Cearlock, o=Yadkin County,
ou=Yadkin County Finance,
email=lcearlock@yadkincountync.gov, c=US
Date: 2025.12.12 10:05:22 -05'00'

DATE: 12/12/2025

LINE ITEM	ACCOUNT NUMBER	REVISED BUDGET	INCREASE (DECREASE)	NEW BUDGET
Non departmental professional services	1059000-51500	299,108	(1,000)	298,108
Governing Body Advertising	1054110-54400	2,240	1,000	3,240
			0	-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-

EXPLANATION: Need additional funds for Governing Body Advertising

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

Chairman

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Finance Department / Lindsey Cearlock

Request:

Approve the budget amendment as presented

Background:(Justification for request, please be specific)

In FY 2021, the County was allotted \$131,300 in FEMA Covid funds. These funds were based on a reimbursement basis and approval of the FEMA.

The County spent \$124,038 of these funds and submitted for reimbursement.

After many appeals with FEMA, they only approved \$52,111 in reimbursement to the County, leaving a balance of \$71,927 in the fund.

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

Using unspent funds from another project to offset this expense.

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

Make a motion to...

Approve the 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.



Finance Officer

Digitally signed by Lindsey Cearlock
DN: cn=Lindsey Cearlock, o=Yadkin County, ou=Yadkin County Finance, email=lcearlock@yadkincountync.gov, c=US
Date: 2025.12.23 08:43:22 -0500

DEPARTMENT: Finance

DEPARTMENT HEAD SIGNATURE: 
Digitally signed by Lindsey Cearlock
DN: cn=Lindsey Cearlock, o=Yadkin County, ou=Yadkin County Finance, email=lcearlock@yadkincountync.gov, c=US
Date: 2025.12.23 08:43:22 -0500

DATE: 12/23/2025

LINE ITEM	ACCOUNT NUMBER	REVISED BUDGET	INCREASE (DECREASE)	NEW BUDGET
Transfer from Capital Projects	1044212-42413	0	71,927	71,927
Transfer from transfer to Special Revenue fund	1054212-57036	0	71,927	71,927
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-

EXPLANATION: Transferring funds to the APRA Special Revenue fund

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 / 12-19-2025

Request:

Rural Economic Development Legally Binding Commitment – Industrial Development Fund Utility Account

Background:(Justification for request, please be specific)

The Rural Economic Development Legally Binding Commitment agreement states what Advantage Machinery Services has to do to receive the Industrial Development Fund Utility Account grant funding they were awarded.

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

They applied for \$142,500.00 of Utility Account grant funding.

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

Make a motion to...

Motion to approve the Rural Economic Development Legally Binding Commitment - Industrial Development Fund Utility Account agreement with Advantage Machinery Services.

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Administration / 12-19-2025

Request:

Contract Reimbursement Agreement Between the EDP and the County

Background:(Justification for request, please be specific)

The Advantage Machinery Services waterline and wastewater connection project has been awarded IDF Utility Grant funding. The grant requires a local match of \$48,500.00. The Reimbursement Agreement Between the EDP and the County states that the County agrees to provide the matching funds and the Yadkin County EDP agrees to reimburse the County the \$48,500.00.

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 County will spend the funds and be reimbursed by the EDP.

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

Make a motion to...

Motion to approve the Contract Reimbursement Agreement Between the EDP and the County.

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Public Buildings 12/22/2025 Dwayne Stanley

Request:

Request to approve Contract with Dorsett Heating & Air Conditioning.

Background:(Justification for request, please be specific)

The HVAC unit located in the Yadkin County Maintenance Department has a freon leak in the coil. This unit uses the R-22 freon which has been phased out by the HVAC industry and very expensive to purchase and use. This unit is 29 years old and far surpassed its life expectancy and is in need of replacement.

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 the 1059000-56552 Building Improvement Budget in the amount of \$11,500.00.

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

Make a motion to...

... approve the contract with the Dorsett Heating & Air Conditioning to replace the Yadkin County Maintenance Department HVAC unit and authorize the County Manager to sign contract.

YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORMDATE: 12/10/2025**SECTION 1**DEPARTMENT: Public Buildings BUDGET CODE: 1059000-56552VENDOR NAME: Dorsett Heating & Air Conditioning POC: John Westra PHONE: _____VENDOR MAIL ADDRESS: 100 Woodlyn DriveTOWN, STATE AND ZIP: Yadkinville NC 27055 VENDOR ID: 2109CONTRACT TERM: 1 (# of years) CONTRACT AMOUNT: \$ 11,500.00 MUNIS CONTRACT NO: _____

NEW CONTRACT



CONTRACT RENEWAL



AMENDMENT TO CONTRACT

DEPARTMENT
COMPLETES**DETAILS or QUESTIONS:**Dorsett Heating & Air Conditioning Contract for HVAC replacement for Yadkin Maintenance
DepartmentDEPARTMENT
COMPLETES

Department Head Signature



DocuSigned by:

Dwayne Stanley12/11/2025

04E60B9FED624AC...

SECTION 2 - COUNTY MANAGER REVIEWMANAGER
COMPLETES

County Manager's Signature



Signed by:

Michael Silverman12/11/2025

04A229E023C44F...

MANAGER
COMPLETES**SECTION 3 - LEGAL REVIEW (only required if contract exceeds \$5,000 or terms are longer than 12 months.)**CLERK
COMPLETESLEGAL TASK ORDER #: 4010TITLE: Dorsett

DocuSigned by:

Tanya BentryCLERK TO THE BOARD Signature 12/11/2025

02D081D730AA47D...

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.

DS

JayATTORNEY SIGNATURE: Ed Powell

DocuSigned by:

0381111-0B67A0231-4

DATE: 12/22/2025**II. INSURANCE**

No Insurance Required

Certificate attached and
approvedHold contract pending receipt of
certificate of insuranceINSURANCE CONSULTANT SIGNATURE: W Ireland

DocuSigned by:

2F35714200824T...

DATE: 12/29/2025**III. INFORMATION TECHNOLOGY**

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

IT DIRECTOR SIGNATURE: Pete Kimball

Signed by:

8ACAA8D587FA447...

DATE: 12/29/2025**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.

NOTES:

DS

U*This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act*FINANCE OFFICER SIGNATURE: Lindsay Carlock

DocuSigned by:

80F40175F158495

DATE: 12/29/2025**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**AGREEMENT FOR SERVICES****NORTH CAROLINA**

(Munis Contract Number) _____

This Agreement is made and entered into this ____ day of ~~December~~, 20____ 2025
 ("Effective Date") between Yadkin County, North Carolina ("County") and
Dorsett Heating & Air Conditioning ("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 \$11,500.00 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
 336-341-0528
 Dwayne Stanley

THE PROVIDER

Dorsett Heating & Air Conditioning Inc
 100 Woodlyn Dr
 Yadkinville, N.C., 27055
 336-679-2126
 John Westra
 President

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: John Westra

Title: President

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 Carllock
6DE40175E158425...
Yadkin County Finance Officer

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Solid Waste / 1-5-2026 / Jason Roels

Request:

Approve the Lease Agreement, by and between Blanche Renegar, Christopher Renegar and wife, Dana Renegar and Yadkin County.

Background:(Justification for request, please be specific)

Yadkin County Solid Waste Convenience Site 5 is located at 1209 Lone Hickory Road. This site is owned by Blanche, Christopher and Dana Renegar. Yadkin County has leased the land for site 5 since 1993.

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

\$1,000 per year.

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

Make a motion to...

Approve the Lease Agreement, by and between Blanche Renegar, Christopher Renegar and wife, Dana Renegar and Yadkin County, and authorize the County Manager to sign.

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Information Technology / 12/29/2025 / Chris McDaniel

Request:

Please approve Server Migration contract with Northwoods Consulting Partners, Inc.

Background:(Justification for request, please be specific)

Northwoods continues to provide exceptional support and reliability for Yadkin County's Human Services Agency applications. This server migration is to help with migrating the Compass software from our old existing servers to our new updated servers. Northwoods is going to provide Yadkin County with professional services, inclusive of server migration services, software upgrades, and system testing. This is a one time contract in the amount of \$5,662.00

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

Accounted for in 1059000-55043 for FY26

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

Make a motion to...

Please approve the Northwoods Server Migration contract and allow the County Manager to sign.

YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORMDATE: 12-29-2025**SECTION 1**DEPARTMENT: Information Technology BUDGET CODE: 1059000-55043VENDOR NAME: Northwoods Consulting Partners, Inc POC: Maggie Beistel PHONE: _____VENDOR MAIL ADDRESS: 5200 Rings RoadTOWN, STATE AND ZIP: Dublin, OH 43017 VENDOR ID: 12298CONTRACT TERM: 1 (# of years) CONTRACT AMOUNT: \$ 5,662.00 MUNIS CONTRACT NO: _____

NEW CONTRACT



CONTRACT RENEWAL



AMENDMENT TO CONTRACT

DEPARTMENT
COMPLETES**DETAILS or QUESTIONS:**

Server Migration to update our outdated software and update our servers to a newer supported version that is used for Compass Pilot and Laserfiche.

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 #: _____

TITLE: _____

CLERK TO THE BOARD Signature

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: _____ DATE: _____

II. INSURANCE

No Insurance Required

Certificate attached and
approvedHold 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

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.

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 Manager

APPROVED BY THE BOC ☐ YES ☐ NO DATE: _____

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

CLERK SIGNATURE: _____

DATE: _____

YADKIN COUNTY**AGREEMENT FOR SERVICES****NORTH CAROLINA**

(Munis Contract Number) _____

This Agreement is made and entered into this 29th day of December, 2025 (“Effective Date”) between Yadkin County, North Carolina (“County”) and Northwoods Consulting Partners, Inc (“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 N/A, 2025.

☒ 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 \$N/A every N/A.
- ☒ The County shall pay the Provider a total not to exceed the amount of \$5,662.00 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

Chris McDaniel

Assistant IT Director

110 E. Elm Street

Yadkinville, NC 27055

336-849-7706

cjmcDaniel@yadkincountync.gov

THE PROVIDER

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

THE PROVIDER

BY: _____

BY: _____

Name: _____

Name: _____

Title: **County Manager**

Title: _____

BY:

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

Name:

Title:

Yadkin County Finance Officer

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Administration / 12-19-2025

Request:

Boonville Community Volunteer Fire Department Contract Renewal

Background:(Justification for request, please be specific)

The County entered into a 3 month contract with Boonville Community Volunteer Fire Department on October 6, 2025. An update on the Fire Department's progress will be provided. They would like the Board to renew the contract for another quarter (3 months).

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 FY2026 Budget includes \$294,955.00 for the Boonville Fire District. That is the amount that is in the original contract that was presented to the Boonville Community Volunteer Fire Department.

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

Make a motion to...

Motion to renew the Boonville Community Volunteer Fire Department Contract for another quarter.

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Administration / 12-19-2025

Request:

Landfill Scale Improvements Project Bid

Background:(Justification for request, please be specific)

The Landfill Scale Improvements Project went out to bid. The only company that submitted a bid was Charlotte Scale. They support the scale that is currently being used. They provided quotes for three options. 1) New Scale with Existing Foundation at a cost of \$99,843.54. 2) New Scale With Steel Deck at a cost of \$125,421.10. 3) New Scale With Concrete Deck at a cost of \$128,078.11. The staff recommends going with the New Scale with Steel Deck option. If the County decides to relocate the scale in the future as part of the long-term landfill improvements plan the scale can be relocated easily compared to relocating a concrete deck. Staff does not think that the existing foundation will support a new scale.

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

Budget Amendment was prepared for the Board's approval.

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

Make a motion to...

Motion to award the bid to Charlotte Scale and authorize the County Manager to negotiate a contract with them for a new scale with a steel deck and approve the related Budget Amendment.

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 M. Cearlock

Digitally signed by Lindsey Cearlock
DN: cn=Lindsey Cearlock, o=Yadkin County, ou=Yadkin County Finance,
email=lcearlock@yadkincountync.gov, c=US
Date: 2025.12.22 14:38:48 -05'00'

Finance Officer

DEPARTMENT: Finance

DEPARTMENT HEAD SIGNATURE: *Lindsey M. Cearlock*
Digitally signed by Lindsey Cearlock
DN: cn=Lindsey Cearlock, o=Yadkin County,
ou=Yadkin County Finance,
email=lcearlock@yadkincountync.gov, c=US
Date: 2025.12.22 14:39:03 -05'00'

DATE: 12/22/2025

LINE ITEM	ACCOUNT NUMBER	REVISED BUDGET	INCREASE (DECREASE)	NEW BUDGET
Appropriated Fund Balance	1044000-49000	3,508,609	125,425	3,634,034
Professional Services	1059000-51500	299,108	125,425	424,533
			0	-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-

EXPLANATION: New scale at the Landfill

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

Chairman

Manager's Reports

Manager's Funds Transfers
& Contracts
No Action Required

Board Vacancies:

- 1) Aging Planning Committee – One Vacancy
- 2) Board of Adjustment – Alternate Member Vacancy
- 3) Planning Board – Alternate Member Vacancy
- 4) Human Services Advisory Committee – Engineer Vacancy
- 5) Joint Adult Care Home & Nursing Home Community Advisory Committee - Four Vacancies

Calendar Notes:

- 1) January 14, 2026 – Joint Planning Meeting at 5:30pm in the Board of Commissioners Room
- 2) January 19, 2026 – County Offices Closed for Martin Luther King Jr Holiday
- 3) January 20, 2026 – Board of Commissioners Meeting at 7:00pm
- 4) January 22, 2026 – Pre-Budget Workshop at 5:30pm in the Magnolia Building Second Floor Conference Room

Commissioner Comments

- Commissioner Collins went first last time