"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>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>***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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VI.</td>
<td>7:15pm</td>
<td>Approval of Minutes:</td>
<td>The Board</td>
<td>4-11</td>
</tr>
<tr>
<td></td>
<td></td>
<td>March 7, 2022 – Regular Session</td>
<td></td>
<td>12-13</td>
</tr>
<tr>
<td></td>
<td></td>
<td>March 7, 2022 – Closed Session</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VII.</td>
<td>7:20pm</td>
<td>Reports/Requests of the Board:</td>
<td>Withers Ravenel</td>
<td></td>
</tr>
<tr>
<td>VIII.</td>
<td>7:30pm</td>
<td>Consent Agenda:</td>
<td></td>
<td>15-29</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1) Budget Amendments for:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) Human Services/Medicaid Case Manager.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
b) Human Services/Dues & Subscriptions.
c) Human Services/LIEAP.
d) Human Services/DSS.
e) Sheriff’s Office/NCDPS Grant.

3) Approve NC Department of Environmental Quality
   Financial Assistance Agreement for the Abandoned
   Manufactured Homes Planning Grant.

<table>
<thead>
<tr>
<th>IX.</th>
<th>7:35pm</th>
<th>Public Hearing/Action to Set Public Hearing:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>** Special Note: Comments are limited to 15 minutes ‘for’ and 15</td>
</tr>
<tr>
<td></td>
<td></td>
<td>minutes ‘against’ any one issue with an additional 15 minutes for</td>
</tr>
<tr>
<td></td>
<td></td>
<td>administrative discussion.</td>
</tr>
</tbody>
</table>

1) None.

<table>
<thead>
<tr>
<th>X.</th>
<th>7:35pm</th>
<th>Board Action:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>County Manager, Lisa Hughes</td>
</tr>
<tr>
<td></td>
<td></td>
<td>91-92</td>
</tr>
</tbody>
</table>

1) Approve Payment of FY2021 Invoice for Fast Phils.

<table>
<thead>
<tr>
<th>XI.</th>
<th>7:50pm</th>
<th>Calendar Notes:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>93</td>
</tr>
</tbody>
</table>

1) April 15, 2022 – County Offices Closed for Good Friday.
2) April 18, 2022 – Cooperative Extension Annual Report to the
   People will be held 5:15pm in the Yadkin County Agricultural
   & Educational Building.

<table>
<thead>
<tr>
<th>XII.</th>
<th>7:55pm</th>
<th>Manager’s Reports / Board Action:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>County Manager, Lisa Hughes</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1) None.

<table>
<thead>
<tr>
<th>XIII.</th>
<th>8:00pm</th>
<th>Managers Budget Amendments &amp; Contracts /</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>County Manager, Lisa Hughes</td>
</tr>
<tr>
<td></td>
<td></td>
<td>95-105</td>
</tr>
</tbody>
</table>

1) Central Permitting Funds Transfer ($500).
2) Human Services/DSS Funds Transfer ($1,500).
3) Fire Marshal Funds Transfer ($450).
4) Human Services/WIC Funds Transfer ($1,000).
5) WIFM Radio Contract for WIC Advertising Services.

<table>
<thead>
<tr>
<th>XIV.</th>
<th>8:05pm</th>
<th>Board Vacancies/Appointments:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Clerk, Tanya Gentry</td>
</tr>
<tr>
<td></td>
<td></td>
<td>106</td>
</tr>
</tbody>
</table>

1) There are Three Vacancies on the Joint Nursing
   Home Adult Care Home Committee.
2) Reappointments to Tourism Development Authority.

<table>
<thead>
<tr>
<th>XV.</th>
<th>8:10pm</th>
<th>Commissioner Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>The Board</td>
</tr>
</tbody>
</table>
XVI.  8:15pm  **Recess**  
(Time may vary at discretion of Chairman Austin)

**CLOSED SESSION**
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.


XVII.  **Adjournment**

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

Department / Date Submitted to Clerk / Submitted by:
Administration, Water- 3/4/2022- Drew Hinkle

Request:
Megan Powell and her team from Withers Ravenel will present the Yadkin County Water Merger and Regionalization Feasibility Study final report.

Background: (Justification for request, please be specific)
Yadkin County was awarded a Merger Regionalization Feasibility Grant from NCDEQ. Withers Ravenel was selected to conduct the study. They met with each municipality within the County and compiled financial data from each potential partner. Within the report are four possible options for Yadkin County Water Systems moving forward. They are: Status Quo, Yadkin County Divests of Water Systems, Regionalization, Expansion of water to schools. These are not the only options Yadkin County has moving forward. The report is a tool in the decision making process showing some options that the County has when making decisions for long term viability of Yadkin County Water.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years’ budgets and increase/decrease from last fiscal year’s amount)
none

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

none
YADKIN COUNTY
AGENDA ABSTRACT

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

Request:
Authorize the attached budget amendments.

Background: (Justification for request, please be specific)
The FY2022 Budget Ordinance was adopted by fund and department. The Departments have requested the Board approve the attached budget amendments.

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

Motion: (Please type a recommended motion for Board consideration)
Make a motion to...
approve the attached budget amendments as presented.
# BUDGET AMENDMENT FORM

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

**DEPARTMENT:** HSA/HEALTH  
**DEPARTMENT HEAD SIGNATURE:** Jessica O. Wall, MPH  
**DATE:** 3/10/2022

<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>Medicaid Case Manager Contract Services</td>
<td>1055116-51700</td>
<td>23,020</td>
<td>(8715)</td>
<td>14,305</td>
</tr>
<tr>
<td>Medicaid Case Manager Telephone</td>
<td>105116-54200</td>
<td>1260</td>
<td>(800)</td>
<td>460</td>
</tr>
<tr>
<td>Medicaid Case Manager Gasoline/Diesel</td>
<td>1055116-52350</td>
<td>2000</td>
<td>(1500)</td>
<td>500</td>
</tr>
<tr>
<td>Child Health Salaries &amp; Wages</td>
<td>1055160-51010</td>
<td>66,025</td>
<td>(3493)</td>
<td>62,532</td>
</tr>
<tr>
<td>Maternal Health Salaries &amp; Wages</td>
<td>1055163-51010</td>
<td>39,700</td>
<td>(1500)</td>
<td>38,200</td>
</tr>
<tr>
<td>Child Health Contracted Services</td>
<td>1055160-51700</td>
<td>16,155</td>
<td>(992)</td>
<td>15,163</td>
</tr>
<tr>
<td>Medicaid Case Manager Salaries &amp; Wages</td>
<td>1055116-51010</td>
<td>26,000</td>
<td>17,000</td>
<td>43,000</td>
</tr>
</tbody>
</table>

**EXPLANATION:** Funds needed for Care Manager salary for the remainder of the FY.

---

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

Finance Officer

---

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

Chairman
## BUDGET AMENDMENT FORM

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

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

**DEPARTMENT:** HSA/Health  
**DEPARTMENT HEAD SIGNATURE:** Jessica O. Wall, MPH  
**DATE:** 03/09/2022

<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>Nursing/Medical Worker’s Comp</td>
<td>1055111-51380</td>
<td>7440</td>
<td>(700)</td>
<td>6740</td>
</tr>
<tr>
<td>Nursing/Medical Contracted Services</td>
<td>1055111-51700</td>
<td>15,425</td>
<td>(1000)</td>
<td>14,425</td>
</tr>
<tr>
<td>Child Health Contracted Services</td>
<td>1055160-51700</td>
<td>17,755</td>
<td>(1600)</td>
<td>16,155</td>
</tr>
<tr>
<td>Maternal Health Professional Services</td>
<td>1055163-51520</td>
<td>27,400</td>
<td>(1600)</td>
<td>25,800</td>
</tr>
<tr>
<td>Family Planning Contracted Services</td>
<td>1055164-51700</td>
<td>20,325</td>
<td>(1600)</td>
<td>18,725</td>
</tr>
<tr>
<td>Health Admin. Dues &amp; Subscriptions</td>
<td>1055110-55500</td>
<td>4000</td>
<td>6500</td>
<td>10,500</td>
</tr>
</tbody>
</table>

**EXPLANATION:** Request to move funds to Health Admin. Dues and Subscriptions to cover the Accreditation invoice through FY 23.

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

**Chairman**
## BUDGET AMENDMENT FORM

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

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

Finance Officer

### DEPARTMENT:
Human Services Agency: DSS

### DEPARTMENT HEAD SIGNATURE:
Jessica O. Wall, MPH

### DATE:
3/8/2022

<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>LIEAP</td>
<td>1045320-42230</td>
<td>137,097</td>
<td>253,951</td>
<td>391,048</td>
</tr>
<tr>
<td>LIEAP</td>
<td>1055500-57961</td>
<td>137,097</td>
<td>253,951</td>
<td>391,048</td>
</tr>
</tbody>
</table>

### EXPLANATION:
Increase in Low Income Energy Assistance Program (LIEAP) of $32,044 and an additional $221,907 of ARPA LIEAP.

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

Chairman
# BUDGET AMENDMENT FORM

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

**DEPARTMENT:** HSA/DSS  
**DEPARTMENT HEAD SIGNATURE:** Jessica O. Wall, MPH  
**DATE:** 03/14/2022

<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>Permanency Planning</td>
<td>1045320-42258</td>
<td>11,890</td>
<td>3068</td>
<td>14,958</td>
</tr>
<tr>
<td>Energy</td>
<td>1045320-42223</td>
<td>21,627</td>
<td>493</td>
<td>22,120</td>
</tr>
<tr>
<td>IV-D Collections</td>
<td>1045320-42266</td>
<td>0</td>
<td>21,803</td>
<td>21,803</td>
</tr>
<tr>
<td>NC Health Choice</td>
<td>1045320-42287</td>
<td>26714</td>
<td>2136</td>
<td>28,850</td>
</tr>
<tr>
<td>Foster Care Boarding Homes (Revenue)</td>
<td>1045320-42259</td>
<td>142,500</td>
<td>27,500</td>
<td>170,000</td>
</tr>
<tr>
<td>Foster Care Boarding Homes (Expense)</td>
<td>1055320-57640</td>
<td>285,000</td>
<td>55,000</td>
<td>340,000</td>
</tr>
</tbody>
</table>

**EXPLANATION:** Due to increase in children in Foster Care as well as an increase to the Board Rates funding is needed in the State Foster Care budget line.

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

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

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

Finance Officer

DEPARTMENT: Sheriff

DEPARTMENT HEAD SIGNATURE: 

DATE: 3/11/2022

<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>Sheriff - NCDPS Grant HB105 Revenue</td>
<td>1044310-44149</td>
<td>-</td>
<td>84,269</td>
<td>84,269</td>
</tr>
<tr>
<td>Sheriff - NCDPS Grant HR105 Expense</td>
<td>1054310-52066</td>
<td>-</td>
<td>84,269</td>
<td>84,269</td>
</tr>
</tbody>
</table>

EXPLANATION: The Sheriff's office was awarded a grant through NCDPS

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/ 03-10-2022/ Clayton Campbell

Request:
To approve tax adjustments and refunds for the month of February 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 vohioloos on the now 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 February 2022.
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Solid Waste/Planning/ Administration, 3/7/2022, Drew Hinkle

Request:
approve agreement with NCDEQ for the Abandoned Manufactured Homes Planning Grant

Background: (Justification for request, please be specific)
The North Carolina Department of Environmental Quality, Division of Environmental Assistance and Customer Service offers Tier One and Tier Two first time applicant Counties $2,500 to develop a plan for the management of Abandoned Manufactured Homes and to identify AMHs within their jurisdiction for potential abatement. The planning grant has a maximum award of $2,500 for evaluating and developing a plan. Yadkin County was awarded the full $2,500 to complete the planning grant.

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 is a reimbursable planning grant with a maximum awarded amount of $2500.

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

adopt the agreement with The North Carolina Department of Environmental Quality, Division of Environmental Assistance and Customer Service for the Abandoned Manufactured Homes Planning Grant.
YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

DATE: 3/7/2022

SECTION 1

DEPARTMENT: Administration
BUDGET CODE: 1059000-515000

VENDOR NAME: NCDEQ
POC: David Hance
PHONE: 919-707-8122

VENDOR MAIL ADDRESS: 217 W Jones St, 1639 Mail Service Center

TOWN, STATE AND ZIP: Raleigh, NC, 27603

VENDOR ID: N/A

CONTRACT TERM: 1 (# of years) CONTRACT AMOUNT: $2,500 MUNIS CONTRACT NO:

X NEW CONTRACT CONTRACT RENEWAL AMENDMENT TO CONTRACT

DETAILS or QUESTIONS:
Agreement with NCDEQ for the Abandoned Manufactured Homes Planning Grant where expenses reimburseable.

Department Head Signature

3/7/2022

SECTION 2 - COUNTY MANAGER REVIEW

MANAGER COMPLETES

County Manager’s Signature

3/7/2022

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

CLERK COMPLETES

LEGAL TASK ORDER #: 1623
TITLE: NCDEQ

CLERK TO THE BOARD Signature

3/9/2022

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: Elizabeth Powell
DATE: 3/8/2022

II. INSURANCE

X No Insurance Required

Certificate attached and Approved

Hold contract pending receipt of certificate of insurance

Gov agency

INSURANCE CONSULTANT SIGNATURE: W. Ireland
DATE: 3/9/2022

III. INFORMATION TECHNOLOGY

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

IT DIRECTOR SIGNATURE: Steven Kehiff
DATE: 3/9/2022

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: Lindsie Cofelsh
DATE: 3/9/2022

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 NO DATE: __________

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

CLERK SIGNATURE:
DATE: __________
RESOLUTION BY THE YADKIN COUNTY BOARD OF COMMISSIONERS APPROVING APPLYING FOR THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY ABANDONED MANUFACTURED HOMES PLANNING GRANT

WHEREAS, The North Carolina Department of Environmental Quality, Division of Environmental Assistance and Customer Service (DEACS) offers Tier One and Tier Two first time applicant Counties $2,500 to develop a plan for the management of AMHs and to identify AMHs within their jurisdiction for potential abatement; and,

WHEREAS, In receiving a planning grant from DEACS, Yadkin County is making a commitment to pursue an AMH demolition and cleanup grant in a later round of funding; and

WHEREAS, Yadkin County intends to perform said project in accordance with NCDEQ standards;

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF YADKIN COUNTY:

That Yadkin County will submit an application for the NCDEQ Abandoned Manufactured Homes Planning Grant.

That Yadkin County does hereby accept the NCDEQ Abandoned Manufactured Homes Planning Grant if awarded.

Adopted this ___ day of November, 2021 in Yadkinville, North Carolina.

Signed: [Signature]
Chairman, Yadkin County Board of Commissioners

Date: 11/15/2021

Signed: [Signature]
Clerk, Yadkin County Board of Commissioners

Date: 11/15/2021
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Human Services - DSS/3.11.2022 for the 3.21.2022 meeting/Jessica Wall

Request:

Approval to pay a $25.00 invoice from FY21.

Background:(Justification for request, please be specific)

The Human Services Agency received an invoice from Fast Phils #505 in Yadkinville, NC for a $25.00 prepaid gas voucher. These services were rendered by the client on June 9, 2021. The enclosed copy of the receipt confirms these date of service. The invoice was not received until this fiscal 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 will expend funds for gas vouchers for this fiscal year. There are sufficient funds in the line to cover this expense.

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

Make a motion to...

Approve the Human Services Agency pay a $25.00 gas voucher invoice from FY21 utilizing funds from FY22.
Calendar Notes:

1) April 15, 2022 – County Offices Closed for Good Friday.
2) April 18, 2022 – Cooperative Extension Annual Report to the People will be held 5:15pm in the Yadkin County Agricultural & Educational Building.
Manager’s Reports / Board Action
Manager’s Budget Amendments & Contracts

No Action Required
<table>
<thead>
<tr>
<th>Department</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central Permitting</td>
<td></td>
</tr>
<tr>
<td>Travel</td>
<td>(500) Transfer of funds needed to cover advertising costs.</td>
</tr>
<tr>
<td>Advertising</td>
<td>500</td>
</tr>
<tr>
<td>Human Services/DSS</td>
<td></td>
</tr>
<tr>
<td>Contracted Services</td>
<td>(500) Transfer of funds needed for routine maintenance and the Ford Fusion repair.</td>
</tr>
<tr>
<td>Travel/Training</td>
<td>(1,000)</td>
</tr>
<tr>
<td>Vehicle Maintenance</td>
<td>1,500</td>
</tr>
<tr>
<td>Fire Marshal</td>
<td></td>
</tr>
<tr>
<td>Vehicle Maintenance</td>
<td>(450) Transfer of funds needed to cover subscription costs.</td>
</tr>
<tr>
<td>Dues &amp; Subscriptions</td>
<td>450</td>
</tr>
<tr>
<td>Human Services/WIC</td>
<td></td>
</tr>
<tr>
<td>WIC Client Services Contract Services</td>
<td>(1,000) Transfer of funds needed for supplies.</td>
</tr>
<tr>
<td>WIC Client Services Supplies &amp; Material</td>
<td>1,000</td>
</tr>
</tbody>
</table>
## YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

### SECTION 1
- **DEPARTMENT:** HSA/WIC  
- **BUDGET CODE:** 1055167-51700
- **VENDOR NAME:** Radio  
- **POC:** Jennifer Chatham  
- **PHONE:** 336-835-2511
- **VENDOR MAIL ADDRESS:** 813 N. Bridge Street
- **TOWN, STATf AND ZIP:** Elkin, NC 28621  
- **VENDOR ID:** 2216

<table>
<thead>
<tr>
<th>CONTRACT TERM: 1 (# of years)</th>
<th>CONTRACT AMOUNT: $300</th>
<th>MUNIS CONTRACT NO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>NEW CONTRACT</td>
<td>CONTRACT RENEWAL</td>
<td>AMENDMENT TO CONTRACT</td>
</tr>
</tbody>
</table>

### DETAILS or QUESTIONS:
- Advertising for WIC Program

**DEPARTMENT COMPLETES**
- **Department Head Signature**

**NEW CONTRACT**  
- DocSigned by: Jessica Hall  
- 2/22/2022

### SECTION 2 - COUNTY MANAGER REVIEW
- **Manager Completes**
- **County Manager’s Signature**

**NEW CONTRACT**  
- DocSigned by: Lisa Hughes  
- 2/22/2022

### 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**
- **Certificate attached and approved**
- **Hold contract pending receipt of certificate of insurance**

**INSURANCE CONSULTANT SIGNATURE:**  
- **DATE:** 2/23/2022

**Mark R. Brandon**

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

**IT DIRECTOR SIGNATURE:**  
- **DATE:** 3/2/2022

**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:**  
- **DATE:** 3/3/2022

**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:** 03/03/22

**Document Fully Executed, Scanned and Posted on the County Website**

**DATE:** 03/03/22

**CLERK SIGNATURE:**  
- **DATE:** 3/3/2022

---

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

AGREEMENT FOR SERVICES

NORTH CAROLINA

(Munis Contract Number)____________

This Agreement is made and entered into this 21st day of February, 2022
(“Effective Date”) between Yadkin County, North Carolina (“County”) and
WIFM Radio (“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____.

☒ 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 $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

Public Agenda
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 which have not complied with the requirements 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 any time 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>Hayley Shore</td>
<td>Jennifer Chatham</td>
</tr>
<tr>
<td>WIC Supervisor</td>
<td>Yadkin Valley Broadcasting 100.9 WIFN</td>
</tr>
<tr>
<td>PO Box 548</td>
<td>PO Box 1038</td>
</tr>
<tr>
<td>Yadkinville NC 27055</td>
<td>Elkin, NC 28621</td>
</tr>
<tr>
<td>336-849-7910</td>
<td>336-835-2511</td>
</tr>
<tr>
<td><a href="mailto:hshore@yadkincountync.gov">hshore@yadkincountync.gov</a></td>
<td><a href="mailto:jchatham@wifmradio.com">jchatham@wifmradio.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 L. Hughes
Name: Lisa L. Hughes
Title: County Manager

THE PROVIDER
BY:  Jennifer Chatham
Name: Jennifer Chatham
Title: General Manager

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:
Administration / 3-15-2022 / Tanya Gentry

Request:
Reappointments to Yadkin County Tourism Development Authority.

Background: (Justification for request, please be specific)
The Yadkin County Tourism Development Authority requested that Justin Wilmoth, of Brandon Hills Vineyard, and Debbie Cooper, of Holly Ridge Family Campground, be reappointed to serve another three year term.

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 Justin Wilmoth and Debbie Cooper to serve a three year term on the Yadkin County Tourism Development Authority.