YADKIN COUNTY BOARD OF COMMISSIONERS
NOTICE OF MEETING
Yadkin County Human Resources Building
217 East Willow Street, Yadkinville, NC 27055
Monday, January 24, 2022
Postponed from January 18, 2022 due to Inclement Weather
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>Invocation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>II.</td>
<td>7:00pm</td>
<td>Call to Order</td>
<td>Chairman Austin</td>
<td></td>
</tr>
<tr>
<td>III.</td>
<td>7:01pm</td>
<td>Pledge of Allegiance</td>
<td>Chairman Austin</td>
<td></td>
</tr>
<tr>
<td>IV.</td>
<td>7:05pm</td>
<td>Adjustments/Adoption of Agenda</td>
<td>The Board</td>
<td></td>
</tr>
<tr>
<td>V.</td>
<td>7:10pm</td>
<td>Public Comments</td>
<td></td>
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<td></td>
<td></td>
<td><strong>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.</strong></td>
<td></td>
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</tr>
<tr>
<td>VI.</td>
<td>7:15pm</td>
<td>Approval of Minutes:</td>
<td>The Board</td>
<td>4-6</td>
</tr>
<tr>
<td></td>
<td></td>
<td>January 3, 2022 – Regular Session</td>
<td></td>
<td>7-9</td>
</tr>
<tr>
<td></td>
<td></td>
<td>January 3, 2022 – Closed Session</td>
<td></td>
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</tr>
<tr>
<td>VII.</td>
<td>7:20pm</td>
<td>Reports/Requests of the Board:</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1) Sheriff’s Office Certificate Recognition.</td>
<td></td>
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</tr>
<tr>
<td>VIII.</td>
<td>7:25pm</td>
<td>Consent Agenda:</td>
<td></td>
<td>11-12</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1) Budget Amendments for:</td>
<td></td>
<td>13-15</td>
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<tr>
<td></td>
<td></td>
<td>a) Performance Pay Increases.</td>
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<td></td>
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<td>3) Approve Northwoods Contract.</td>
<td></td>
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</tr>
</tbody>
</table>
4) Approve Wanda Burger dba A Still Waters Lease Amendment.  
5) Approve WellCare of North Carolina Contract for Medicare/Medicaid Billing.

<table>
<thead>
<tr>
<th>IX.</th>
<th>7:30pm</th>
<th><strong>Public Hearing/Action to Set Public Hearing:</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td><strong>Special Note: Comments are limited to 15 minutes ‘for’ and 15 minutes ‘against’ any one issue with an additional 15 minutes for administrative discussion.</strong></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>1) Public Hearing to Consider Rezoning PIN# 5859953372 from RA to RR.</td>
<td>Seth Harris  105-109</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2) Public Hearing to Consider Rezoning PIN# 580700592186 from HB to RA.</td>
<td>Seth Harris  110-117</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>X.</th>
<th>7:50pm</th>
<th><strong>Board Action:</strong></th>
<th>County Manager, Lisa Hughes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1) Consider Rezoning PIN# 5859953372 from RA to RR.</td>
<td>118-119</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2) Consider Rezoning PIN# 580700592186 from HB to RA.</td>
<td>120-121</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3) Approve Budget Amendment for Viral Hepatitis Prevention Program Funding and the Creation of a Public Health Educator Position.</td>
<td>122-132</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4) Reclassify Payroll/Finance Technician to Payroll Specialist.</td>
<td>133-134</td>
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<td></td>
<td></td>
<td>5) Create Finance Technician Position.</td>
<td>135-136</td>
</tr>
<tr>
<td></td>
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<td>6) Approve Appropriation of Funds for Building Capital Expenditures.</td>
<td>137-138</td>
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<tr>
<td></td>
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<td>7) Approve CW Electric Company Contract for Electrical Work.</td>
<td>139-148</td>
</tr>
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<td></td>
<td></td>
<td>8) Approve Davie Glass Services Contract for Window Replacement Services.</td>
<td>149-161</td>
</tr>
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<td></td>
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<td>9) Approve Callaway Industrial Contract for Demolition and Cleaning Services.</td>
<td>162-173</td>
</tr>
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<td>10) Approve Dorsett Heating &amp; Air Conditioning Contract for HVAC Services.</td>
<td>174-183</td>
</tr>
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<td></td>
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<td>11) Approve EME Industrial Services Contract for Asbestos Removal Services.</td>
<td>184-193</td>
</tr>
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<td></td>
<td></td>
<td>12) Approve Thomas Carpets Contract for Flooring Services.</td>
<td>194-203</td>
</tr>
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<td></td>
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<td>13) Approve Todd Brothers Plumbing Contract for Plumbing Services.</td>
<td>204-215</td>
</tr>
<tr>
<td></td>
<td></td>
<td>14) Approve W Brown Construction Contract for Construction Services at Old AOA Building.</td>
<td>216-225</td>
</tr>
<tr>
<td></td>
<td></td>
<td>15) Approve W Brown Construction Contract for Construction Services at Old Cooperative Extension Building.</td>
<td>226-235</td>
</tr>
<tr>
<td>Time</td>
<td>Section</td>
<td>Content</td>
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<td>----------------------------------------------------------------------------------------------</td>
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<tr>
<td>9:10pm</td>
<td>XI.</td>
<td><strong>Calendar Notes:</strong></td>
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<tr>
<td></td>
<td></td>
<td>1) January 26, 2022 – Budget Retreat at 6:00pm at the Moose Lodge.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2) January 31, 2022 – Joint Meeting with the Board of Education in the Yadkin County Agricultural &amp; Educational Building. The meal will be served at 5:30pm and the meeting will start at 6:00pm.</td>
<td></td>
</tr>
<tr>
<td>9:15pm</td>
<td>XII.</td>
<td><strong>Manager's Reports / Board Action:</strong></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>1) None.</td>
<td></td>
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<tr>
<td>9:15pm</td>
<td>XIII.</td>
<td><strong>Managers Budget Amendments &amp; Contracts / No Action Required:</strong></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>1) Solid Waste Funds Transfer ($500).</td>
<td></td>
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<tr>
<td>9:20pm</td>
<td>XIV.</td>
<td><strong>Board Vacancies/Appointments:</strong></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>1) There are Three Vacancies on the Joint Nursing Home Adult Care Home Committee.</td>
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<td>2) There is a Vacancy on the Board of Adjustment.</td>
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<td></td>
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<td>3) Reappoint Town of Yadkinville ETJ Members.</td>
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<td></td>
<td></td>
<td>4) Appointments to Joint Community Child Protection Team/Child Fatality Prevention Team.</td>
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<td></td>
<td>5) Reappointments to Human Services Advisory Committee.</td>
<td></td>
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<tr>
<td>9:35pm</td>
<td>XV.</td>
<td><strong>Commissioner Comments</strong></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>The Board</td>
<td></td>
</tr>
<tr>
<td>9:40pm</td>
<td>XVI.</td>
<td><strong>Recess</strong></td>
<td></td>
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<td></td>
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<td><em>(Time may vary at discretion of Chairman Austin)</em></td>
<td></td>
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<td></td>
<td></td>
<td><strong>CLOSED SESSION</strong></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Pursuant to NCGS 143-318.11(a)(1)(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.</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td><strong>Adjournment</strong></td>
<td></td>
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<tr>
<td></td>
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<td><em>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.</em></td>
<td></td>
</tr>
</tbody>
</table>
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Sheriff's Office

Request:

Sheriff's Office Recognition.

Background: (Justification for request, please be specific)

The Sheriff will present an Advanced Certificate to one of his Officers.

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

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

Make a motion to…

No motion needed.
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Administration / January 12, 2022 / Lisa L. Hughes

Request:
Approve the submitted budget amendment

Background: (Justification for request, please be specific)
The FY2022 Budget included a 1.5% increase for performance pay that was budgeted in each department for employees. The Department Directors determine how that dollar amount is going to be distributed to employees based upon their performance. Due to smaller sized departments and restricting the performance increases to that dollar amount, all of the Department Directors performance increases are budgeted together in a Non-Departmental Performance Increases line item. This budget amendment uses those budgeted funds and transfers them to the respective departments that needed them. If a department had sufficient funds available to cover the Department Director's increase, funds were not transferred to that department.

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 funds are already budgeted in the FY2022 budget.

Motion: (Please type a recommended motion for Board consideration)
Make a motion to...
approve the performance increase 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.

**DEPARTMENT:** Administration  
**DEPARTMENT HEAD SIGNATURE:** [Signature]

**DATE:** 1/7/2022

<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>Non-Departmental Performance</td>
<td>1059000-51025</td>
<td>15,000</td>
<td>(12,924)</td>
<td>2,076</td>
</tr>
<tr>
<td>Public Buildings Salary</td>
<td>1054260-51010</td>
<td>209,700</td>
<td>711</td>
<td>210,411</td>
</tr>
<tr>
<td>Public Buildings FICA</td>
<td>1054260-51300</td>
<td>13,080</td>
<td>44</td>
<td>13,124</td>
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<tr>
<td>Public Buildings Medicare</td>
<td>1054260-51310</td>
<td>3,060</td>
<td>10</td>
<td>3,070</td>
</tr>
<tr>
<td>Public Buildings Retirement</td>
<td>1054260-51330</td>
<td>24,245</td>
<td>81</td>
<td>24,326</td>
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<tr>
<td>Soil and Water Salary</td>
<td>1054960-51010</td>
<td>142,245</td>
<td>1,103</td>
<td>143,348</td>
</tr>
<tr>
<td>Soil and Water FICA</td>
<td>1054960-51300</td>
<td>8,865</td>
<td>68</td>
<td>8,933</td>
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<tr>
<td>Soil and Water Medicare</td>
<td>1054960-51310</td>
<td>2,075</td>
<td>16</td>
<td>2,091</td>
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<td>Soil and Water Retirement</td>
<td>1054960-51330</td>
<td>16,525</td>
<td>126</td>
<td>16,651</td>
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<tr>
<td>Register of Deeds Salary</td>
<td>1054180-51010</td>
<td>159,485</td>
<td>823</td>
<td>160,308</td>
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<tr>
<td>Register of Deeds FICA</td>
<td>1054180-51300</td>
<td>10,115</td>
<td>51</td>
<td>10,166</td>
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<td>Register of Deeds Medicare</td>
<td>1054180-51310</td>
<td>2,365</td>
<td>12</td>
<td>2,377</td>
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<td>Register of Deeds Retirement</td>
<td>1054180-51330</td>
<td>16,885</td>
<td>94</td>
<td>16,979</td>
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<tr>
<td>County Manager Salary</td>
<td>1054120-51010</td>
<td>365,755</td>
<td>5,997</td>
<td>371,752</td>
</tr>
<tr>
<td>County Manager FICA</td>
<td>1054120-51300</td>
<td>22,730</td>
<td>372</td>
<td>23,102</td>
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<tr>
<td>County Manager Medicare</td>
<td>1054120-51310</td>
<td>5,315</td>
<td>87</td>
<td>5,402</td>
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<tr>
<td>County Manager Retirement</td>
<td>1054120-51330</td>
<td>42,285</td>
<td>685</td>
<td>42,970</td>
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<tr>
<td>Animal Shelter Salary</td>
<td>1054380-51010</td>
<td>125,470</td>
<td>564</td>
<td>126,034</td>
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<td>Animal Shelter FICA</td>
<td>1054380-51300</td>
<td>9,570</td>
<td>35</td>
<td>9,605</td>
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<tr>
<td>Animal Shelter Medicare</td>
<td>1054380-51310</td>
<td>2,240</td>
<td>8</td>
<td>2,248</td>
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<tr>
<td>Animal Shelter Retirement</td>
<td>1054380-51330</td>
<td>14,880</td>
<td>64</td>
<td>14,944</td>
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<tr>
<td>Veterans Salary</td>
<td>1055820-51010</td>
<td>40,330</td>
<td>695</td>
<td>41,025</td>
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<td>Veterans FICA</td>
<td>1055820-51300</td>
<td>2,505</td>
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<td>2,548</td>
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<td>Veterans Medicare</td>
<td>1055820-51310</td>
<td>585</td>
<td>10</td>
<td>595</td>
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<tr>
<td>Veterans Retirement</td>
<td>1055820-51330</td>
<td>4,665</td>
<td>79</td>
<td>4,744</td>
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<td>Building Inspections Salary</td>
<td>1054350-51010</td>
<td>278,770</td>
<td>962</td>
<td>279,732</td>
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<td>Building Inspections FICA</td>
<td>1054350-51300</td>
<td>17,520</td>
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<td>17,580</td>
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<td>Building Inspections Medicare</td>
<td>1054350-51310</td>
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<td>4,114</td>
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<td>Building Inspections Retirement</td>
<td>1054350-51330</td>
<td>32,665</td>
<td>110</td>
<td>32,775</td>
</tr>
</tbody>
</table>

**EXPLANATION:** Performance Increases

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/01-06-2022/Clayton Campbell

Request:
To approve tax adjustments and refunds for the month of December 2021

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 2021-2022 budget year that are adjusted will reduce the amount of tax revenue for the 2021-2022 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 2021-2022 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 2021.
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Yadkin County / 01/10/2022 Trish Belton

Request:
This request is for the Yadkin County Board of County Commissioners to approve the contract renewal with Northwoods for the purpose of providing Compass software support to Yadkin County Human Services.

Background: (Justification for request, please be specific)
Compass is used for workers that see clients to schedule appointments for clients, to let workers know when clients have arrived to see them, notify workers that a client has arrived without an appointment, to let supervisors know the status of his/her personnel (ie. in and available, at lunch, away or off) and to store documents and files for benefits and services for Human Services. Northwoods will provide Compass Pilot and Appointments software support to Yadkin County Human Services including capture station support, connect for data migration support, forms center manager support, documents support, people support, tasks support, connect for print streams support and connect for laser fiche support.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount)
105530051700 $13099.30

This contract is a four month contract (March-June 2022); so that future contracts begin with the fiscal year (July 1).

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

Motion for the Board of County Commissioners to approve the contract renewal with Northwoods and authorize the County Manager to sign the contract.
YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

DATE: 12/16/2021

SECTION 1

DEPARTMENT: Yadkin County HSA  BUDGET CODE: 10553005-51700

VENDOR NAME: Northwoods  POC: Erin Duffy  PHONE: 419-302-6913

VENDOR MAIL ADDRESS: 5200 Rings Rd

TOWN, STATE AND ZIP: Dublin, OH 43017  VENDOR ID: 12298

CONTRACT TERM: 4mos (# of years) CONTRACT AMOUNT: $13,099.30  MUNIS CONTRACT NO:

NEW CONTRACT  X  CONTRACT RENEWAL  AMENDMENT TO CONTRACT

DETAILS or QUESTIONS: Northwoods is Compass Software Support for DSS. This contract is from March 1, 2022 through June 30, 2022. To get it in line with our other County Contracts, that start July 1.

Department Head Signature  12/17/2021

SECTION 2 - COUNTY MANAGER REVIEW

Manager Completes

County Manager's Signature  12/22/2021

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

CLERK COMPLETES

LEGAL TASK ORDER #: 1602  TITLE: Northwoods

CLERK TO THE BOARD Signature  12/22/2021

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  12/22/2021

II. INSURANCE

Certificate attached and approved

Insurance Consultant Signature  12/28/2021

III. INFORMATION TECHNOLOGY

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

IT DIRECTOR SIGNATURE  1/4/2022

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.

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

FINANCE OFFICER SIGNATURE  1/4/2022

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
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Administration- 1/5/2022 - Drew Hinkle

Request:
Approve lease amendment for Wanda Burger, A Still Waters

Background: (Justification for request, please be specific)
Wanda Burger, A Still Waters, currently leases a space at 624 W Main St, Yadkinville NC 27055. She wishes to continue leasing the space. This lease amendment extends the agreement until December 31, 2022.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount)
Revenue from the lease agreement would total $6,060 over the term of the amendment.

Motion: (Please type a recommended motion for Board consideration)
Make a motion to...
Approve the lease amendment with Wanda Burger, A Still Waters and authorize the County Manager to sign the lease amendment.
**YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM**

**SECTION 1**

**DEPARTMENT:** Administration  
**BUDGET CODE:** Hospital Revenue

**VENDOR NAME:** Wanda Burger, dba A Still Waters  
**PHONE:** 3367235218

**VENDOR MAIL ADDRESS:** 624 W Main St, 3400

**TOWN, STATE AND ZIP:** Yadkinville NC 27055  
**VENDOR ID:** n/a

**CONTRACT TERM:** 1  
**CONTRACT AMOUNT:** $6060.00  
**MUNIS CONTRACT NO:**

**NEW CONTRACT**  
**CONTRACT RENEWAL**  
**AMENDMENT TO CONTRACT**

**DEPARTMENT COMPLETES**

**DETAILS or QUESTIONS:** extension of lease at medical campus

**DEPARTMENT HEAD SIGNATURE**

**DEPARTMENT COMPLETES**

**SECTION 2 - COUNTY MANAGER REVIEW**

**MANAGER COMPLETES**

**COUNTY MANAGER'S SIGNATURE**

**DEPARTMENT COMPLETES**

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

**CLERK COMPLETES**

**LEGAL TASK ORDER #:** 1605  
**TITLE:** Wanda Burger - A Still Waters  
**Clerk to the Board Signature**

**DEPARTMENT 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:** 1/11/2022

**II. INSURANCE**

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

**INSURANCE CONSULTANT SIGNATURE:**  
**DATE:** 1/13/2022

**III. INFORMATION TECHNOLOGY**

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

**IT DIRECTOR SIGNATURE:**  
**DATE:** 1/13/2022

**IV. FINANCE OFFICER**

**X** 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:** Revenue only

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

**FINANCE OFFICER SIGNATURE:**  
**DATE:** 1/13/2022

**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:**
COUNTY OF YADKIN  
STATE OF NORTH CAROLINA  

AMENDMENT TO LEASE AGREEMENT

THIS Amendment is made and entered into this the ___ day of ___▫__, 2022 ("Effective Date") between the County of Yadkin, North Carolina ("COUNTY") and Wanda Burger, LPC, LCAS dba A Still Waters ("Tenant").

WHEREAS, the County and the Tenant entered into a Lease Agreement on the 16th day of December, 2018, under which the Tenant agreed to lease 738 square feet of space as set out in said Lease Agreement and located within the building know as Yadkin Hospital; and

WHEREAS, the County and Tenant wish to extend the term of the original Lease Agreement to December 31, 2022; and

WHEREAS, all other terms and conditions set forth in the original Lease Agreement shall remain in effect for the duration of the contract.

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

THE COUNTY  
By: ____________________________ (seal)  
Name: ____________________________  
Title: ____________________________

THE TENANT  
By: ____________________________ (seal)  
Name: ____________________________  
Title: ____________________________

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

____________________________________  Finance Officer

27
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Emergency Services / 1/4/2022 / Keith Vestal

Request:
The approval of WellCare of North Carolina Contract for Medicare/Medicaid

Background: (Justification for request, please be specific)
Over the years there have been many changes in the billing and collections of Medicare and Medicaid. Recently there have been additional changes and our billing service EMS/MC has advised us to contract with WellCare of North Carolina so that we will be considered in network and it will aid us in increased revenues.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount)
Our revenues for Medicare and Medicaid are projected in each years budget. This will increase our revenues and will not effect expenditures.

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

To approve the contract with WellCare of North Carolina and allow the County Manager to sign it.
YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

SECTION 1

DEPARTMENT: Emergency Services  BUDGET CODE: 1044330-42300

VENDOR NAME: WellCare of NC  POC: Brandie McDuffie  PHONE: 8138656503

VENDOR MAIL ADDRESS: brandienicole.mcduffie@wellcare.com

TOWN, STATE AND ZIP: n/a  VENDOR ID: n/a

CONTRACT TERM: Open (# of years)  CONTRACT AMOUNT: $ Open  MUNIS CONTRACT NO:

X  NEW CONTRACT  CONTRACT RENEWAL  AMENDMENT TO CONTRACT

DETAILS or QUESTIONS:
This is a contract for collections of Medicare and Medicaid

Department Head Signature  DocSigned by:  1/4/2022

SECTION 2 - COUNTY MANAGER REVIEW

MANAGER COMPLETES

County Manager's Signature  DocSigned by:  1/4/2022

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

CLERK COMPLETES

LEGAL TASK ORDER #: 1603  DocSigned by:  1/11/2022

TITLE: WellCare

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:  DocSigned by:  1/11/2022

II. INSURANCE

No Insurance Required  X Certificate attached and Approved  Hold contract pending receipt of certificate of insurance  Gov agency.

INSURANCE CONSULTANT SIGNATURE:  DocSigned by:  1/13/2022

III. INFORMATION TECHNOLOGY

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

IT DIRECTOR SIGNATURE:  DocSigned by:  1/13/2022

IV. FINANCE OFFICER

X 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: Revenue only

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

FINANCE OFFICER SIGNATURE:  DocSigned by:  1/13/2022

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
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Central Permitting / 12/29/2021 / Seth Harris

Request:
Public hearing for the rezoning of a parcel located on Araby Lane, being all of PIN# 5859953372, from RA (Rural Agricultural) to RR (Restricted Residential).

Background: (Justification for request, please be specific)
On November 19, 2021 JM Electric, Inc. submitted an application for rezoning PIN# 5859953372, from RA (Rural Agricultural) to RR (Restricted Residential).

This parcel is located in a Rural Agricultural Area of Yadkin County as described in the 2011 Yadkin County Land Use Plan. The Planning Board met on Monday December 13, 2021 and voted to approve the request by a 5-0 vote.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount)
No budgetary effect.

Motion: (Please type a recommended motion for Board consideration)
Make a motion to…
NA.
December 13, 2021

YADKIN COUNTY PLANNING BOARD

Statement of Zoning Consistency and Reasonableness pursuant to G.S. 160D-604(d)

Re: Proposed Rezoning of 36.12 acres, Parcel Identification Number (PIN) #5859953372, located on Araby Lane, from the RA (Rural Agricultural) zoning district to the RR (Restricted Residential) zoning district.

In addressing the application for rezoning, the board took into consideration the size of the parcel in question and the current use of neighboring parcels. It was determined the proposed zoning district is compatible with surrounding uses.

The Board determined that the parcel was located within Rural Agricultural Area as shown on the 2011 Yadkin County Land Use Plan. Therefore it was determined the request was consistent with the Land Use Plan.

We, the Planning Board, therefore consider the proposed rezoning to be compatible with surrounding land uses, in the public interest, and consistent with the Yadkin County Land Use Plan of 2011.

Signed: 

[Signature]
Chairman, Yadkin County Planning Board
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Central Permitting / 12/29/2021 / Seth Harris

Request:
Public hearing for the rezoning of a parcel located on US 601 Hwy, being a portion of PIN# 580700592186 from HB (Highway Business) to RA (Rural Agricultural).

Background: (Justification for request, please be specific)
On November 19, 2021, Michael & Melissa Halsey submitted an application for rezoning a portion of PIN# 580700592186 from HB (Highway Business) to RA (Rural Agricultural).

This parcel is located in a Secondary Growth Area of Yadkin County as described in the 2011 Yadkin County Land Use Plan. The Planning Board met on Monday December 13, 2021 and voted to approve the request by a 5-0 vote.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount)
No budgetary effect.

Motion: (Please type a recommended motion for Board consideration)
Make a motion to…
NA.
Rezoning Case 21-8: Halsey - Hwy 601

Cranfill
RA
Hess
Cranfill
HB (Highway Business)
Cranfill
Folkes
Cranfill
RA (Rural Agricultural)
Holcombe Creosote, INC
Dobbins
Rece
Yadkinville ETA

Subject Property
Rezoning Case 21-8: Halsey - Hwy 601

Subject Property
Rezoning Case 21-8: Halsey - Hwy 601

Subject Property
Rezoning Case 21-8: Halsey - Hwy 601

Public Agenda
December 13, 2021

YADKIN COUNTY PLANNING BOARD

Statement of Zoning Consistency and Reasonableness pursuant to G.S. 160D-604(d)

Re: Proposed Rezoning of 7.409 acres, a portion of Parcel Identification Number (PIN) #580700592186, located on US 601 Highway, from the HB (Highway Business) zoning district to the RA (Rural Agricultural) zoning district.

In addressing the application for rezoning, the board took into consideration the size of the parcel in question and the current use of neighboring parcels. It was determined the proposed zoning district is compatible with surrounding uses.

The Board determined that the parcel was located within a Secondary Growth Area as shown on the 2011 Yadkin County Land Use Plan. Therefore it was determined the request was consistent with the Land Use Plan.

We, the Planning Board, therefore consider the proposed rezoning to be compatible with surrounding land uses, in the public interest, and consistent with the Yadkin County Land Use Plan of 2011.

Signed: [Signature]
Chairman, Yadkin County Planning Board
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Central Permitting / 12/29/2021 / Seth Harris

Request:
To consider the rezoning of a parcel located on Araby Lane, being all of PIN# 5859953372, from RA (Rural Agricultural) to RR (Restricted Residential).

Background: (Justification for request, please be specific)
On November 19, 2021 JM Electric, Inc. submitted an application for rezoning PIN# 5859953372, from RA (Rural Agricultural) to RR (Restricted Residential).

This parcel is located in a Rural Agricultural Area of Yadkin County as described in the 2011 Yadkin County Land Use Plan. The Planning Board met on Monday December 13, 2021 and voted to approve the request by a 5-0 vote.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount)
No budgetary effect.

Motion: (Please type a recommended motion for Board consideration)
Make a motion to…
Approve the Statement of Consistency and Statement of Reasonableness and to approve Rezoning Case 21-07, PIN#5859953372, based on the above statements.
January 18, 2022

YADKIN COUNTY BOARD OF COUNTY COMMISSIONERS

Statement of Zoning Consistency and Reasonableness pursuant to N.C.G.S. 160D-605

Re: Proposed Rezoning of 36.12 acres, Parcel Identification Number (PIN) #5859953372, located on Araby Lane, from the RA (Rural Agricultural) zoning district to the RR (Restricted Residential) zoning district.

The Planning Board met on December 13th, 2021 and found the rezoning request to be consistent with the Yadkin County Land Use Plan and recommended approval of the request. In addressing the application for rezoning, the Board of County Commissioners took into consideration the Planning Board’s recommendation and the relevant parts of the Land Use Plan and the reasonableness of the request.

Statement of Consistency
We find the above referenced proposal for rezoning to be consistent with the development principles and guidelines of the 2011 Yadkin County Land Use Plan because it serves the purpose of offering more housing choices while limiting the proliferation of manufactured housing. If said proposal is found to be inconsistent with the adopted Land Use Plan, we understand approval of the zoning amendment shall also have the effect of amending the Future Land Use map.

Statement of Reasonableness
In addressing reasonableness, the Board took into consideration the size of the area, the benefits and detriments to nearby land owners and the neighborhood, relationship between current allowable development on the property and adjoining areas versus the development that would be allowable under the proposed amendment, why the action is in the public interest, and any changed conditions warranting the amendment.

We find the above referenced proposal to be reasonable and in the public interest because (i) it is located in a growing area of the county and in proximity to a secondary growth area as indicated in the Land Use Plan (ii) single family residential use is compatible with surrounding residential and agricultural uses.

Signed: Chairman, Yadkin County Board of Commissioners
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Central Permitting / 12/29/2021 / Seth Harris

Request:
To consider the rezoning of a parcel located on US 601 Hwy, being a portion of PIN# 580700592186 from HB (Highway Business) to RA (Rural Agricultural).

Background: (Justification for request, please be specific)
On November 19, 2021, Michael & Melissa Halsey submitted an application for rezoning a portion of PIN# 580700592186 from HB (Highway Business) to RA (Rural Agricultural).

This parcel is located in a Secondary Growth Area of Yadkin County as described in the 2011 Yadkin County Land Use Plan. The Planning Board met on Monday December 13, 2021 and voted to approve the request by a 5-0 vote.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years’ budgets and increase/decrease from last fiscal year's amount)
No budgetary effect.

Motion: (Please type a recommended motion for Board consideration)
Make a motion to...
Approve the Statement of Consistency and Statement of Reasonableness and to approve Rezoning Case #21-08, PIN#580700592186, based on the above statements.
January 18, 2022

YADKIN COUNTY BOARD OF COUNTY COMMISSIONERS

Statement of Zoning Consistency and Reasonableness pursuant to N.C.G.S. 160D-605

Re: Proposed Rezoning of 7.409 acres, a portion of Parcel Identification Number (PIN) #580700592186, located on US 601 Highway, from the HB (Highway Business) zoning district to the RA (Rural Agricultural) zoning district.

The Planning Board met on December 13th, 2021, found the rezoning request to be consistent with the Yadkin County Land Use Plan, and recommended approval of the request.

In addressing the application for rezoning, the Board of County Commissioners took into consideration the Planning Board’s recommendation, the relevant parts of the Land Use Plan, and the reasonableness of the request.

Statement of Consistency
We find the above referenced proposal for rezoning to be consistent with the development principles and guidelines of the 2011 Yadkin County Land Use Plan because it allows for less intense development with minimal public utility needs. If said proposal is found to be inconsistent with the adopted Land Use Plan, we understand approval of the zoning amendment shall also have the effect of amending the Future Land Use map.

Statement of Reasonableness
In addressing reasonableness, the Board took into consideration the size of the area, the benefits and detriments to nearby land owners and the neighborhood, relationship between current allowable development on the property and adjoining areas versus the development that would be allowable under the proposed amendment, why the action is in the public interest, and any changed conditions warranting the amendment.

We find the above referenced proposal to be reasonable and in the public interest because (i) it is located in a secondary growth area as indicated in the Land Use Plan which encourages mixed use development (ii) it is consistent with current surrounding land uses.

Signed: Chairman, Yadkin County Board of Commissioners
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Yadkin County Human Services Agency Medical Clinic / 01/07/2022 Trish Belton

Request:
This request is for the Yadkin County Board of County Commissioners to approve the acceptance of funds for AA 584 and the budget amendment associated with the funding.

Background: (Justification for request, please be specific)
The primary mission of the Communicable Disease Branch is to reduce morbidity and mortality resulting from Communicable Diseases. An estimated 3.5 to 5.3 million Americans are chronically infected with Hepatitis B or Hepatitis C. The NC Communicable Disease Branch seeks to provide HCV prevention messages through client education, test high-risk populations for viral Hepatitis, provide resources and informations to clients interested in pursuing medical care, prevent viral Hepatitis transmission, strengthen prevention capacity and infrastructure, and vaccinate high-risk populations against Hepatitis A/B. The AA584 supports hiring and maintenance of a Hepatitis C Bridge Counselor to support viral Hepatitis Activities.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years’ budgets and increase/decrease from last fiscal year's amount)
FY 22 $36080; we anticipate that FY 23 will be approximately $72160. Budget Amendment to appropriate the $36080 is attached.

Motion: (Please type a recommended motion for Board consideration)
Make a motion to...
approve the acceptance of Agreement Addendum 584 Viral Hepatitis Prevention Funds and its related budget amendment and to create a Public Health Educator to administer this program for the term of two years.
**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.

**DEPARTMENT:** HSA/Clinic  
**DEPARTMENT HEAD SIGNATURE:** Jessica O. Wall, MPH  
**DATE:** 1/7/2022

<table>
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<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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<td>Viral Hepatitis Prevention Social Security</td>
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</table>

**EXPLANATION:** New State Program for the Viral Hepatitis Prevention Program. Request to add funds to salary/fringe, travel/training and supplies/materials.

This instrument has been approved by the Board of Commissioners as requested.
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Finance Officer / 1/10/2022 / Lindsey Cearlock

Request:
To reclassify position #440004 Payroll/Finance Technician, grade 64 to a Payroll Specialist, grade 68.

Background: (Justification for request, please be specific)
Since 2018, when Finance starting completing payroll, we have had issues keeping people in this position, due to complexity of the position. In the re-classing of this position and raising the pay grade to a 68, we are hoping to gain an employee with the experience and education needed. We will be removing duties that do not pertain to payroll and adding more advanced payroll duties, that were previously being completed by the Finance Officer and Accountant.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount)
If position was hired at 20% above minimum, the fiscal impact would be $17,520 increase.

Motion: (Please type a recommended motion for Board consideration)
Make a motion to...
Add Payroll Specialist, pay grade 68 to the Classification and Pay Plan and reclassify position 440004 from a Payroll/Finance Technician, grade 64 to this Classification.
### Position # 440005

**Position Name:** Payroll Specialist  
**Department:** Finance

| Hiring Salary Range: $38,988-$58,482 | Pay Grade: 68, Fulltime, Non-Exempt |

**Work Schedule/Requirements:** Generally Monday-Friday from 8am to 5pm.

### Primary job function and duties:

Under general supervision, performs a variety of administrative duties in the Finance Department. Work involves administration, internal audit, and preparation of employee payroll records and related payments and withholdings. Employee is also responsible for preparing and submitting, reports, forms and invoices for payment, preparing and filing forms for proper payment of State and Federal payroll taxes, preparing various reports associated with payroll expenditures. Maintains payroll records, auditing time and attendance data in MUNIS. Works with Human Resources to verify salary changes, benefit deductions and effective dates.

Assist new employees with Employee Self Service, in application use and setting up new users.

Prepares monthly, quarterly and annual reports for submission to NC Department of Revenue and Internal Revenue Service.

Processes, audits and transmits to the employees and Federal and State agencies, W-2’s, 1095’s (ACA) and any other information or forms required by law.

Prepares reports detailing payroll expenditures, calculates and electronically transmits Federal and State payroll tax deposits, retirement contributions and 401K contributions.

Files and retrieves materials, creates payroll and withholding reconciliation reports for independent auditors.

**Supervised by:** Finance Officer

### Minimum Qualifications:

- Bachelor’s Degree in Accounting or Associate's Degree in Accounting or similar field with 1 year of experience, or an equivalent combination of education and experience.
- Proficiency with Microsoft Office products.
- Ability to prepare and analyze data and figures.
- Ability to conduct financial research.
- Ability to use independent thinking, good judgment and initiative.
- Strong communication skills.

### Preferred Qualifications:

- Three (3) years of payroll management experience.
- Tyler/MUNIS experience
- Local government finance experience

### Special Notes Concerning This Position:
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Finance Officer / 1/10/2022 / Lindsey Cearlock

Request:
To create a new position, Finance Technician, grade 64 in the Finance Department.

Background: (Justification for request, please be specific)
Over the last several years the duties of finance have grown exponentially, with the new reporting guidelines from GSAB, Department of Treasurer and the COVID reporting requirements.

The creation of this position will allow for the Finance Officer and Accountant to better focus on the accuracy of transactions, timeliness of reporting, etc.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount)
If position was hired at 20% above minimum, the annual fiscal impact would be $45,830 increase including benefits.

Motion: (Please type a recommended motion for Board consideration)
Make a motion to...
Add Finance Technician to the Classification and Pay Plan, pay grade 64 and create a new position with this Classification in Finance.
### Position # 440004
**Position Name:** Finance Technician  
**Department:** Finance

<table>
<thead>
<tr>
<th>Hiring Salary Range: $32,076-$39,042</th>
<th>Pay Grade: 64, Fulltime, Non-Exempt</th>
</tr>
</thead>
</table>

### Work Schedule/Requirements:
Generally Monday-Friday from 8am to 5pm.

### Primary job function and duties:
Provides fiscal review and support to County staff to ensure accuracy of transactions recorded in the general ledger. Assist with the daily, monthly and annual accounting activities, including cash receipts, reconciliations, procurement card processing, external audit preparation, preparing journal entries, invoice entry, etc. This position is also responsible for the water billing, posting payments and the maintaining accurate documentation. Other duties as assigned.

**Supervised by:** Accountant

### Minimum Qualifications:
- Associate’s Degree in Accounting or similar field with 6 months of experience, or an equivalent combination of education and experience.
- Proficiency with Microsoft Office products.
- Ability to prepare and analyze data and figures.
- Ability to conduct financial research.
- Ability to use independent thinking, good judgment and initiative.
- Strong communication skills.

### Preferred Qualifications:
- Experience working in Local Government Finance
- Experience working with Tyler/MUNIS Financial system.
- Technologically skilled

### Special Notes Concerning This Position:
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Finance - 01/07/2022 - Lindsey Cearlock

Request:
Approve to move funds from appropriated fund balance

Background: (Justification for request, please be specific)
At the end of fiscal year 2021, the Board of Commissioner's put $500,000 in a committed fund balance for County Capital use. Since then the need to renovate the former Cooperative Extension building and to fix the retaining wall at the former AOA Signs Building has become a priority need for the 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)
Increase appropriated fund balance by $500,000

Motion: (Please type a recommended motion for Board consideration)
Make a motion to…
Approve Budget Amendment as presented.
**BUDGET AMENDMENT FORM**

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

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

**DEPARTMENT:** Administration

**DEPARTMENT HEAD SIGNATURE:**

**DATE:** 01/07/2022

<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>
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</tbody>
</table>

**EXPLANATION:** Appropriating funds to complete renovation on the Old Cooperative Extension Building.

Reclassifying funds from Committed - County Capital

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

**Signature:**

Chairman
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Public Buildings / 1/7/2022 / Dwayne Stanley

Request:
Request to approve Contract with CW Electric for electrical upgrades to the old Co-op / Agricultural building.

Background: (Justification for request, please be specific)
The old Co-Op / Agricultural Building remodeling will require some walls, lighting and existing ceiling to be removed. This will require current wiring to be removed for demolition and reconnected after remodeling is complete. CW Electric will be installing new energy efficient LED lighting fixtures throughout the building.

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 Public Building Improvement Budget.

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

... approve the contract with CW Electric for electrical upgrades and authorize the County Manager to sign it.
### YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

**DEPARTMENT:** PUBLIC BUILDINGS  
**BUDGET CODE:** 1059000-56552

**VENDOR NAME:** CW ELECTRIC COMPANY INC  
**POC:** CLAY WINGLER  
**PHONE:** 336-679-3464

**VENDOR MAIL ADDRESS:** 118 WOODLYN DRIVE

**TOWN, STATE AND ZIP:** YADKINVILLE, NC 27055  
**VENDOR ID:** 43

**CONTRACT TERM:** 1  
**CONTRACT AMOUNT:** $51,580.00  
**MUNIS CONTRACT NO.:**

<table>
<thead>
<tr>
<th>X</th>
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<th>CONTRACT RENEWAL</th>
<th>AMENDMENT TO CONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

**DETAILS or QUESTIONS:**  
CW ELECTRIC CONTRACT FOR ELECTRICAL NEEDS AT THE OLD AG / CO-OP BUILDING

Department Head Signature  
[Signature]  
1/6/2022

### SECTION 2 - COUNTY MANAGER REVIEW

**MANAGER COMPLETES**

<table>
<thead>
<tr>
<th>County Manager’s Signature</th>
</tr>
</thead>
</table>
| [Signature]  
1/6/2022 |

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

**CLERK COMPLETES**  

| LEGAL TASK ORDER #: | 1607  
<table>
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</tr>
</thead>
<tbody>
<tr>
<td>TITLE: CW Electric</td>
</tr>
</tbody>
</table>

[Signature]  
1/6/2022

### 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]  
1/6/2022

#### II. INSURANCE

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

**INSURANCE CONSULTANT SIGNATURE:**  
[Signature]  
1/7/2022

#### III. INFORMATION TECHNOLOGY

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

**IT DIRECTOR SIGNATURE:**  
[Signature]  
1/7/2022

#### 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:**  
[Signature]  
1/7/2022

#### 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:**  

---

Yadkin County RE Contract Control Form (rev: 10/20/15)  
140
YADKIN COUNTY
NORTH CAROLINA

AGREEMENT FOR SERVICES
(Munis Contract Number) __________

This Agreement is made and entered into this 6th day of JANUARY, 2022 ("Effective Date") between Yadkin County, North Carolina ("County") and CW ELECTRIC COMPANY 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.

   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 set out 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____.

   X 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 10 of this Agreement.

3. **Payment to the Provider.**

   The County shall pay the Provider $___________ every ________________.

   X The County shall pay the Provider a total not to exceed the amount of $51,580.00 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.

   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.*

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. **Uniform Guidance.** If the source of this contract is federal funds, the following
federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as
applicable):

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

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.
15. **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.

16. **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.

17. **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.

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

   **THE COUNTY**

   **YADKIN COUNTY**
   PO BOX 220
   YADKINVILLE NC 27055
   DWAYNE STANLEY
   336-341-0528

   **THE PROVIDER**

   ______________________________

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

20. **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.

21. **Signatures.** All parties to this Agreement agree that a digital or electronic signature is acceptable in lieu of an original handwritten ink signature and shall be valid and legally binding in accordance with the provisions of North Carolina General Statutes 66-58.1, et seq.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.
THE COUNTY
BY: ____________________________
Name: __________________________
Title: ____________________________

THE PROVIDER
BY: ____________________________
Name: Clay Wingler
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
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Public Buildings /1/7/2022/ Dwayne Stanley

Request:
Request to approve Contract with Davie Glass Services to replace the single pane glass windows in the old Co-Op / Agricultural Building with new double pane insulated aluminum windows.

Background: (Justification for request, please be specific)
The old Co-Op / Agricultural Building has single pane non insulated glass windows and needs to be upgraded to new energy efficient double pane insulated aluminum windows. This will save on energy with heating and cooling.

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 Public Building Improvement Budget.

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

... approve the contract with Davie Glass Services for window replacement and authorize the County Manager to sign it.
# YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

**DATE:** 1/6/22

## SECTION 1

**DEPARTMENT:** PUBLIC BUILDINGS  
**BUDGET CODE:** 1059000-56552

**VENDOR NAME:** DAVIE GLASS SERVICES  
**POC:** JENNIFER HERRERA  
**PHONE:** 336-941-9901

**VENDOR MAIL ADDRESS:** 312 TURRENTINE CHURCH RD

**TOWN, STATE AND ZIP:** MOCKSVILLE, NC 27028  
**VENDOR ID:** 2229

**CONTRACT TERM:** 1  
**CONTRACT AMOUNT:** $33,195.00  
**MUNIS CONTRACT NO:**

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<tr>
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<th>DETAILS or QUESTIONS:</th>
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<td>X</td>
<td>DAVIE GLASS CONTRACT FOR WINDOW REPLACEMENT AT THE OLD AG COOP BUILDING</td>
<td></td>
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**Department Head Signature:**  
**Date:** 1/6/2022

## SECTION 2 - COUNTY MANAGER REVIEW

**MANAGER COMPLETES**

<table>
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<tr>
<th>MANAGER COMPLETES</th>
<th>County Manager’s Signature</th>
<th>MANAGER COMPLETES</th>
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<tbody>
<tr>
<td></td>
<td>Lisa Hughes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Date: 1/6/2022</td>
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</table>

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

**LEGAL TASK ORDER #:** 1608  
**TITLE:** Davie Glass

**CLERK COMPLETES**

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<th>CLERK COMPLETES</th>
<th>Decoded By:</th>
<th>CLERK TO THE BOARD Signature</th>
<th>CLERK COMPLETES</th>
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<tr>
<td></td>
<td>Tanya Menoy</td>
<td>Date: 1/7/2022</td>
<td></td>
</tr>
</tbody>
</table>

## 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:** Edward Paul  
**DATE:** 1/7/2022

### II. INSURANCE

- [ ] No Insurance Required  
- [X] Certificate attached and approved  
- [ ] Hold contract pending receipt of certificate of insurance

**INSURANCE CONSULTANT SIGNATURE:**  
**DATE:** 1/7/2022

### III. INFORMATION TECHNOLOGY

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

**IT DIRECTOR SIGNATURE:**  
**DATE:** 1/7/2022

### 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
- [X] 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:** 1/7/2022

### V. CLERK TO BOARD

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

**APPROVED BY THE BOC**  
**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 6TH day of JANUARY, 2022 (“Effective Date”) between Yadkin County, North Carolina (“County”) and DAVIE GLASS SERVICES (“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.

   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 set out 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___.

   X 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 10 of this Agreement.

3. **Payment to the Provider.**

   The County shall pay the Provider $__________ every ________________.

   X The County shall pay the Provider a total not to exceed the amount of $33,195.00 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.

   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.*

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. **Uniform Guidance.** If the source of this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):


8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.
15. **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.

16. **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.

17. **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.

18. **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>Davie Glass Services</td>
</tr>
<tr>
<td>PO Box 220</td>
<td>312 Turrentine Church Rd</td>
</tr>
<tr>
<td>Yadkinville, NC 27055</td>
<td>Mocksville, NC 27028</td>
</tr>
<tr>
<td>Dwayne Stanley</td>
<td>Jennifer Herrera</td>
</tr>
<tr>
<td>336-341-0528</td>
<td>336-941-9901 or 704-245-9376</td>
</tr>
</tbody>
</table>

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

20. **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.

21. **Signatures.** All parties to this Agreement agree that a digital or electronic signature is acceptable in lieu of an original handwritten ink signature and shall be valid and legally binding in accordance with the provisions of North Carolina General Statutes 66-58.1, et seq.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.
THE COUNTY
BY: ____________________________
Name: __________________________
Title: ____________________________

THE PROVIDER
BY: ____________________________
Name: Jennifer Herrera
Title: Owner

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

Yadkin County Finance Officer
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Public Buildings /1/7/2022/ Dwayne Stanley

Request:
Request to approve Contract with Callaway Industrial to demo and clean the old Zachary building office.

Background: (Justification for request, please be specific)
The old Zachary office had an infestation of bats and this issue has been resolved. Callaway Industrial is a company that is set up to come in and demo the ceilings, carpet, clean the walls and disinfect the building because of this issue.

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 Public Building Improvement Budget.

Motion: (Please type a recommended motion for Board consideration)
Make a motion to…
... approve the contract with Callaway Industrial for demo and cleaning services.
YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

SECTION 1

DEPARTMENT: PUBLIC BUILDINGS
BUDGET CODE: 1059000-56552

VENDOR NAME: CALLAWAY INDUSTRIAL
POC: WAYNE PARRIS
PHONE: 704-664-7022

VENDOR MAIL ADDRESS: 118 OVERHILL DR SUITE 105
TOWN, STATE AND ZIP: MOORESVILLE NC 28117

CONTRACT TERM: 1 (# of years)
CONTRACT AMOUNT: $34,000.00
MUNIS CONTRACT NO:

[ ] NEW CONTRACT
[ ] CONTRACT RENEWAL
[ ] AMENDMENT TO CONTRACT

DETAILS or QUESTIONS:
CALLAWAY CONTRACT TO DEMO OLD ZACHARY BUILDING

DEPARTMENT COMPLETES

Department Head Signature
Decoded by: Dwayne Stanley
1/7/2022

SECTION 2 - COUNTY MANAGER REVIEW

MANAGER COMPLETES

County Manager’s Signature
Decoded by: Lisa Hughes
1/7/2022

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

CLERK COMPLETES

LEGAL TASK ORDER #: 1606
TITLE: Callaway
Decoded by: Janya Henry
1/7/2022

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
Decoded by: Edward Powell
DATE: 1/7/2022

II. INSURANCE

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

INSURANCE CONSULTANT SIGNATURE
Decoded by: [Blank]
DATE: 1/7/2022

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

IT DIRECTOR SIGNATURE
Decoded by: Steven Koltz
DATE: 1/7/2022

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
Decoded by: Lindsey Ward
DATE: 1/7/2022

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 7th day of JANUARY, 2022 ("Effective Date") between Yadkin County, North Carolina ("County") and CALLAWAY INDUSTRIAL ("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.

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 set out 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____.

**X** 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 10 of this Agreement.

3. **Payment to the Provider.**

The County shall pay the Provider $___________ every ________________.

**X** The County shall pay the Provider a total not to exceed the amount of $34,000.00 for all Services performed under this Agreement. The Provider will invoice the County for Services as they are performed, but no more frequently than monthly.

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.*

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. **Uniform Guidance.** If the source of this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):


8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.
15. **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.

16. **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.

17. **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.

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

```
THE COUNTY

YADKIN COUNTY
PO BOX 220
YADKINVILLE NC 27055
DWAYNE STANLEY
336-341-0528

THE PROVIDER


```

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

20. **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.

21. **Signatures.** All parties to this Agreement agree that a digital or electronic signature is acceptable in lieu of an original handwritten ink signature and shall be valid and legally binding in accordance with the provisions of North Carolina General Statutes 66-58.1, et seq.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.
This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Yadkin County Finance Officer
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Public Buildings 1/11/2022/ Dwayne Stanley

Request:
Request to approve Contract with Dorsett Heating & Air Conditioning Inc for HVAC upgrades.

Background: (Justification for request, please be specific)
The old Co-op / Agricultural Building remodeling will require HVAC upgrades. Currently the building has a boiler in place that supplied heat through radiator heaters and limited air conditioners. Dorsett will install 4 gas pack package rooftop units and run new duct work through out the building supplying heat and air to all areas of the building.

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 Public Building Improvement Budget.

Motion: (Please type a recommended motion for Board consideration)
Make a motion to…
... approve the contract with Dorsett Heating & Air Conditioning for HVAC upgrades.
YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

DATE: 1/11/22

SECTION 1

DEPARTMENT: PUBLIC BUILDINGS
BUDGET CODE: 1059000-56552

VENDOR NAME: DORSETT HVAC
POC: JOHN WESTRA
PHONE: 336-679-2126

VENDOR MAIL ADDRESS: 248 SERVICE ROAD

TOWN, STATE AND ZIP: YADKINVILLE, NC 27055
VENDOR ID: 2109

CONTRACT TERM: 1 (# of years) CONTRACT AMOUNT: $81,000.00
MUNIS CONTRACT NO:

X NEW CONTRACT  CONTRACT RENEWAL  AMENDMENT TO CONTRACT

DETAILS or QUESTIONS:
DORSETT CONTRACT FOR NEW HVAC UPGRADES AT THE OLD CO-OP / AGRICULTURAL BUILDING.

DEPARTMENT COMPLETES

Department Head Signature → DocSigned by: Dwayne Stanley 1/11/2022

SECTION 2 - COUNTY MANAGER REVIEW

MANAGER COMPLETES

County Manager’s Signature → DocSigned by: Lisa Hughes 1/11/2022

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

CLERK COMPLETES

LEGAL TASK ORDER #: 1610
TITLE: Dorsett

DocSigned by: Tanya Hentry 1/11/2022

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 → DocSigned by: Edward Powell 1/11/2022

II. INSURANCE

X Certificate attached and approved

No Insurance Required

Hold contract pending receipt of certificate of insurance

INSURANCE CONSULTANT SIGNATURE: DocSigned by: LM Ireland 1/13/2022

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

IT DIRECTOR SIGNATURE: → DocSigned by: Steven Roddick 1/13/2022

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

X 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: → DocSigned by: Lindsay Lord 1/13/2022

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 11__ day of JANUARY__, 20__22 ("Effective Date") between Yadkin County, North Carolina ("County") and 

DORSETT HEATING & AIR CONDITIONING 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. .

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 set out 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___.

X 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 10 of this Agreement.

3. **Payment to the Provider.**

The County shall pay the Provider $___________ every __________________.

X The County shall pay the Provider a total not to exceed the amount of $81,000.00 for all Services performed under this Agreement. The Provider will invoice the County for Services as they are performed, but no more frequently than monthly.

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.*

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. **Uniform Guidance.** If the source of this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):


8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.
15. **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.

16. **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.

17. **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.

18. **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>___________________</td>
</tr>
<tr>
<td>PO BOX 220</td>
<td>___________________</td>
</tr>
<tr>
<td>YADKINVILLE NC 27055</td>
<td>___________________</td>
</tr>
<tr>
<td>DWAYNE STANLEY</td>
<td>___________________</td>
</tr>
<tr>
<td>336-341-0528</td>
<td>___________________</td>
</tr>
</tbody>
</table>

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

20. **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.

21. **Signatures.** All parties to this Agreement agree that a digital or electronic signature is acceptable in lieu of an original handwritten ink signature and shall be valid and legally binding in accordance with the provisions of North Carolina General Statutes 66-58.1, et seq.

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

BY: _______________________
Name: _______________________
Title: _______________________

THE PROVIDER

BY: _______________________
Name: John Westra
Title: President

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

Yadkin County Finance Officer
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Public Buildings /1/11/22/ Dwayne Stanley

Request:

Request to approve Contract with EME Industrial Services County Buildings for Asbestos removal.

Background: (Justification for request, please be specific)

The old Co-Op / Agricultural Building floors, ceiling texture and some pipe insulation has tested positive for asbestos and needs to be removed before construction can begin. EME will remove all asbestos materials from building.

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 Public Building Improvement Budget.

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

Make a motion to…

... approve the contract with EME Industrial Services for asbestos removal.
DEPARTMENT: PUBLIC BUILDINGS  
BUDGET CODE: 1059000-56552  
VENDOR NAME: EME INDUSTRIAL SERVICES  
POC: JAMES HAMM  
PHONE: 336-664-0003  
VENDOR MAIL ADDRESS: 8043 THORNDIKE ROAD  
TOWN, STATE AND ZIP: GREENSBORO NC 27409  
VENDOR ID: 1796  
CONTRACT TERM: 1 (# of years)  
CONTRACT AMOUNT: $49,338.00  
MUNIS CONTRACT NO:  

NEW CONTRACT  
CONTRACT RENEWAL  
AMENDMENT TO CONTRACT  

DETAILS or QUESTIONS:  
EME INDUSTRIAL CONTRACT TO REMOVE ASBESTOS FROM THE OLD COOP AGRICULTURAL BUILDING  

Department Head Signature  
1/11/2022  

SECTION 2 - COUNTY MANAGER REVIEW  

Manager Completes  

County Manager's Signature  
1/12/2022  

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

CLERK COMPLETES  

LEGAL TASK ORDER #: 1612  
TITLE: EME Industrial  

CLERK TO THE BOARD Signature  
1/12/2022  

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  
1/12/2022  

II. INSURANCE  
☐ No Insurance Required  
☒ Certificate attached and approved  
☐ Hold contract pending receipt of certificate of insurance  
INSURANCE CONSULTANT SIGNATURE:  
1/13/2022  

III. INFORMATION TECHNOLOGY  
This document has been reviewed and approved by the IT Director as to technical content.  
IT DIRECTOR SIGNATURE:  
1/13/2022  

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:  
1/13/2022  

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 11th day of JANUARY, 2022
("Effective Date") between Yadkin County, North Carolina ("County") and
EME INDUSTRIAL SERVICES LLC _____________________________ ("Provider").

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

1. **Services To Be Performed.** The Provider agrees to perform the services and
to provide the materials (all collectively called the “Services”) for the County as authorized by
the County Manager.

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 set out 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 10 of this
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 $493,338.00 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.

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.*

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. **Uniform Guidance.** If the source of this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):


8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.
15. **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.

16. **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.

17. **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.

18. **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></td>
</tr>
<tr>
<td>PO BOX 220</td>
<td></td>
</tr>
<tr>
<td>YADKINVILLE NC 27055</td>
<td></td>
</tr>
<tr>
<td>DWAYNE STANLEY</td>
<td></td>
</tr>
<tr>
<td>336-341-0528</td>
<td></td>
</tr>
</tbody>
</table>

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

20. **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.

21. **Signatures.** All parties to this Agreement agree that a digital or electronic signature is acceptable in lieu of an original handwritten ink signature and shall be valid and legally binding in accordance with the provisions of North Carolina General Statutes 66-58.1, et seq.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.
THE COUNTY
BY: ______________________
Name: ______________________
Title: ______________________

THE PROVIDER
BY: ______________________
Name: James Hamm
Title: President

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

Yadkin County Finance Officer
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Public Buildings 1/11/2022/ Dwayne Stanley

Request:

Request to approve Contract with Thomas Carpets Inc for new flooring install in Old Co-op / Agricultural Building.

Background: (Justification for request, please be specific)

The old Co-op / Agricultural Building floors will be removed for asbestos and new flooring will need to be installed throughout the building. Thomas Carpets will be installing carpet squares to cover the abated removed tiles.

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 Public Building Improvement Budget.

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

Make a motion to…

... approve the contract with Thomas Carpets Inc for new floor installation and authorize the County Manager to sign it, pending final review.
YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

SECTION 1

DEPARTMENT: PUBLIC BUILDINGS  BUDGET CODE: 1059000-56552

VENDOR NAME: THOMAS CARPETS INC  POC: BILLY THOMAS  PHONE: 336-679-6111

VENDOR MAIL ADDRESS: 1008 W MAIN STREET

TOWN, STATE AND ZIP: YADKINVILLE, NC 27055  VENDOR ID: 438

CONTRACT TERM: 1  (# of years)  CONTRACT AMOUNT: $40,796.19  MUNIS CONTRACT NO:

X NEW CONTRACT  CONTRACT RENEWAL  AMENDMENT TO CONTRACT

DETAILS or QUESTIONS:
THOMAS CARPETS CONTRACT FOR FLOORING REPLACEMENT AT THE OLD COOP AGRICULTURAL BUILDING

Department Head Signature  

1/13/2022

SECTION 2 - COUNTY MANAGER REVIEW

MANAGER COMPLETES

County Manager’s Signature  

1/13/2022

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

CLERK COMPLETES

LEGAL TASK ORDER #: 1615

TITLE: Thomas Carpets

1/13/2022

SECTION 4 - Contract Control Form

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

I. ATTORNEY

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

ATTORNEY SIGNATURE: _____________________________  DATE: _____________________________

II. INSURANCE

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

INSURANCE CONSULTANT SIGNATURE: _____________________________  DATE: _____________________________

III. INFORMATION TECHNOLOGY

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

IT DIRECTOR SIGNATURE: _____________________________  DATE: _____________________________

IV. FINANCE OFFICER

☐ 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 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 13th day of JANUARY, 2022 (“Effective Date”) between Yadkin County, North Carolina (“County”) and THOMAS CARPETS 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.

   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 set out 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____.

   X 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 10 of this Agreement.

3. **Payment to the Provider.**

   The County shall pay the Provider $____________ every ____________________.

   X The County shall pay the Provider a total not to exceed the amount of $40,796.19 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.

   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.*

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. **Uniform Guidance.** If the source of this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):


8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.
15. **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.

16. **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.

17. **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.

18. **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 THE PROVIDER

YADKIN COUNTY
PO BOX 220
YADKINVILLE NC 27055
DWAYNE STANLEY
336-341-0528


```

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

20. **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.

21. **Signatures.** All parties to this Agreement agree that a digital or electronic signature is acceptable in lieu of an original handwritten ink signature and shall be valid and legally binding in accordance with the provisions of North Carolina General Statutes 66-58.1, et seq.

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

BY: _______________________
Name: _______________________
Title: _______________________

THE PROVIDER

BY: _______________________
Name: Billy Thomas
Title: Owner

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

____________________________________
Yadkin County Finance Officer
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Public Buildings 1/11/2022/ Dwayne Stanley

Request:
Request to approve Contract with Todd Brothers Plumbing for plumbing upgrades in the Old Co-op / Agricultural Building.

Background:(Justification for request, please be specific)
The old Co-op / Agricultural Building remodeling will require upgrades in the existing bathrooms and a new bathroom will be added in front of building and new sewer line will need to be installed from building and tied into the Town’s sewer tap.

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 Public Building Improvement Budget.

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

... approve the contract with Todd Brothers Plumbing for Plumbing upgrades and authorize the County Manager to sign it, pending final review.
YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

DATE: 1/13/22

SECTION 1

DEPARTMENT: PUBLIC BUILDINGS  BUDGET CODE: 1059000-56552

VENDOR NAME: TODD BROTHERS PLUMBING  POC: DARREN TODD  PHONE: 336-961-8270

VENDOR MAIL ADDRESS: 2700 SHACKTOWN ROAD

TOWN, STATE AND ZIP: YADKINVILLE, NC 27055  VENDOR ID: 173

CONTRACT TERM: 1 (# of years)  CONTRACT AMOUNT: $18,733.64  MUNIS CONTRACT NO:

X NEW CONTRACT  CONTRACT RENEWAL  AMENDMENT TO CONTRACT

DEPARTMENT COMPLETES

DETAILS or QUESTIONS:

TODD BROTHERS CONTRACT FOR PLUMBING DEMO OF THE OLD COOP AGRICULTURAL BUILDING

Department Head Signature →

DocSigned by:  1/13/2022

SECTION 2 - COUNTY MANAGER REVIEW

MANAGER COMPLETES

County Manager's Signature →

DocSigned by:  1/13/2022

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

CLERK COMPLETES

LEGAL TASK ORDER #: 1614

DocSigned by:  1/13/2022

TITLE: Todd Brothers

CLERK TO THE BOARD 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:

II. INSURANCE

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

INSURANCE CONSULTANT SIGNATURE:  DATE:

III. INFORMATION TECHNOLOGY

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

IT DIRECTOR SIGNATURE:  DATE:

IV. FINANCE OFFICER

☐ 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 13 day of JANUARY, 2022 ("Effective Date") between Yadkin County, North Carolina ("County") and TODD BROTHERS PLUMBING ____________________________ ("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.

   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 set out 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__.  

   X 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 10 of this Agreement.

3. **Payment to the Provider.**

   The County shall pay the Provider $___________ every ____________________.

   X The County shall pay the Provider a total not to exceed the amount of $18,733.64 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.

   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.*

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, it 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. **Uniform Guidance.** If the source of this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):


8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.
15. **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.

16. **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.

17. **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.

18. **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>
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<tbody>
<tr>
<td><strong>YADKIN COUNTY</strong></td>
<td></td>
</tr>
<tr>
<td>PO BOX 220</td>
<td></td>
</tr>
<tr>
<td>YADKINVILLE NC 27055</td>
<td></td>
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<tr>
<td>DWAYNE STANLEY</td>
<td></td>
</tr>
<tr>
<td>336-341-0528</td>
<td></td>
</tr>
</tbody>
</table>

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

20. **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.

21. **Signatures.** All parties to this Agreement agree that a digital or electronic signature is acceptable in lieu of an original handwritten ink signature and shall be valid and legally binding in accordance with the provisions of North Carolina General Statutes 66-58.1, et seq.

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

BY: __________________________
Name: __________________________
Title: __________________________

THE PROVIDER

BY: __________________________
Name: Darren Todd
Title: Vice President

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

______________________________
Yadkin County Finance Officer
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Public Buildings 1/11/2022/ Dwayne Stanley

Request:

Request to approve Contract with W. Brown Construction for Construction services at the old AOA Building.

Background: (Justification for request, please be specific)

The retaining wall located on the lower level of the parking lot is leaning and in need of replacing with a new retaining wall. There are also no gutters in place on this building and during heavy rains, water runs into the lower level of the building. W Brown will build new retaining wall and install a gutter system to correct the water issue.

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 Public Building Improvement Budget.

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

Make a motion to...

... approve the contract with W Brown Construction.
**YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM**

**SECTION 1**

**DEPARTMENT:** PUBLIC BUILDING  
**BUDGET CODE:** 1059000-56552

**VENDOR NAME:** W. BROWN CONSTRUCTION  
**POC:** WILLIAM BROWN  
**PHONE:** 336-816-5262

**VENDOR MAIL ADDRESS:** 2353 LACE KNOLL ROAD

**TOWN, STATE AND ZIP:** EASTBEND NC 27018  
**VENDOR ID:** 12274

**CONTRACT TERM:** 1  
**CONTRACT AMOUNT:** $26,365.00  
**MUNIS CONTRACT NO:**

| DEPARTMENT COMPLETES | DETAILS or QUESTIONS:  
WILLIAM BROWN CONTRACT TO REPLACE RETAINING WALL AND INSTALL NEW GUTTERING AT THE OLD AOA BUILDING  
| DEPARTMENT COMPLETES |

**部**

**DEPARTMENT HEAD SIGNATURE:**  
**DATE:** 1/11/2022

**SECTION 2 - COUNTY MANAGER REVIEW**

**MANAGER COMPLETES**  
**COUNTY MANAGER’S SIGNATURE:**  
**DATE:** 1/11/2022

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

**CLERK COMPLETES**  
**LEGAL TASK ORDER #:** 1611  
**TITLE:** W. Brown  
**DATE:** 1/11/2022

**CLERK TO THE BOARD SIGNATURE:**  
**DATE:** 1/11/2022

**SECTION 4 - Contract Control Form**

**ROUTING ORDER**  
I. ATTORNEY  
This contract has been reviewed through the legal review process and approved by the Attorney.

**ATTORNEY SIGNATURE:**  
**DATE:** 1/11/2022

**II. INSURANCE**

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

**INSURANCE CONSULTANT SIGNATURE:**  
**DATE:** 1/13/2022

**III. INFORMATION TECHNOLOGY**

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

**IT DIRECTOR SIGNATURE:**  
**DATE:** 1/13/2022

**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.

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

**FINANCE OFFICER SIGNATURE:**  
**DATE:** 1/13/2022

**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  
NORTH CAROLINA

AGREEMENT FOR SERVICES  
(Munis Contract Number) ____________

This Agreement is made and entered into this 11th day of January, 2022 ("Effective Date") between Yadkin County, North Carolina ("County") and WILLIAM BROWN CONSTRUCTION LLC ("Provider").

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

1. **Services To Be Performed.** The Provider agrees to perform the services and to provide the materials (all collectively called the “Services”) for the County as authorized by the County Manager.

   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 set out 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 10 of this 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 $26,365.00 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.

   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.*

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. **Uniform Guidance**. If the source of this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

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

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.
15. **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.

16. **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.

17. **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.

18. **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:

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

20. **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.

21. **Signatures.** All parties to this Agreement agree that a digital or electronic signature is acceptable in lieu of an original handwritten ink signature and shall be valid and legally binding in accordance with the provisions of North Carolina General Statutes 66-58.1, et seq.

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

BY: ________________________
Name: ________________________
Title: ________________________

THE PROVIDER

BY: ________________________
Name: William Brown
Title: Owner

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

Lindsey Carlock
Yadkin County Finance Officer

222
Department / Date Submitted to Clerk / Submitted by:
Public Buildings 1/11/2022/ Dwayne Stanley

Request:
Request to approve Contract with W. Brown Construction for Construction services at the old Co-op / Agricultural Building.

Background: (Justification for request, please be specific)
The remodeling of the old Co-op / Agricultural will require the demo of certain walls and ceilings throughout the building. W Brown will then build walls back in areas as needed and install a new drop ceiling throughout the building. W Brown will also improve the exterior of the building by installing vinyl over all woodwork on exterior of building.

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 Public Building Improvement Budget.

Motion: (Please type a recommended motion for Board consideration)
Make a motion to...
... approve the contract with W Brown Construction and authorize the County Manager to sign it, pending final review.
YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

SECTION 1

DEPARTMENT: PUBLIC BUILDINGS  BUDGET CODE: 1059000-56552

VENDOR NAME: W BROWN CONSTRUCTION LLC  POC: WILLIAM BROWN  PHONE: 336-816-5652

VENDOR MAIL ADDRESS: 2353 LACE KNOLL ROAD

TOWN, STATE AND ZIP: EASTBEND, NC  27018  VENDOR ID: 12274

CONTRACT TERM: 1 (# of years)  CONTRACT AMOUNT: $92,500.00  MUNIS CONTRACT NO:

X NEW CONTRACT  CONTRACT RENEWAL  AMENDMENT TO CONTRACT

DETAILS or QUESTIONS:

WILLIAM BROWN CONTRACT FOR OLD COOP AGRICULTURAL BUILDING RENOVATION

Department Head Signature →

[Signature]

1/11/2022

SECTION 2 - COUNTY MANAGER REVIEW

MANAGER COMPLETES

County Manager’s Signature →

[Signature]

1/13/2022

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

LEGAL TASK ORDER #: 1613

TITLE: W Brown Construction

[Signature]

CLERK COMPLETES

[Signature]

1/13/2022

SECTION 4 - Contract Control Form

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

I. ATTORNEY

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

ATTORNEY SIGNATURE: ________________________ DATE: ________________________

II. INSURANCE

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

INSURANCE CONSULTANT SIGNATURE: ________________________ DATE: ________________________

III. INFORMATION TECHNOLOGY

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

IT DIRECTOR SIGNATURE: ________________________ DATE: ________________________

IV. FINANCE OFFICER

☐ 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

(Munis Contract Number) ____________

This Agreement is made and entered into this 11 day of January, 2022 ("Effective Date") between Yadkin County, North Carolina ("County") and W BROWN CONSTRUCTION LLC ____________________________ ("Provider").

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

1. **Services To Be Performed.** The Provider agrees to perform the services and to provide the materials (all collectively called the "Services") for the County as authorized by the County Manager.

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__.

X 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 10 of this Agreement.

3. **Payment to the Provider.**

The County shall pay the Provider $___________ every _________________.

X The County shall pay the Provider a total not to exceed the amount of $92,500.00 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.

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.

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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.

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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.
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9. **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.

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

20. **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.

21. **Signatures.** All parties to this Agreement agree that a digital or electronic signature is acceptable in lieu of an original handwritten ink signature and shall be valid and legally binding in accordance with the provisions of North Carolina General Statutes 66-58.1, et seq.

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

BY: ____________________________
Name: __________________________
Title: __________________________

THE PROVIDER

BY: ____________________________
Name: William Brown
Title: Owner

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

_______________________________
Yadkin County Finance Officer
Calendar
Notes:

1) January 26, 2022 – Budget Retreat at 6:00pm at the Moose Lodge.
2) January 31, 2022 – Joint Meeting with the Board of Education in the Yadkin County Agricultural & Educational Building. The meal will be served at 5:30pm and the meeting will start at 6:00pm.
Manager’s Reports / Board Action
Manager’s Budget Amendments

& Contracts

No Action Required
**County Manager Fund Transfers**

<table>
<thead>
<tr>
<th>Department</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solid Waste</td>
<td></td>
</tr>
<tr>
<td>Professional Services</td>
<td>(500) Transfer of funds needed for supplies.</td>
</tr>
<tr>
<td>Supplies</td>
<td>500</td>
</tr>
</tbody>
</table>
YADKIN COUNTY
AGENDA ABSTRACT

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

Request:
Reappoint ETJ Members for the Town of Yadkinville.

Background: (Justification for request, please be specific)
The Yadkin County Board of Commissioners appoints ETJ members to the Yadkinville, Boonville, and Jonesville Planning Boards and/or Boards of Adjustment.
The Town of Yadkinville has requested that R.J. Speaks and Tony Snow be reappointed to serve as ETJ Members on their Planning Board and Board of Adjustment.

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…
reappoint R.J. Speaks and Tony Snow to serve as ETJ members on the Town of Yadkinville’s Planning Board and Board of Adjustment.
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
HSA - 1/5/2022 for the 1/18/2022 meeting - Jessica Wall

Request:
To appoint Daniel Tucker, Yadkin County Emergency Services Operations Manager; Kim McDevitt, YCHSA Child Protective Services Supervisor; Adam Anderson, YCHSA DSS Attorney to the Yadkin County Community Child Protection Team (CCPT).

Background:(Justification for request, please be specific)
The Yadkin County CCPT does not currently have an EMS representative. Mrs. Kim Devitt and Mr. Adam Anderson have been regular guests of the team for the purpose of case staffing and fatality review. All persons can bring the knowledge and information from their respective agencies that can improve the teams knowledge and work. All are willing to serve. Per NCGS 7B-1407(c), due to Yadkin County reviewing all child deaths as the CCPT, we are asking for the additional members for review be added as well as the Board to utilize an additional two members per NCGS 7B-1407(d) within their authority.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount)
As these are committee appointments, there are no budgetary effects.

Motion:(Please type a recommended motion for Board consideration)
Make a motion to...
The Yadkin County Board of Commissioners make a motion to appoint Daniel Tucker, Kim McDevitt, and Adam Anderson to the Yadkin County CCPT to serve as the representative of their respective agencies.
YADKIN COUNTY
AGENDA ABSTRACT

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

Request:
Reappointments to Human Services Advisory Committee.

Background: (Justification for request, please be specific)
Human Services has requested that Dr. Lynn Allred, Shonda Smitherman, Dr. Mary Katherine Taylor, Jerry Ireland, and Dr. Alexander Snyder be reappointed.

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...
reappoint Dr. Lynn Allred, Shonda Smitherman, Dr. Mary Katherine Taylor, Jerry Ireland, and Dr. Alexander Snyder to serve a term that expires 06/30/2024.