YADKIN COUNTY BOARD OF COMMISSIONERS  
NOTICE OF MEETING  
Yadkin County Human Resources Building  
217 East Willow Street, Yadkinville, NC  27055  
Monday, February 21, 2022  
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>
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</thead>
<tbody>
<tr>
<td>I.</td>
<td></td>
<td>Invocation</td>
<td></td>
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</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>4-5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>January 31, 2022 – Joint Session</td>
<td></td>
<td>6-10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>February 7, 2022 – Regular Session</td>
<td></td>
<td>11-12</td>
</tr>
<tr>
<td></td>
<td></td>
<td>February 7, 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></td>
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<tr>
<td></td>
<td></td>
<td>1) None</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VIII.</td>
<td>7:20pm</td>
<td>Consent Agenda:</td>
<td></td>
<td>13-15</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1) Approve Tax Adjustments/Refunds for January 2022.</td>
<td></td>
<td>16-17</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2) Order Tax Collector to Advertise Unpaid Taxes &amp; Fees</td>
<td></td>
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</tr>
</tbody>
</table>
that are Liens on Real Property.
3) Approve USDA NRCS Contract Amendment to Increase Federal Funding Amount.
4) Approve Schnabel Engineering Contract for Environmental Survey Services.
6) Approve Hand Craft Services Contract for Linen Services for EMS.

<table>
<thead>
<tr>
<th>IX.</th>
<th>7:25pm</th>
<th>Public Hearing/Action to Set Public Hearing:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td><strong>Special Note:</strong> Comments are limited to 15 minutes ‘for’ and 15 minutes ‘against’ any one issue with an additional 15 minutes for administrative discussion.</td>
</tr>
<tr>
<td>1)</td>
<td>None.</td>
<td>County Manager, Lisa Hughes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>X.</th>
<th>7:25pm</th>
<th>Board Action:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td>Adopt Abandoned Cemeteries Awareness Month Resolution.</td>
<td>Andrew Mackie</td>
</tr>
<tr>
<td>2)</td>
<td>Select Watershed Rehabilitation Alternatives.</td>
<td>68-69</td>
</tr>
<tr>
<td>3)</td>
<td>Approve Contract for Legal Services to Purchase Property.</td>
<td>70-71</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>XI.</th>
<th>7:40pm</th>
<th>Calendar Notes:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td>April 15, 2022 – County Offices Closed for Good Friday.</td>
<td>81</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>XII.</th>
<th>7:45pm</th>
<th>Manager’s Reports / Board Action:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td>None.</td>
<td>County Manager, Lisa Hughes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>XIII.</th>
<th>7:45pm</th>
<th>Managers Budget Amendments &amp; Contracts / No Action Required:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td>EMS Funds Transfer ($1,457).</td>
<td>County Manager, Lisa Hughes</td>
</tr>
<tr>
<td>2)</td>
<td>Yadkin Concrete Finishing Contract for Services for Former Cooperative Extension Building.</td>
<td>83</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>XIV.</th>
<th>7:50pm</th>
<th>Board Vacancies/Appointments:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td>There are Three Vacancies on the Joint Nursing Home Adult Care Home Committee.</td>
<td>Clerk, Tanya Gentry</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>XV.</th>
<th>7:55pm</th>
<th>Commissioner Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Commissioner Welborn went first last time.)</td>
<td>The Board</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>XVI.</th>
<th>8:00pm</th>
<th>Recess</th>
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<tbody>
<tr>
<td></td>
<td>(Time may vary at discretion of Chairman Austin)</td>
<td></td>
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</tbody>
</table>
CLOSED SESSION
Pursuant to NCGS 143-318.1(l)(a)(3)(4)(5)(6) to discuss Personnel Matters and to Protect Personnel Information that is Confidential under NCGS 153A-98, and to discuss the potential Location or Expansion of Industries or other Businesses in the County, to Establish the County’s Negotiating Position for Acquiring Real Property and to Instruct the County Staff on that Position, and to have a Privileged Consultation with our County Attorney and Pursuant to NCGS 131E-97.3 to discuss Confidential Competitive Health Care Information.

XVII. Adjournment

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

Department / Date Submitted to Clerk / Submitted by:
Tax Department/ 02-11-2022/ Clayton Campbell

Request:
To approve tax adjustments and refunds for the month of January 2022

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 January 2022.
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Tax Department/ 02-11-2022/Clayton Campbell

Request:
To order the Tax Collector to advertise unpaid taxes and fees that are liens on real property.

Background: (Justification for request, please be specific)
G.S. 105-369 (a) Requires the Tax Collector to report to the Governing Board all unpaid taxes and fees for the current tax year. And to receive an order from the Governing Board to advertise these unpaid taxes and fees.

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 taxes and fees which are delinquent needs to be advertised in order to proceed against taxpayers for any and all collection remedies as given to the Tax Collector.

Motion: (Please type a recommended motion for Board consideration)
Make a motion to...
Recommended Motion: To order the Tax Collector to advertise unpaid taxes and fees for the tax year 2021-2022.
Advertisement of Tax Liens on Real Property for Failure to Pay Taxes.

105-369 (a):
Report of unpaid taxes and fees that are liens on real property. In February of each year, the tax collector must report to the governing body the total amount of unpaid taxes for the current fiscal year that are liens on real property. Upon receipt of the report, the governing body must order the tax collector to advertise the tax liens.

Amount of unpaid taxes that are liens on real estate as of January 31, 2022 for the fiscal year 2021-2022, $1,549,084.41. The amount of unpaid solid waste fee as of January 31, 2022 for the fiscal year 2021-2022, $87,300.27.

We, the Yadkin County Board of Commissioners do hereby order the tax collector to advertise all unpaid taxes and fees that are liens on real property.

This, the Twenty-First Day of February 2022.

__________________________
Mr. Kevin Austin, Chairman
Yadkin County Board of Commissioners

__________________________
Tanya Gentry
Clerk, to the Board of Commissioners
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Soil and Water/ 2/14/21 / Jason Walker

Request:
Request to increase the funding request from the USDA for the watershed assessments of Deep Creek structures #19A and #21 in order to cover the cost of the environmental mussel survey.

Background:(Justification for request, please be specific)
Yadkin County is in the process of completing dam assessments on watershed structures #19A and #21. We currently have a contract with Schnabel Engineering for completion of these assessments. The USDA Natural Resources Conservation Service is responsible for the specifications for this project as well as payment to Yadkin County for work completed. The USDA has requested that this Environmental survey be completed as part of these specifications. This survey will determine if endangered species are located within the assessment areas. This request for additional funds will increase the total agreement amount with USDA by $17,560.00 for a total project amount of $897,560.00

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount)
This request will increase the current funding from USDA in the amount of $17,560.00 in order to pay for the environmental mussel survey included in the watershed assessment on Deep Creek Watershed Structures #19A and #21.

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

....motion to approve the request for additional funding from USDA in the amount of $17,560.00.
**YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM**

**SECTION 1**

**DEPARTMENT:** Soil & Water Conservation  
**BUDGET CODE:** N/A

**VENDOR NAME:** USDA/NRCS  
**POC:** Mary Waligora  
**PHONE:** 919-873-2129

**VENDOR MAIL ADDRESS:** 4407 Bland Rd, Suite 117

**TOWN, STATE AND ZIP:** Raleigh, NC 27609  
**VENDOR ID:** N/A

**CONTRACT TERM:** 1 (# of years)  
**CONTRACT AMOUNT:** $897,560.00  
**MUNIS CONTRACT NO.:**

<table>
<thead>
<tr>
<th>NEW CONTRACT</th>
<th>CONTRACT RENEWAL</th>
<th>AMENDMENT TO CONTRACT</th>
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</table>

**DETAILS or QUESTIONS:**
Amendment to increase the federal funding for Deep Creek Watershed Rehabilitation - PL-566 Watershed Program - Increase of $17,560.00

**DEPARTMENT COMPLETES**

<table>
<thead>
<tr>
<th>Department Head Signature</th>
<th>2/14/2022</th>
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<td>DocSigned by:</td>
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**SECTION 2 - COUNTY MANAGER REVIEW**

**MANAGER COMPLETES**

<table>
<thead>
<tr>
<th>County Manager’s Signature</th>
<th>2/14/2022</th>
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<td>DocSigned by:</td>
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**SECTION 3 - LEGAL REVIEW (only required if contract exceeds $5,000 or terms are longer than 12 months.)**

**CLERK COMPLETES**

<table>
<thead>
<tr>
<th>LEGAL TASK ORDER #:</th>
<th>1621</th>
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<tbody>
<tr>
<td>TITLE:</td>
<td>USDA NRCS</td>
</tr>
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<td>DocSigned by:</td>
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</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.

<table>
<thead>
<tr>
<th>ATTORNEY SIGNATURE</th>
<th>2/14/2022</th>
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<tbody>
<tr>
<td>DocSigned by:</td>
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</table>

**II. INSURANCE**

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

<table>
<thead>
<tr>
<th>INSURANCE CONSULTANT SIGNATURE</th>
<th>2/15/2022</th>
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<tr>
<td>DocSigned by:</td>
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**III. INFORMATION TECHNOLOGY**

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

<table>
<thead>
<tr>
<th>IT DIRECTOR SIGNATURE</th>
<th>2/15/2022</th>
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<tbody>
<tr>
<td>DocSigned by:</td>
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**IV. FINANCE OFFICER**

- [X] YES  
- [ ] NO  

- [ ] YES  
- [ ] NO  
- [ ] NO  

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<thead>
<tr>
<th>NOTES:</th>
<th>REVENUE</th>
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[This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act]

<table>
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<tr>
<th>FINANCE OFFICER SIGNATURE</th>
<th>2/15/2022</th>
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<td>DocSigned by:</td>
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**V. CLERK TO BOARD**

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

<table>
<thead>
<tr>
<th>APPROVED BY THE BOC</th>
<th>YES</th>
<th>NO</th>
<th>DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Document Fully Executed, Scanned and Posted on the County Website</td>
<td>DATE:</td>
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<tr>
<th>CLERK SIGNATURE</th>
<th>DATE:</th>
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YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Soil and Water/ 2/14/21 / Jason Walker

Request:
Request to approve a contract with Schnabel Engineering for completion of an environmental survey at Deep Creek Watershed Structures #19A and 21.

Background: (Justification for request, please be specific)
Yadkin County is in the process of completing dam assessments on watershed structures #19A and #21. We currently have a contract with Schnabel Engineering for completion of these assessments. The USDA Natural Resources Conservation Service is responsible for the specifications for this project as well as payment to Yadkin County for work completed. The USDA has requested that this Environmental survey be completed as part of these specifications. This survey will determine if endangered species are located within the assessment areas.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years’ budgets and increase/decrease from last fiscal year’s amount)
This contract will be paid out of funds received from the USDA for the assessment of watershed structures #19A and #21.

Motion: (Please type a recommended motion for Board consideration)
Make a motion to...
....motion to approve the contract with Schnabel Engineering for completion of the environmental mussel survey.
YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

SECTION 1

DEPARTMENT: Soil & Water  BUDGET CODE: 4054963-51500

VENDOR NAME: Schnabel Engineering South, POC: Maridee Romero-Graves  PHONE: 336-274-9456

VENDOR MAIL ADDRESS: 11A Oak Branch Drive

TOWN, STATE AND ZIP: Greensboro, NC 27407  VENDOR ID: 8252

CONTRACT TERM: 1 (# of years) CONTRACT AMOUNT: $17,560.00  MUNIS CONTRACT NO:

X  NEW CONTRACT  CONTRACT RENEWAL  AMENDMENT TO CONTRACT

DETAILS or QUESTIONS:
Environmental Mussel Survey at watershed dams 19A and 21

Department Head Signature  
DocSigned by:  
Jason Waller  
1/31/2022

DEPARTMENT COMPLETES

SECTION 2 - COUNTY MANAGER REVIEW

MANAGER COMPLETES

County Manager’s Signature  
DocSigned by:  
Lisa Hughes  
2/3/2022

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

LEGAL TASK ORDER #: 1619

CLERK COMPLETES

TITLE: Schnabel

DocSigned by:  
Janya Henry  
2/3/2022

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:  
DocSigned by:  
Edward Powell  
2/3/2022

II. INSURANCE

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

INSURANCE CONSULTANT SIGNATURE:  
DocSigned by:  
LW Ireland  
2/4/2022

III. INFORMATION TECHNOLOGY

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

IT DIRECTOR SIGNATURE:  
DocSigned by:  
Steven Reddick  
2/4/2022

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:

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

FINANCE OFFICER SIGNATURE:  
DocSigned by:  
LindsayLord  
2/4/2022

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)  37
YADKIN COUNTY                           AGREEMENT FOR SERVICES
NORTH CAROLINA                           (Munis Contract Number) ____________

This Agreement is made and entered into this 20th day of January, 2022
(“Effective Date”) between Yadkin County, North Carolina (“County”) and
Schnabel Engineering South, P.C. ______________________ (“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 $17,560.00
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
Yadkin Soil & Water Conservation District
2051 Agricultural Way
Suite 207
Jason Walker
336-466-1003

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: Jonathan Pittman
Title: Senior 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:

Soil and Water / 2-15-22 / Jason Walker

Request:

Request to approve a contract with Schnabel Engineering to update the Emergency Action Plans for watershed structures # 5D as well as #19A.

Background: (Justification for request, please be specific)

Yadkin County operates 15 watershed structures within the county. Out of these 15 structures, 9 are classified as high hazard. NC Dam Safety Laws require that all high hazard dams have an Emergency Action Plan (EAP) in place in case of a disaster or failure. These plans must be updated periodically to include new data as well as any new regulatory requirements. We are currently proposing to update the EAP on structures #5D and #19A and we plan to budget for updating the remaining EAP's in the next budget year.

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

This contract will be paid out of the current fiscal year's Soil and Water Budget.

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

Make a motion to...

....motion to approve the contract with Schnabel Engineering for updating the Emergency Action Plans on Watershed Structures #5D and #19A.
**YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM**

**SECTION 1**

DEPARTMENT: Soil & Water Conservation  
BUDGET CODE: 1054960-51500

VENDOR NAME: Schnabel Engineering  
POC: Jonathan Pittman  
PHONE: 336-274-9456

VENDOR MAIL ADDRESS: 11A Oak Branch Drive

TOWN, STATE AND ZIP: Greensboro, NC 27407  
VENDOR ID: 8252

CONTRACT TERM: 1  
(# of years)  
CONTRACT AMOUNT: $8600.00  
MUNIS CONTRACT NO:

<table>
<thead>
<tr>
<th>DEPARTMENT COMPLETES</th>
<th>DETAILS or QUESTIONS: Proposal for the Emergency Action Plan (EAP) and Inundation Maps for Deep Creek Watershed Dams 5D and 19A.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Department Head Signature [Signature] 2/14/2022</td>
</tr>
</tbody>
</table>

**SECTION 2 - COUNTY MANAGER REVIEW**

<table>
<thead>
<tr>
<th>MANAGER COMPLETES</th>
<th>County Manager's Signature [Signature] 2/14/2022</th>
</tr>
</thead>
</table>

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

| CLERK COMPLETES | LEGAL TASK ORDER #: 1620  
TITLE: Schnabel EAP |
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td>DocSigned by: [Signature]</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: [Signature]  
DATE: 2/14/2022

**II. INSURANCE**

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

INSURANCE CONSULTANT SIGNATURE: [Signature]  
DATE: 2/15/2022

**III. INFORMATION TECHNOLOGY**

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

IT DIRECTOR SIGNATURE: [Signature]  
DATE: 2/15/2022

**IV. FINANCE OFFICER**

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>Sufficient funds are available in the proper category to pay for this expenditure.</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td>NO</td>
<td>This contract is conditional upon appropriation by the BOC for sufficient funds</td>
</tr>
<tr>
<td>YES</td>
<td>NO</td>
<td>A budget amendment is attached as required for approval of this agreement.</td>
</tr>
</tbody>
</table>

NOTES:

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

FINANCE OFFICER SIGNATURE: [Signature]  
DATE: 2/15/2022

**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:

Emergency Services / 2/11/2022 / Keith Vestal

Request:
The approval of the linen service contract with Hand Craft Services.

Background: (Justification for request, please be specific)

EMS is required by NC Office of Emergency Medical Services to provide clean sanitary linen to all patients that are treated and transported. This linen has to be cleaned to meet or exceed industry standards. We have over the past 20 years contracted with services to provide us with these linen items such as; sheets, pillow cases, towels, wash clothes, and blankets. Recently the Aramark company that we currently hold a contract with has given us notice that they are no longer able to provide services to us. This places us in an urgent need to contract with another service to prevent a loss in linen service.

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

Linen is a contract services that is budgeted for annually. The contract with Hand Craft Services is actually cheaper than the current contract and will be a savings to our county. As these fund are already in the current budget and will be budgeted for in the up coming years.

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

Make a motion to...

To approve the linen services contract with Hand Craft Services and allow the appropriate County personnel to sign it.
**YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM**

**SECTION 1**

DEPARTMENT: Emergency Services  
BUDGET CODE: 1054330-52014

VENDOR NAME: Hand Craft Cleaners and Laundries  
SCOTT COOK

VENDOR MAIL ADDRESS: 5125 Corporate Pkwy

TOWN, STATE AND ZIP: W VENDOR ID: TBA

CONTRACT TERM: 5 (# of years)  
CONTRACT AMOUNT: $80,600.00  
MUNIS CONTRACT NO:

<table>
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<tr>
<th>NEW CONTRACT</th>
<th>CONTRACT RENEWAL</th>
<th>AMENDMENT TO CONTRACT</th>
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</thead>
<tbody>
<tr>
<td><strong>DEPARTMENT</strong></td>
<td><strong>DETAILS or QUESTIONS:</strong></td>
<td><strong>DEPARTMENT</strong></td>
</tr>
<tr>
<td><strong>COMPLETES</strong></td>
<td>This contract meets the linen requirements for EMS.</td>
<td><strong>COMPLETES</strong></td>
</tr>
</tbody>
</table>

Department Head Signature  
2/16/2022

**SECTION 2 - COUNTY MANAGER REVIEW**

<table>
<thead>
<tr>
<th>MANAGER COMPLETES</th>
<th>COUNTY MANAGER'S SIGNATURE</th>
<th><strong>MANAGER COMPLETES</strong></th>
</tr>
</thead>
</table>
|                   | **Lisa Hughes**  
2/16/2022 | **COMPLETES** |

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

| CLERK COMPLETES | LEGAL TASK ORDER #: 1622  
**JAMIE HENRY** | **CLERK COMPLETES** |
<table>
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<td><strong>COMPLETES</strong></td>
<td><strong>COMPLETES</strong></td>
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</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 PAYNE  
DATE: 2/16/2022

II. INSURANCE  
No Insurance Required  
Certificate attached and Approved  
Hold contract pending receipt of certificate of insurance  
Please request renewal for GL, 3/1 exp date.

INSURANCE CONSULTANT SIGNATURE:  
[Signature]  
DATE: 2/16/2022

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

IT DIRECTOR SIGNATURE:  
STEVEN KLOPFER  
DATE: 2/16/2022

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:**  
Once the Aramark contract is closed the funds will be available

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

FINANCE OFFICER SIGNATURE:  
LINDSEY CARROLL  
DATE: 2/16/2022

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:  

63
YADKIN COUNTY
AGENDA ABSTRACT

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

Request:
Adopt Resolution to Declare March 2022 Abandoned Cemeteries Awareness Month.

Background: (Justification for request, please be specific)
Andrew Mackie has requested the Board of Commissioners adopt a resolution to declare March as Abandoned Cemeteries Awareness Month.

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…
adopt the Resolution to Declare March 2022 as Abandoned Cemeteries Awareness Month.
A RESOLUTION OF THE YADKIN COUNTY BOARD OF COMMISSIONERS
TO DECLARE MARCH 2022
ABANDONED CEMETERIES AWARENESS MONTH

WHEREAS, the abandoned cemeteries of Yadkin County constitute a valuable part of the County’s cultural heritage; and

WHEREAS, an abandoned cemetery is defined as not having had a burial in over 50 years, and there are approximately 600 abandoned cemeteries in Yadkin County; and

WHEREAS, the NC General Assembly has directed every county in North Carolina to assume responsibility for the protection of its abandoned cemeteries and to establish a record of said cemeteries in the Office of the Register of Deeds, which has been established in the Yadkin County Register of Deeds, and that each county should establish a cemetery maintenance fund in the Office of the Clerk of Court, which has been established in Yadkin County; and

WHEREAS, while some of these cemeteries in Yadkin County and surrounding counties are maintained by citizens, most of them are not maintained and are subject to desecration and destruction; and

WHEREAS, Carl C. Hoots made an initial survey of cemeteries in Yadkin County and published a record of the same in 1987, and the Yadkin County Historical Society, Inc. is now updating that work,

NOW, THEREFORE, BE IT RESOLVED that the abandoned cemeteries of Yadkin County constitute a valuable part of Yadkin County’s cultural heritage; the maintenance of these cemeteries by citizens in and out of the County is appreciated, and the desecration and destruction of said cemeteries are deplorable and illegal; the efforts of Carl C. Hoots and the Yadkin County Historical Society, Inc. to locate these cemeteries and record them is appreciated, and property owners in the County are encouraged to record these cemeteries on the deeds of their properties.

BE IT FURTHER RESOLVED that March 2022 be declared Abandoned Cemetery Awareness Month in Yadkin County.

Adopted by the Yadkin County Board of Commissioners on the 21st day of February, 2022.

Kevin Austin, Chairman
Yadkin County Board of Commissioners

ATTEST:

217 E. Willow Street ~ Post Office Box 220 ~ Yadkinville, North Carolina 27055
(336) 849-7900 Office --- (336) 849-7920 Fax
www.yadkincountync.gov
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Soil & Water - 2/15/22 / Jason Walker

Request:
Selection of Preferred Alternative for Watershed Rehabilitation

Background: (Justification for request, please be specific)
Yadkin County is currently working with the Natural Resources Conservation Service (NRCS) as well as Schnabel Engineering to develop alternatives for the rehabilitation of two of the watershed structures in the county. Schnabel has completed the evaluations and is ready to move forward with the selection of the preferred alternative. The selection of the preferred alternative will allow the project to continue and will allow Schnabel to concentrate on one alternative per structure. NRCS is the primary funding source for this project and has recommended Alternative #3 as well as no additional land rights for Watershed Structure #19A and Alternative #1 as well as no additional land rights for Structure #21 as recommended by Schnabel Engineering.

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 entire Watershed Rehabilitation Program is partially funded by the Natural Resources Conservation Service (NRCS). There are 4 phases of the rehabilitation program. Yadkin County has completed the assessment phase and is currently working on the Planning Phase. After Planning is completed, Yadkin County will be eligible to move forward with the Design and Construction phases. The current phase is 100% reimbursed by NRCS.

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

...motion to select alternative # 3 as well as no additional land rights for Watershed Structure #19A and alternative #1 as well as no additional land rights for Structure #21 as recommended by the Natural Resources Conservation Service.

Yadkin County RE Agenda Abstract (rev: 10/20/2015)
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Administration- 2/16/2021- Drew Hinkle

Request:
Approve the agreement with Commissioner Frank C Zachary for legal services for the County to purchase real property

Background:(Justification for request, please be specific)
Yadkin County wishes to purchase real property and is in need of legal services to complete this transaction. This contract is for Frank C. Zachary, PLLC, to provide legal services pertaining to the purchase of real property. The Board of Commissioner's previously adopted a resolution of which information on NCGS 14-234 is included. Frank C. Zachary, Attorney at Law has completed this work for the County in the past.

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 not to exceed cost on this contract shall be $1000

Motion:(Please type a recommended motion for Board consideration)
Make a motion to...
1) Recuse Commissioner Frank Zachary from taking action on this matter
2) Approve the agreement with Frank C Zachary PLLC for legal services to purchase real property in Yadkin County
YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

DATE: 2/16/2022

SECTION 1

DEPARTMENT: Administration  BUDGET CODE: 1059000-51700


VENDOR MAIL ADDRESS: 201 E Main St

TOWN, STATE AND ZIP: Yadkinville NC 27055  VENDOR ID: 1642

CONTRACT TERM: 1 (# of years)  CONTRACT AMOUNT: $1000  MUNIS CONTRACT NO:

X NEW CONTRACT  CONTRACT RENEWAL  AMENDMENT TO CONTRACT

DETAILS or QUESTIONS:

Contract to provide legal services for the purchase of real property

DEPARTMENT COMPLETES

Department Head Signature →

DocSigned by: [Signature here]  2/16/2022

SECTION 2 - COUNTY MANAGER REVIEW

MANAGER COMPLETES

County Manager’s Signature →

DocSigned by: [Signature here]  2/16/2022

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

CLERK COMPLETES

LEGAL TASK ORDER #: ________  CLERK TO THE BOARD Signature

TITLE: __________

DATE: __________

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  X Certificate attached and approved  ☐ Hold contract pending receipt of certificate of insurance

INSURANCE CONSULTANT SIGNATURE: __________  DATE: 2/16/2022

III. INFORMATION TECHNOLOGY

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

IT DIRECTOR SIGNATURE: __________  DATE: 2/16/2022

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.

FINANCE OFFICER SIGNATURE: __________  DATE: 2/16/2022

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

V. CLERK TO BOARD

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

APPROVED BY THE BOC  ☐ YES  ☐ NO  DATE: __________

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

CLERK SIGNATURE: __________  DATE: __________
YADKIN COUNTY

NORTH CAROLINA

AGREEMENT FOR SERVICES

(Munis Contract Number)

This Agreement is made and entered into this ___ day of February, 20__ ("Effective Date") between Yadkin County, North Carolina ("County") and Frank C. Zachary, PLLC ("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 provide the materials (all collectively called the "Services") for the County as authorized by the County Manager. Provider acknowledges that this Agreement does not guarantee that the County will assign the Provider any work; however, that the County from time to time may request the Provider to perform services for Yadkin County.

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

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

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

- [ ] This Agreement shall end on ______________________, 20__.  
- [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 9 of the Agreement.
3. **Payment to the Provider.**

☐ The County shall pay the Provider $______ every ________.

☐ The County shall pay the Provider a total not to exceed the amount of $1,000.00 for all Services performed under this Agreement. The Provider will invoice the County for Services as they are performed, but no more frequently than monthly.

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

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

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

6. **Independent Contractor.** For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider’s agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker’s compensation benefits.
7. **Insurance.** During this Agreement’s term, the Provider shall maintain at its sole expense all insurances as set out in this section. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider’s insurance policies are renewed or otherwise modified. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

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

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

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

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

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

10. **Entire Agreement.** This Agreement (including any attached Exhibits) constitute the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject matter. This Agreement may be modified only by a writing signed by both the County and the Provider.
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12. **Severance Clause.** If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

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

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

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

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

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

**THE COUNTY**

Lisa Hughes  
County Manager  
PO Box 220  
Yadkinville NC 27055  
336-849-7900

**THE PROVIDER**

Frank C Zachary, Attorney at Law  
Frank C Zachary, PLLC  
201 East Main St  
Yadkinville NC 27055  
336-677-1530

18. **Number and Gender.** This Agreement’s use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.
19. **Exhibits.** To the extent of a conflict between the above language of this Agreement and any attachments, the above language of this Agreement will control.

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

THE COUNTY
BY: ________________
Name: Lisa Hughes
Title: County Manager

THE PROVIDER
BY: ________________
Name: Frank Zachary
Title: Attorney

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

Yadkin County Finance Officer

EXHIBIT A

TO AGREEMENT TO SERVICES

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

Provider shall provide legal services for the purchase of real property by the County of Yadkin
1) April 15, 2022 – County Offices Closed for Good Friday.
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>EMS</td>
<td>Transfer of funds needed to pay for the EM Conference that the EMPG requires attending.</td>
</tr>
<tr>
<td>Insurance &amp; Bonding</td>
<td>(257)</td>
</tr>
<tr>
<td>Contracted Services</td>
<td>(1,200)</td>
</tr>
<tr>
<td>Travel/Training</td>
<td>1,457</td>
</tr>
</tbody>
</table>
YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

DATE: 2/8/2022

SECTION 1

DEPARTMENT: PUBLIC BUILDINGS  BUDGET CODE: 1059000-56552

VENDOR NAME: YADKIN CONCRETE FINISHING  POC: BRYAN SOUTHARD  PHONE: 336-469-5421

VENDOR MAIL ADDRESS: 408 E BIRCH STREET

TOWN, STATE AND ZIP: YADKINVILLE NC 27055  VENDOR ID: 10603

CONTRACT TERM: 1 (# of years)  CONTRACT AMOUNT: $2300.00  MUNIS CONTRACT NO:

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

DETAILS or QUESTIONS:

YADKIN CONCRETE FINISHING CONTRACT TO CUT OFF BACK DOOR AND RAMP UP WALKWAY AT DOOR TO PREVENT WATER ISSUES.

Department Head Signature → Dwayne Stanley  2/8/2022

SECTION 2 - COUNTY MANAGER REVIEW

MANAGER COMPLETES

County Manager’s Signature → Lisa Hughes  2/8/2022

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

CLERK COMPLETES

LEGAL TASK ORDER #: __________

TITLE: __________

CLERK TO THE BOARD Signature

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  [X] Certificate attached and approved  [ ] Hold contract pending receipt of certificate of insurance

INSURANCE CONSULTANT SIGNATURE: __________  DATE: 2/9/2022

III. INFORMATION TECHNOLOGY

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

IT DIRECTOR SIGNATURE: __________  DATE: 2/9/2022

IV. FINANCE OFFICER

[X] YES  NO  Sufficient funds are available in the proper category to pay for this expenditure.

[X] 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: 2/9/2022

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  [X] NO  DATE: 02/09/2022

Document Fully Executed, Scanned and Posted on the County Website  DATE: 02/09/2022

CLERK SIGNATURE: __________  DATE: 2/9/2022

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 8th day of FEBRUARY, 2022 ("Effective Date") between Yadkin County, North Carolina ("County") and YADKIN CONCRETE FINISHING ("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 $2,300.00 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>Yadkin Concrete Finishing</td>
</tr>
<tr>
<td>PO BOX 220</td>
<td>Bryan Southard 336 469 5421</td>
</tr>
<tr>
<td>YADKINVILLE NC 27055</td>
<td>408 East Birch Street</td>
</tr>
<tr>
<td>DWAYNE STANLEY</td>
<td>Yadkinville NC 27055</td>
</tr>
<tr>
<td>336-341-0528</td>
<td><a href="mailto:Yadkinconcretefinishing@gmail.com">Yadkinconcretefinishing@gmail.com</a></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: Lisa Hughes
Name: Lisa L. Hughes
Title: County Manager

THE PROVIDER
BY: Bryan Southard
Name: Bryan Southard
Title: Owner of Yadkin Concrete Finishing

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

Yadkin County Finance Officer
EXHIBIT A

TO AGREEMENT TO SERVICES

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

YADKIN CONCRETE FINISHING WILL CUT 2" OFF OF BACK DOOR IN ALLEY OF THE OLD CO-OP AGRICULTURAL BUILDING AND POUR CEMENT RAMP OUTSIDE TO INSIDE TO PREVENT WATER ISSUES