**YADKIN COUNTY BOARD OF COMMISSIONERS**  
**NOTICE OF MEETING**  
Yadkin County Human Resources Building  
217 East Willow Street, Yadkinville, NC 27055  
**Tuesday, January 21, 2020**  
7:00pm  
**AGENDA**

“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.”

<table>
<thead>
<tr>
<th>NO.</th>
<th>TIME</th>
<th>ITEM</th>
<th>PRESENTER</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.</td>
<td></td>
<td><strong>Invocation</strong></td>
<td></td>
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</tr>
<tr>
<td>II.</td>
<td>7:00pm</td>
<td><strong>Call to Order</strong></td>
<td>Chairman Austin</td>
<td></td>
</tr>
<tr>
<td>III.</td>
<td>7:01pm</td>
<td><strong>Pledge of Allegiance</strong></td>
<td>Chairman Austin</td>
<td></td>
</tr>
<tr>
<td>IV.</td>
<td>7:05pm</td>
<td><strong>Adjustments/Adoption of Agenda</strong></td>
<td>The Board</td>
<td></td>
</tr>
<tr>
<td>V.</td>
<td>7:10pm</td>
<td><strong>Public Comments</strong></td>
<td></td>
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<td></td>
<td></td>
<td><strong>Special Note:</strong> 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.</td>
<td></td>
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</tr>
<tr>
<td>VI.</td>
<td>7:15pm</td>
<td><strong>Approval of Minutes:</strong></td>
<td>The Board</td>
<td>4-8</td>
</tr>
<tr>
<td></td>
<td></td>
<td>January 6, 2020 – Regular Session</td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td>January 6, 2020 – Closed Session</td>
<td></td>
<td>9-10</td>
</tr>
<tr>
<td>VII.</td>
<td>7:20pm</td>
<td><strong>Reports/Requests of the Board:</strong></td>
<td></td>
<td>11</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1) Recognize Courtney Volunteer Fire Department.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VIII.</td>
<td>7:25pm</td>
<td><strong>Consent Agenda:</strong></td>
<td></td>
<td>12-14</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1) Approve Budget Amendment for Sheriff’s Office Admin Debt Service Payment.</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>2) Approve Tax Adjustments &amp; Refunds for December</td>
<td></td>
<td>15-17</td>
</tr>
</tbody>
</table>
### IX. 7:30pm Public Hearing/Action to Set Public Hearing:

**Special Note:** Comments are limited to 15 minutes ‘for’ and 15 minutes ‘against’ any one issue with an additional 15 minutes for administrative discussion.

1) None.

### X. 7:30pm Board Action:

1) Adopt 2nd Amendment Resolution.
2) Approve Payment of a FY2019 Charlotte Scale Company, Inc. Invoice.
3) Approve Payment of FY2019 Inmate Medical Bills.
4) Authorize Sheriff’s Office to Apply for a North Carolina Governors Crime Commission 2020 Grant.

### XI. 7:50pm Calendar Notes:

1) January 27, 2020 – Board of Commissioners Retreat at 2:00pm.

### XII. 7:55pm Manager’s Reports / Board Action:

1) None

### XIII. 8:00pm Managers Budget Amendments & Contracts / No Action Required:

1) Human Services Funds Transfer ($673).
2) Elections Funds Transfer ($25).
3) Human Services/WIC Funds Transfer ($400).
4) Spurlin Signs & Awnings Contract for Signage for the Medical Clinic.

### XIV. 8:05pm Board Vacancies/Appointments:

1) There is a Vacancy on the Surry County Housing Consortium.
2) Appointment to Joint Nursing Home and Adult Care Home Community Advisory Committee.
XV. 8:10pm  **Commissioner Comments**  

XVI. 8:15pm  **Recess**  
*(Time may vary at discretion of Chairman Austin)*

**CLOSED SESSION**

Pursuant to NCGS 143-318.11(a)(3)(4)(5)(6) to discuss Personnel Matters and to Protect Personnel Information that is Confidential under NCGS 153A-98, and to discuss the potential Location or Expansion of Industries or other Businesses in the County, to Establish the County’s Negotiating Position for Acquiring Real Property and to Instruct the County Staff on that Position, and to have a Privileged Consultation with our County Attorney and Pursuant to NCGS 131E-97.3 to discuss Confidential Competitive Health Care Information.

XVII. **Adjournment**

**Special Note to the Public:** Any individual with a disability who wishes to attend or participate in the Commission meeting is asked to contact the Office of the Clerk to the Board or the County Manager at 336-849-7900 no later than 12:00 noon on the Friday prior to the Monday meeting so that adequate plans for accommodation can be arranged.
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Administration / 01-13-2020

Request:
Recognize Courtney Volunteer Fire Department for Their Achievement.

Background: (Justification for request, please be specific)
The Courtney Volunteer Fire Department has lowered their ISO rating to a 4.

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 FY2020 Budget Ordinance was adopted by fund and department. The attached budget amendments are requested by the Departments.

**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.

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

approve the attached budget amendments as presented.
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

**BUDGET AMENDMENT FORM**
(change in revenue and expenditure or transfers between departments or funds)

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

<table>
<thead>
<tr>
<th>LINE ITEM</th>
<th>ACCOUNT NUMBER</th>
<th>REVISED BUDGET</th>
<th>INCREASE (DECREASE)</th>
<th>NEW BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finance Capital Management Interest</td>
<td>1044130-44900</td>
<td>80,000</td>
<td>22,219</td>
<td>102,219</td>
</tr>
<tr>
<td>General Fund - Miscellaneous</td>
<td>1044000-48900</td>
<td>5,000</td>
<td>16,678</td>
<td>21,678</td>
</tr>
<tr>
<td>Transfer from Capital Projects</td>
<td>1044212-42413</td>
<td>0</td>
<td>50,761</td>
<td>50,761</td>
</tr>
<tr>
<td>Sheriff Inmate Housing</td>
<td>1044320-42344</td>
<td>65,000</td>
<td>2,680</td>
<td>67,680</td>
</tr>
<tr>
<td>Insurance Consulting</td>
<td>1059000-51704</td>
<td>45,000</td>
<td>(3,395)</td>
<td>41,605</td>
</tr>
<tr>
<td>Lease Agreement - Telephone</td>
<td>1059000-55040</td>
<td>20,000</td>
<td>(1,500)</td>
<td>18,500</td>
</tr>
<tr>
<td>Telephone</td>
<td>1059000-54200</td>
<td>46,000</td>
<td>(1,500)</td>
<td>44,500</td>
</tr>
<tr>
<td>Dues and Subscriptions</td>
<td>1059000-55500</td>
<td>25,000</td>
<td>(856)</td>
<td>24,144</td>
</tr>
<tr>
<td>Contingency</td>
<td>1059000-58500</td>
<td>22,100</td>
<td>(22,100)</td>
<td>0</td>
</tr>
<tr>
<td>Central Permitting PT Salary</td>
<td>1054350-51030</td>
<td>5,000</td>
<td>(5,000)</td>
<td>0</td>
</tr>
<tr>
<td>Vehicle Lease</td>
<td>1059000-55605</td>
<td>5,000</td>
<td>(1169)</td>
<td>3,831</td>
</tr>
<tr>
<td>Finance Postage</td>
<td>1054310-54250</td>
<td>3,800</td>
<td>(800)</td>
<td>3,000</td>
</tr>
</tbody>
</table>

**EXPLANATION:** Funds for Sheriff Admin Debt Service Payment

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

This instrument has been approved by the Board of Commissioners as requested.
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

**Finance Officer**

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**DEPARTMENT:** Finance

**DEPARTMENT HEAD SIGNATURE:**

**DATE:** 01/12/2020

<table>
<thead>
<tr>
<th>LINE ITEM</th>
<th>ACCOUNT NUMBER</th>
<th>REVISED BUDGET</th>
<th>INCREASE (DECREASE)</th>
<th>NEW BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finance Supplies</td>
<td>1054130-52010</td>
<td>5,000</td>
<td>(1,603)</td>
<td>3,397</td>
</tr>
<tr>
<td>Soil and Water Equipment</td>
<td>1054960-56010</td>
<td>15,000</td>
<td>(4,820)</td>
<td>10,180</td>
</tr>
<tr>
<td>Non department Professional Services</td>
<td>1059000-51500</td>
<td>200,000</td>
<td>(876)</td>
<td>199,124</td>
</tr>
<tr>
<td>Christmas Ham</td>
<td>1059000-55605</td>
<td>19,000</td>
<td>(755)</td>
<td>18,245</td>
</tr>
<tr>
<td>Banking Services</td>
<td>1059000-52025</td>
<td>10,000</td>
<td>(969)</td>
<td>9,031</td>
</tr>
<tr>
<td>Schools Interest</td>
<td>1059830-58226</td>
<td>402,807</td>
<td>(40,813)</td>
<td>361,994</td>
</tr>
<tr>
<td>Sheriff Administration Principal</td>
<td>1059830-58237</td>
<td>0</td>
<td>115,550</td>
<td>115,550</td>
</tr>
<tr>
<td>Sheriff Administration Interest</td>
<td>1059830-58238</td>
<td>0</td>
<td>67,944</td>
<td>67,944</td>
</tr>
<tr>
<td>Annual Audit Administration</td>
<td>1059000-51530</td>
<td>60,000</td>
<td>(5,000)</td>
<td>55,000</td>
</tr>
</tbody>
</table>

**EXPLANATION:** Funds for Sheriff Admin Debt Service Payment

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

<p>| | |</p>
<table>
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<tbody>
<tr>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

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

**Chairman**
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Tax Department/ 1-9-2019/Clayton Campbell

Request:
To approve tax adjustments and refunds for month of December 2019

Background: (Justification for request, please be specific)
Adjustments and Refunds will be sent to the Board of Commissioners for approval. Some
adjustments will result in refunds and some will be adjusted with a new bill sent out.

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 real and personal bills that were included in the estimated amount of revenue for the
2019-2020 budget year that are adjusted will reduce the amount of tax revenue for the
2019-2020 tax year. The vehicles on the new system are not charged to the tax collector
but will reduce the amount of revenue for the County. Any discovery or deferred tax bills
were NOT included in the original estimated amount of revenue for the 2019-2020 budget
year.

Motion: (Please type a recommended motion for Board consideration)
Make a motion to...
Recommended Motion: To approve the attached list of adjustments and refunds for the
month of December 2019.
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Solid Waste- January 1, 2020-Shannon Harris SW Director

Request:
Approve service contract for repairs of scales at Scalehouse

Background:(Justification for request, please be specific)
The scale at the Yadkin County Solid Waste Facility needs a new load cell due to wear and tear over the years.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years’ budgets and increase/decrease from last fiscal year's amount)
Expense line 6054710-53020

Motion:(Please type a recommended motion for Board consideration)
Make a motion to…
Approve the Charlotte Scale contract and authorize the County Manager to sign it and approve the budget amendment for the funds needed for the contract.
YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

SECTION 1

DEPARTMENT: Solid Waste BUDGET CODE: 6054710-53020

VENDOR NAME: Charlotte Scale, Inc POC: Jason Maggs PHONE: 704-376-8496

VENDOR MAIL ADDRESS: 1510 Ameron Dr

TOWN, STATE AND ZIP: Charlotte, NC 28209 VENDOR ID: 2771

CONTRACT TERM: (Number of years) CONTRACT AMOUNT: $5,077.29 MUNIS CONTRACT NO:

✓ NEW CONTRACT CONTRACT RENEWAL AMENDMENT TO CONTRACT

DETAILS or QUESTIONS: Diagnose and repair scale at Scalehouse

Department Head Signature → Shannon Harris

SECTION 2 - COUNTY MANAGER REVIEW

MANAGER COMPLETES

County Manager's Signature →

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

LEGAL TASK ORDER #: 1315 Tanya Gentry CLERK TO THE BOARD Signature

TITLE: Charlotte Scale

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: [Signature] DATE: 1/8/20

II. INSURANCE

No Insurance Required ✓ Certificate attached and approved

INSURANCE CONSULTANT SIGNATURE: [Signature] DATE: 1/8/20

III. INFORMATION TECHNOLOGY

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

IT DIRECTOR SIGNATURE: Dale Ring 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: [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 RE Contract Control Form (rev: 10/20/15)
YADKIN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

(Munis Contract Number)

This Agreement is made and entered into this 21st day of January, 20 20
("Effective Date") between Yadkin County, North Carolina ("County") and
Charlotte Scale Co., 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 January 31, 20 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 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 $5,077.29 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. G.S 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:

<table>
<thead>
<tr>
<th>THE COUNTY</th>
<th>THE PROVIDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yadkin County</td>
<td>Jason Maggs</td>
</tr>
<tr>
<td>Shannon Harris, Director</td>
<td>Charlotte Scale Co., Inc</td>
</tr>
<tr>
<td>1148 Landfill Rd</td>
<td>1510 Amerson Dr</td>
</tr>
<tr>
<td>PO Box 220</td>
<td>Charlotte, NC 28209</td>
</tr>
<tr>
<td>Yadkinville, NC 27055</td>
<td>704-376-8496</td>
</tr>
<tr>
<td>336-849-7812</td>
<td></td>
</tr>
</tbody>
</table>

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: Lisa Hughes  
Title: County Manager

THE PROVIDER  
BY: Jason Macos  
Name: Jason Macos  
Title: VP

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.)

Assess and correct issues to weight scale at Solid Waste facility. Up to an 8 hour block of time.
**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

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**DEPARTMENT:** Solid Waste  
**DEPARTMENT HEAD SIGNATURE:** Drew Hinkle  
**DATE:** 1/8/2020

<table>
<thead>
<tr>
<th>LINE ITEM</th>
<th>ACCOUNT NUMBER</th>
<th>REVISED BUDGET</th>
<th>INCREASE (DECREASE)</th>
<th>NEW BUDGET</th>
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<tbody>
<tr>
<td>Solid Waste-Disposal Transfer Fee</td>
<td>6054710-54317</td>
<td>1,751,050</td>
<td>(1,600)</td>
<td>1,749,450</td>
</tr>
<tr>
<td>Solid Waste- Equipment Maintenance</td>
<td>6054710-53020</td>
<td>3,500</td>
<td>1,600</td>
<td>5,100</td>
</tr>
</tbody>
</table>

**EXPLANATION:** The scale broke at the transfer station. These replacement and repair is vital to the continued operation of the scale. The repairs for the scale were more than the budgeted amount.

---

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:
Finance / January 7 2020 / Lindsey Cearlock

Request:
Approve Memorandum of Agreement with YVEDDI for their use of ROAP Funding received by the County.

Background:(Justification for request, please be specific)
The NC Department of Transportation administers the Rural Operating Assistance Program (ROAP) and awards counties specified funding amounts to provide rural general, employment, and elderly/disabled transportation services. The County contracts with YVEDDI to provide these transportation 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 County has been awarded $166,708 of ROAP Funding for FY 2020. The funds will be disbursed to YVEDDI for expenditure per their agreement with the County.

Motion:(Please type a recommended motion for Board consideration)
Make a motion to…
Approve the YVEDDI Memorandum of Agreement for ROAP Funding and authorize the County Manager to sign.
# YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

## SECTION 1

**DEPARTMENT:** Finance  
**BUDGET CODE:** ROAP Funds (Community Action)

**VENDOR NAME:** YVEDDI  
**POC:** Kathy Payne  
**PHONE:** 336-367-3520

**VENDOR MAIL ADDRESS:** PO Box 309

**TOWN, STATE AND ZIP:** Boonoitv, NC 27011

**CONTRACT TERM:** 1 (# of years)  
**CONTRACT AMOUNT:** $166,708.00  
**MUNIS CONTRACT NO:**

<table>
<thead>
<tr>
<th></th>
<th>NEW CONTRACT</th>
<th>✓ CONTRACT RENEWAL</th>
<th>AMENDMENT TO CONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>DETAILs or QUESTIONS:</td>
<td>Memorandum of Agreement between YVEDDI and Yadkin County for the distribution of ROAP funding.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**DEPARTMENT HEAD SIGNATURE:**

**SECTION 2 - COUNTY MANAGER REVIEW**

**MANAGER COMPLETES**

**COUNTy MANAGER'S SIGNATURE:**

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

**LEGAL TASK ORDER #:** 1314  
**TITLE:** ROAP  
**Tanya Gentry** CLERk TO THE BOARD SIGNATURE

**LEGAL SIGNATURE:**

**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:** 1-8-20

**II. INSURANCE**

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

**INSURANCE CONSULTANT SIGNATURE:**

**DATE:** 1/8/2020

**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.

**FINANCE OFFICER SIGNATURE:**

**DATE:**

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

**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 RE Contract Control Form (rev: 10/20/15)
MEMORANDUM OF AGREEMENT

RURAL OPERATING ASSISTANCE PROGRAM (ROAP)

This Agreement entered into this the 12 of December, 2019, by and between the County of Yadkin (hereinafter referred to as the “County”) and Yadkin Valley Economic Development District, Inc. (YVEDDI) (hereinafter referred to as the “Agency”) shall outline the responsibilities of each of the parties regarding Rural Operating Assistance Program (ROAP) funds allocated to Yadkin County for FY2020 by the North Carolina Department of Transportation – Public Transportation Division (NCDOT – PTD).

COUNTY RESPONSIBILITIES, PROCESSES AND PROCEDURES

The County agrees to the following:

1. Complete the application for ROAP funds and submit to the NCDOT-PTD, requesting the maximum allocation for each category of funding; Rural General Program; Elderly & Disabled Transportation Assistance Program and Employment Transportation Assistance Program.

2. To sub-allocate all ROAP funds received by the County to the Agency for services to be provided from July 1, 2019 through June 30, 2020.

3. To include ROAP funds received and expended in the annual audit.

AGENCY RESPONSIBILITIES, PROCESSES AND PROCEDURES

The Agency agrees to the following:

1. Engage community stakeholders in the development of a service plan for the use of EMPLOYMENT and EDTAP funds and to submit to the County for approval.

2. Provide transportation assistance to support employment goals, as outlined in the ROAP Planning Committee recommendations.

3. Maintain records of all trips and services provided for five (5) years that document that eligible citizens were provided eligible trips or services on the billed date, by whatever conveyance at the specified cost.

4. Assure that all ROAP services and expenditures are in accordance with the guidelines of the NCDOT-PTD.
5. Spend any interest earned on ROAP funds for eligible programs as specified in the ROAP application.

6. Provide an accounting of trips, services and expenditures in semi-annual reports that are prepared and submitted to NCDOT-PTD or its designee.

7. To provide and maintain applications and documentation forms as required of all recipients to assure that they meet eligibility criteria for Employment, EDTAP and RGP programs.

8. Make available all documentation and records of services and expenditures to the County as needed for the annual audit or other requests.

9. Place trips using ROAP funds into the Agency’s trip scheduling software so that trip verification and tracking can take place.

10. Maintain documentation and records of all transportation services provided for ROAP recipients through approved means.

11. Use the fully allocated cost model to determine the shared per mile cost of each ROAP trip.

12. Assure that all Employment transportation funds are spent in coordination with ROAP Planning Committee.

13. Refund any unspent ROAP funds to the NCDOT-PTD as required.

14. Comply with any other State program implementation requirements and accountability guidelines not specifically mentioned in this agreement.

15. Notify the County prior to discontinuing any ROAP funded service before the end of the performance period due to lack of funding.

IN WITNESS WHEREOF, the County and the Agency have executed this agreement as of the 12 day of December, 2019.

**COUNTY OF YADKIN**

By: ________________________________

Title: ______________________________

Date: ______________________________

**Yadkin Valley Economic Development District, INC.**

By: ________________________________

Title: Executive Director

Date: December 12, 2019
# Application for Transportation Operating Assistance

*FY2020 Rural Operating Assistance Program (ROAP) Funds*

<table>
<thead>
<tr>
<th>Name of Applicant (County)</th>
<th>Yadkin County</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Manager</td>
<td>Lisa Hughes</td>
</tr>
<tr>
<td>County Manager's Email Address</td>
<td><a href="mailto:lhughes@yadkincounty.nc.gov">lhughes@yadkincounty.nc.gov</a></td>
</tr>
<tr>
<td>County Finance Officer</td>
<td>Lindsey Cearlock</td>
</tr>
<tr>
<td>CFO’s Email Address</td>
<td><a href="mailto:lcearlock@yadkincountync.gov">lcearlock@yadkincountync.gov</a></td>
</tr>
<tr>
<td>CFO’s Phone Number</td>
<td>336-849-7911</td>
</tr>
<tr>
<td><strong>Person Completing this Application</strong></td>
<td>Jeff Cockerham</td>
</tr>
<tr>
<td>Person’s Job Title</td>
<td>Transportation Director</td>
</tr>
<tr>
<td>Person’s Email Address</td>
<td><a href="mailto:jcockerm@yveddi.com">jcockerm@yveddi.com</a></td>
</tr>
<tr>
<td>Person’s Phone Number</td>
<td>336-367-3532</td>
</tr>
<tr>
<td><strong>Community Transportation System</strong></td>
<td>YVEDDI Public Transportation</td>
</tr>
<tr>
<td>Name of Transit Contact Person</td>
<td>Jeff Cockerham</td>
</tr>
<tr>
<td>Transit Contact Person’s Email Address</td>
<td><a href="mailto:jcockerm@yveddi.com">jcockerm@yveddi.com</a></td>
</tr>
</tbody>
</table>

Application Completed by: [Signature]  Date: 12/12/2019

I certify that the content of this application is complete and accurately describes the county’s administration of the ROAP Program, and the use of the ROAP funds in accordance with applicable state guidelines. I certify and understand that if the bi-annual and annual milestone reports and any other status reports required by the Integrated Mobility Division (IMD) are not submitted on or before the due dates, the next scheduled disbursement will be held until all reports are submitted.

I certify and understand that the county will be invoiced by NC DOT for any unspent funds at the end of the period of performance and that funds for the next fiscal year will not be disbursed until re-payment has been made.

County Manager: [Signature]  Date: 1/6/2020

County Finance Officer: [Signature]  Date: 1/6/2020

Revised December 2019
Application Instructions

County officials should read the ROAP Program Administration Guide which contains guidance on the administration of the ROAP Program and information about the preparation of grant applications.

- The application must be completed by an official of the county or his/her designee.
- Click on the gray rectangle and type each answer. If necessary, the text will automatically wrap to the next row. The answer may wrap to the next page if necessary.
- If the county wishes to explain their response to any questions or provide more information, the county may include additional pages with this application form. All the pages of the application and any pages added by the applicant should be scanned into the same file.
- If there are questions regarding this application, contact the NCDOT-IMD Mobility Development Specialist assigned to the area served by the transit system.

FY2020 ROAP Program Schedule

<table>
<thead>
<tr>
<th>Application Deadline</th>
<th>January 17, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partial Funds Disbursement</td>
<td>January 3, 2020 March 6, 2020</td>
</tr>
</tbody>
</table>

*All outstanding unspent funds must be repaid to NCDOT before disbursement of FY2020 funds can be made.

Milestone Reports
- Milestone Report #1 February 28, 2020
- Milestone Report #2 July 31, 2020 (Annual)

County’s Management of ROAP Funds

County governments or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with municipalities or counties served) are the only eligible applicants for ROAP funds. As a recipient of ROAP funds, the county must implement administrative processes that will ensure the following:

- ROAP funds are expended on needs identified through a public involvement and/or planning process
- ROAP funds are expended only on eligible activities as described in Appendix A of the ROAP Guidance.
- Supporting documentation of expenditures by all sub-recipients is required.
- Service recipients meet eligibility requirements and their eligibility is documented
- Trips funded with ROAP funding are monitored and evaluated throughout the period of performance
- An accounting of trips and expenditures is provided in bi-annual reports to NCDOT with supporting documents
- ROAP funds received and expended are included in the local annual audit

ROAP funds will be disbursed to counties in two lump-sum payments in the Rural General Public program. Counties have the flexibility to determine how the funding will be used to meet the needs of the citizens and how to sub-allocate the funding to meet the transportation needs, but the guidelines for each program used must be followed and trips accounted for by program used.

Revised December 2019
<table>
<thead>
<tr>
<th>Transportation Needs and Public Involvement in Funding Decisions</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Did the county ask the Community Transportation Advisory Board (TAB), which is affiliated with the Community Transportation System, to recommend how the ROAP funds should be sub-allocated?</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>B. Were outreach efforts conducted to inform agencies about the availability of ROAP funds and to discuss transportation needs BEFORE the county decided how to sub-allocate the ROAP funds?</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>C. Is the method used to sub-allocate the ROAP funds fair and equitable? Open and transparent?</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Financial Management of ROAP Funds</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>D. Does the county pass through any ROAP funds to agencies or organizations that are not county governmental departments or agencies?</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>E. If yes, does the county have a written agreement with these agencies that addresses the proper use, return and accountability of these funds? <em>(Include a sample agreement with application)</em></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>F. Do any of the organizations or departments receiving ROAP funds plan to use private transit contractors to provide the ROAP funded trips? <em>(Their procurement practices will need to meet all federal and state requirements for procurement of professional services.)</em></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>G. Are ROAP funds deposited in an interest-bearing account?</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>H. Does the county provide local funds for transportation operating assistance to any of the ROAP sub-recipients in addition to the state ROAP funds?</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Monitoring and Oversight Responsibilities</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Subrecipients of ROAP funds are required to provide sufficiently detailed progress reports and statistical data about trips provided and rider eligibility with ROAP funds. How frequently are these provided to the county? In what format? The County must be prepared to provide documentation that an eligible citizen was provided an eligible service or trip on the billed date, by whatever conveyance, at a specific cost. What form of documentation is collected? Monthly statistical reports, bi-annual ROAP milestone reports</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>J. Does the county require the subrecipients of ROAP funds to use the coordinated transportation services of the federally funded Community Transportation System operating in the county?</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>K. Will any of the subrecipients use their ROAP sub-allocation as matching funds for any of the following programs? <em>(Matching funds for operating assistance or purchase of service only.)</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5310 – Elderly Individuals and Individuals with Disabilities Program</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>5311 - Non-urbanized Area Formula Program</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>5316 – Job Access and Reverse Commute Program (JARC)</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>5317 – New Freedom Program</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>L. Will any of the subrecipients charge a fare for a ROAP funded trip? Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>M. Describe the eligibility criteria to be used in this county to determine who will be provided ROAP funded trips. <strong>Must be eligible per Admin guide, trip must be eligible per Appendix A of guide. TAB Board priority of service guide.</strong> What documents are used to determine eligibility? ROAP Service Application, proof of age or disability, proof of income for employment.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>N. Since the subrecipient can only use RGP funds to pay for 90% of the cost of a trip, will the Community Transportation System use fare revenue to generate the local 10% match requirement for RGP funds?</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

Revised December 2019
<table>
<thead>
<tr>
<th></th>
<th>$</th>
<th>$</th>
<th>$</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tyrrell</td>
<td>54,680.08</td>
<td>4,122.07</td>
<td>49,001.00</td>
<td>107,803.15</td>
</tr>
<tr>
<td>Union</td>
<td>116,800.80</td>
<td>53,164.20</td>
<td>101,482.82</td>
<td>271,447.82</td>
</tr>
<tr>
<td>Vance</td>
<td>89,344.82</td>
<td>15,068.58</td>
<td>91,605.49</td>
<td>196,018.89</td>
</tr>
<tr>
<td>Wake</td>
<td>320,869.67</td>
<td>233,502.30</td>
<td>114,855.24</td>
<td>669,227.22</td>
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<td>Warren</td>
<td>71,208.47</td>
<td>8,048.24</td>
<td>66,207.69</td>
<td>145,464.40</td>
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<tr>
<td>Washington</td>
<td>61,336.29</td>
<td>6,585.19</td>
<td>58,164.44</td>
<td>126,085.92</td>
</tr>
<tr>
<td>Watauga</td>
<td>71,416.85</td>
<td>15,562.56</td>
<td>97,481.69</td>
<td>184,461.10</td>
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<tr>
<td>Wayne</td>
<td>110,325.05</td>
<td>34,106.40</td>
<td>108,378.03</td>
<td>252,809.48</td>
</tr>
<tr>
<td>Wilkes</td>
<td>93,610.47</td>
<td>19,372.69</td>
<td>116,450.28</td>
<td>229,433.45</td>
</tr>
<tr>
<td>Wilson</td>
<td>92,888.47</td>
<td>27,493.29</td>
<td>128,142.66</td>
<td>248,524.42</td>
</tr>
<tr>
<td>Yadkin</td>
<td>70,720.73</td>
<td>11,670.36</td>
<td>84,317.27</td>
<td>166,708.36</td>
</tr>
<tr>
<td>Yancey</td>
<td>64,123.44</td>
<td>7,127.19</td>
<td>62,931.59</td>
<td>134,182.22</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$ 9,519,624.00</strong></td>
<td><strong>$ 2,750,114.00</strong></td>
<td><strong>$ 8,884,982.00</strong></td>
<td><strong>$ 21,154,720.00</strong></td>
</tr>
</tbody>
</table>

*Note: All unspent ROAP funds must be repaid to NC DOT before FY2020 funds will be disbursed.
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Finance / January 7 2020 / Lindsey Cearlock

Request:
Approve the Rural Operating Assistance Program (ROAP) Certified Statement.

Background:(Justification for request, please be specific)
The NC Department of Transportation administers the Rural Operating Assistance Program (ROAP) and awards counties specified funding amounts to provide rural general, employment, and elderly/disabled transportation services. The NC Department of Transportation request that the Certified Statement be signed by Yadkin County.

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 ROAP Certified Statement and authorize the County Manager and Finance Officer to sign.
CERTIFIED STATEMENT

FY2020

RURAL OPERATING ASSISTANCE PROGRAM

County of Yadkin

WHEREAS, the state-funded, formula-based Rural Operating Assistance Program (ROAP) administered by the North Carolina Department of Transportation, Integrated Mobility Division provides funding for the operating cost of passenger trips for counties within the state;

WHEREAS, the county uses the most recent transportation plans (i.e. CCP, CTIP, LCP) available and other public involvement strategies to learn about the transportation needs of agencies and individuals in the county before determining the sub-allocation of these ROAP funds;

WHEREAS, the county government or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with the municipalities or counties served) are the only eligible recipients of Rural Operating Assistance Program funds which are allocated to the counties based on a formula as described in the Program Guidelines included in the ROAP State Management Plan. NCDOT will disburse the ROAP funds only to counties and eligible transportation authorities and not to any sub-recipients selected by the county;

WHEREAS, the county finance officer will be considered the county official accountable for the administration of the Rural Operating Assistance Program in the county, unless otherwise designated by the Board of County Commissioners;

WHEREAS, the passenger trips provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of national origin, creed, age, race or gender (FTA C 4702.1B, FTA C 4704.1A, Americans with Disabilities Act 1990); and

WHEREAS, the period of performance for these funds will be July 1, 2019 to June 30, 2020 regardless of the date on which ROAP funds are disbursed to the county.

NOW, THEREFORE, by signing below, the duly authorized representatives of the County of Yadkin North Carolina certify that the following statements are true and accurate:

- The county employed a documented methodology for sub-allocating ROAP funds that involved the participation of eligible agencies and citizens. Outreach efforts to include the participation of the elderly and individuals with disabilities, persons with limited English proficiency, minorities and low income persons in the county’s sub-allocation decision have been documented.

- The county will advise any sub-recipients about the source of the ROAP funds, specific program requirements and restrictions, eligible program expenses and reporting requirements. The county will be responsible for invoicing any sub-recipients for unexpended ROAP funds as needed.

- The county will monitor ROAP funded services routinely to verify that ROAP funds are being spent on allowable activities and that the eligibility of service recipients is being properly documented. The county will maintain records of trips for at least five years that prove that an eligible citizen was provided an eligible transportation service on the billed date, by whatever conveyance at the specified cost.

- The county will be responsible for monitoring the safety, quality and cost of ROAP funded services and assures that any procurements by subrecipients for contracted services will follow state and federal guidelines.

- The county will conduct regular evaluations of ROAP funded passenger trips provided throughout the period of performance.

Revised 12-6-19

40
The county will only use the ROAP funds to provide trips when other funding sources are not available for the same purpose or the other funding sources for the same purpose have been completely exhausted.

The county assures that the required matching funds for the FY2020 ROAP can be generated from fares and/or provided from local funds.

The county will notify the Mobility Development Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.

The county will provide an accounting of trips and expenditures in bi-annual milestone reports to NCDOT – Integrated Mobility Division or its designee. **Back-up documentation is required to support the bi-annual and annual reports, failure to provide documentation will affect future disbursements.**

Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.

The county is applying for the following amount of FY2020 Rural Operating Assistance Program funds:

<table>
<thead>
<tr>
<th>State-Funded Rural Operating Assistance Program</th>
<th>Allocated</th>
<th>Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rural General Public Program (RGP)</td>
<td>166,708.36</td>
<td>166,708.36</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>166,708.36</strong></td>
<td><strong>166,708.36</strong></td>
</tr>
</tbody>
</table>

WITNESS my hand and county seal, this **11th** day of **December**, **2019**.

Signature of County Manager/Administrator
Lisa Hughes

Printed Name of County Manager/Administrator

Signature of County Finance Officer
Lindsey Cearlock

Printed Name of County Finance Officer

State of North Carolina County of Yadkin

County Seal Here

Revised 12-6-19
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Administration / January 14, 2020 / Lisa L. Hughes

Request:
adopt a resolution supporting the Second Amendment of the United States Constitution

Background:(Justification for request, please be specific)
as legislators across the United States propose to limit the Constitutional Rights of citizens, the Yadkin County Board of Commissioners wishes to reaffirm their oath to uphold the Constitution of the United States of America. This resolution declares that Yadkin County will continue to uphold and support the Constitutions of the United States of America and the State of North Carolina, and the rights grants to citizens within, specifically the Second Amendment.

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…
adopt the Resolution supporting the Second Amendment of the United States Constitution
RESOLUTION DECLARING SUPPORT FOR PROTECTION OF SECOND AMENDMENT RIGHTS

Whereas, it is recognized that the Constitution of the United States of America is the supreme law of our nation; and

Whereas, the Second Amendment to the United States Constitution states, “A well-regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear arms, shall not be infringed;” and

Whereas, the Supreme Court of the United States has, through multiple rulings, upheld an individual’s right to keep and bear arms when federal, state, and local laws have sought to restrict this right; and

Whereas, the supremacy of the Constitution over other law was well established in 1803 by the Supreme Court of the United States in its decision in *Marbury v. Madison*; and,

Whereas, according to the Declaration of Independence, we are afforded the God given rights of liberty and personal security which are the basis of the greatness of the miracle of America; and,

Whereas, it is acknowledged that the right of individuals to keep and bear arms is under attack in the United States of America by elected officials from many levels of Government; and,

Whereas, the members of the Yadkin County Board of Commissioners and the Yadkin County Sheriff have taken an oath to defend and uphold the Constitutions of the United States and of North Carolina; and

Whereas, the Yadkin County Board of Commissioners wishes to express its deep commitment to protecting all Constitutional rights of Yadkin County citizens and stands opposed to any law, regulation or other act that would unconstitutionally infringe on the citizens’ Second Amendment rights; and

Whereas, the Yadkin County Board of Commissioners further wishes to express that it will use every power and authority of the county to protect the Second Amendment Rights of Yadkin County citizens; and
NOW, THEREFORE, BE IT RESOLVED that the Yadkin County Board of Commissioners declares that Yadkin County government will use all powers and authority to defend and protect the rights of all of our citizens.

BE IT FURTHER RESOLVED that the Yadkin County Board of Commissioners implores the North Carolina Legislature and the United States Congress to use all of their powers and authority to protect our citizens’ freedom under the Constitution and specifically the Second Amendment.

Adopted this the 21st day of January, 2020.

__________________________________________
Kevin Austin, Chair
Yadkin County Board of Commissioners

Attest:

_____________________________
Tanya Gentry, Clerk to the Board
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Solid Waste/ 1/2/2020 / Drew Hinkle

Request:
Approve payment for Charlotte Scale Company Inc Invoice dated 6/6/2019

Background: (Justification for request, please be specific)
Charlotte Scale provides quarterly service at the landfill scale. We paid the March 2019 invoice as well as the September 2019 invoice. The September invoice did not have any indication of any other overdue balance.

We received this invoice dated 6/6/2019 on December 30.

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 total of the invoice is for $252.19.

Motion: (Please type a recommended motion for Board consideration)
Make a motion to…
Approve the payment for Charlotte Scale Company Inc's invoice dated 6/6/2019 for $252.19.
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Finance / January 13 2020/ Lindsey Cearlock

Request:

To approve payment of a prior year invoice in the amount of $1769.08

Background: (Justification for request, please be specific)

These invoices are for 2 inmates that have been confirmed in our custody by the Sheriff’s Office. The provider (Hugh Chatham) resubmitted their claims and are now complaint with GS 153A-225.2, regarding the inmate medical charges. The charges originally totaled $4583.42 once resubmitted now total $1769.08

Inmate #1: DOS 9/16/18: Charge $1412.95 Medicaid Rate $242.38 Amount billed $484.76
Inmate #2: DOS 6/03/19: Charge $3170.47 Medicaid Rate $655.66 Amount billed $1311.32
Inmate #3: was not in Yadkin County custody at the time of service.

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

Funds will be paid from current year funds (1054320-51520), there are sufficient funds available.

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

Make a motion to…

Approve payment of prior year invoices.
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Yadkin County Sheriff's Office / January 6, 2020 / Sheriff R. Oliver

Request:
To apply for the North Carolina Governors Crime Commission Grant for 2020. The GCC grant is an equipment grant for law enforcement.

Background: (Justification for request, please be specific)
This grant will assist the Yadkin County Sheriff's Office in acquiring dual band portable radios for the deputies. These radios will provide essential communication abilities with multiple agencies in and surrounding Yadkin County. The dual band function will provide VHF and Viper capabilities. One radio has an estimated cost of $3000.00.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount)
This grant will be awarded in the fall of 2020. The possible total amount of the grant is $24,500.00 which will allow the purchase of 8 radios. The grant is reimbursement based and the funding will impact the 2020-2021 fiscal year budget until reimbursement is received.

Motion: (Please type a recommended motion for Board consideration)
Make a motion to...
Allow the Yadkin County Sheriff's Office to pursue the North Carolina Governors Crime Commission 2020 Grant.
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Administration / Tanya Gentry

Request:
Appointment to the Joint Nursing Home and Adult Care Home Community Advisory Committee.

Background: (Justification for request, please be specific)
Linda Williams would like to serve on the Joint Nursing Home and Adult Care Home Community 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…
appoint Linda H. Williams to the Joint Nursing Home and Adult Care Home Community Advisory Committee.