

**YADKIN COUNTY BOARD OF COMMISSIONERS
NOTICE OF MEETING**

Yadkin County Human Resources Building
217 East Willow Street, Yadkinville, NC 27055

Monday, May 18, 2020

7:00pm

A G E N D A

“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.”

| NO. | TIME | ITEM | PRESENTER | PAGE |
|--------------|--------|---|-----------------|-------------------------------|
| I. | | <u>Invocation</u> | | |
| II. | 7:00pm | <u>Call to Order</u> | Chairman Austin | |
| III. | 7:01pm | <u>Pledge of Allegiance</u> | Chairman Austin | |
| IV. | 7:05pm | <u>Adjustments/Adoption of Agenda</u> | The Board | |
| V. | 7:10pm | <u>Public Comments</u> **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. | | |
| VI. | 7:15pm | <u>Approval of Minutes:</u> March 27, 2020 – Recessed Session March 31, 2020 – Recessed Session April 20, 2020 – Regular Session April 20, 2020 – Closed Session | The Board | 5-7 8-11 12-19 20-21 |
| VII. | 7:20pm | <u>Reports/Requests of the Board:</u> 1) None. | | |
| VIII. | 7:20pm | <u>Consent Agenda:</u> 1) Budget Amendments for: a) Central Permitting/Part-Time Salary. | | 22-29 |

- b) Parks & Recreation Salaries.
- c) EMS/COVID-19 Funds.
- d) Human Services/COVID-19 Funds.
- e) Finance/County Attorney.
- f) Sheriff's Office.
- 2) Approve Tax Adjustments & Refunds for April 2020. 30-32
- 3) Approve Don Adams Grading Contract for Watershed Structure Repair. 33-42
- 4) Approve Don Adams Grading Contract for Trail Construction at Yadkin Memorial Park. 43-51
- 5) Approve Don Adams Grading Contract for Road Work at Yadkin Memorial Park. 52-60
- 6) Approve Thompson, Price, Scott, Adams & Co. Contract for Financial Audit Services. 61-114
- 7) Adopt Resolution Accepting Funding from NC Department of Environmental Quality for the Merger/Regionalization Feasibility Grant. 115-116

- IX.** 7:25pm **Public Hearing/Action to Set Public Hearing:**
- ** Special Note: Comments are limited to 15 minutes 'for' and 15 minutes 'against' any one issue with an additional 15 minutes for administrative discussion.
- 1) Set a Public Hearing to Consider Rezoning PIN# 596100433183 from RA to CB. 117-121

- X.** 7:30pm **Board Action:** County Manager, Lisa Hughes
- 1) Adopt Yadkin County Board of Health 2020-2021 Handbook. Kim Harrell 122-338
 - 2) Approve Self-Insurance Fund Budget Amendment. 339-340
 - 3) Authorize Fire Marshal to Approve Firework Display Permits Through December 31, 2020. 341

- XI.** 7:45pm **Calendar Notes:**
- 1) May 20, 2020 – Virtual County Assembly Day online from 9:30am to 12:00pm. 342
 - 2) May 25, 2020 – County Offices Closed for Memorial Day.

- XII.** 7:50pm **Manager's Reports / Board Action:** County Manager, Lisa Hughes
- 1) Simcon Change Orders. 343
 - 2) EMPG Application.
 - 3) Yadkin Guarantee.
 - 4) Project Updates.
 - 5) COVID-19 Update.

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|--------------|--------|--|---------|
| XIII. | 8:15pm | <u>Managers Budget Amendments & Contracts / No Action Required:</u> | |
| | | 1) Human Services/Health Ed Funds Transfer (\$89). | 344-345 |
| | | 2) Finance/Vehicle Lease Funds Transfer (\$5). | |
| | | 3) Water/ Vehicle Lease Funds Transfer (\$720). | |
| | | 4) Human Services/WIC Funds Transfer (\$351). | |
| | | 5) Elections Funds Transfer (\$339). | |
| | | 6) Water/Uniforms Funds Transfer (\$300). | |
| | | 7) Human Services/DSS Funds Transfer (\$4,000). | |
| | | 8) EMS/Vehicle Funds Transfer (\$4,500). | |
| | | 9) Tax Office/Postage Funds Transfer (\$2,000). | |
| | | 10) EMS/Lease Funds Transfer (\$33). | |
| | | 11) Kelly Consulting Service Agreement for Employee Assistance Program Services. | 346-354 |
| | | 12) Mathis & Sons Grading Contract for Yadkin Memorial Proposed Dog Park Services. | 355-362 |

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|-------------|--------|---|---------------------|
| XIV. | 8:20pm | <u>Board Vacancies/Appointments:</u> | Clerk, Tanya Gentry |
| | | 1) There are Three Vacancies on the Joint Nursing Home Adult Care Home Committee. | |
| | | 2) Reappointments to Yadkin County Juvenile Crime Prevention Council. | 363-364 |
| | | 3) Appointment to Partners Behavioral Health Management Board. | 365 |
| | | 4) Reappointment of ETJ Member to Town of Yadkinville Planning Board/Board of Adjustment. | 366 |

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| XV. | 8:25pm | <u>Commissioner Comments</u> | The Board |
|------------|--------|-------------------------------------|-----------|

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| XVI. | 8:30pm | <u>Recess</u> <i>(Time may vary at discretion of Chairman Austin)</i> | |
| | | <u>CLOSED SESSION</u> | 367 |
| | | 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. | |

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| XVII. | | <u>Adjournment</u> | |
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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 / Tanya Gentry

Request:

Authorize the attached budget amendments.

Background:(Justification for request, please be specific)

The FY2019 Budget Ordinance was adopted by fund and department. The attached budget amendments are requested by the Departments.

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

Varies depending upon the budget amendment.

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

Make a motion to...

approve the attached budget amendments as presented.

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: Central Permitting

DEPARTMENT HEAD SIGNATURE: 

DATE: 05/04/2020

| LINE ITEM | ACCOUNT NUMBER | REVISED BUDGET | INCREASE (DECREASE) | NEW BUDGET |
|-------------------------------------|----------------|----------------|---------------------|------------|
| Central Permitting Salary | 1054350-51010 | 251,020 | (5,000) | 246,020 |
| Central Permitting Part Time Salary | 1054350-51030 | 3,000 | 5,000 | 8,000 |
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EXPLANATION: Adding additional funds for use of Part Time building inspector due to the vacant position in Building inspections.

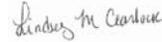
This instrument has been approved by the Board of Commissioners as requested.

Chairman

BUDGET AMENDMENT FORM

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

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



Digitally signed by Lindsey Cearlock
DN: cn=Lindsey Cearlock, o=Yadkin County, ou=Finance
Department, email=lcearlock@yadkincountync.gov, c=US
Date: 2020.05.13 17:42:48 -0400

Finance Officer

DEPARTMENT: Finance

DEPARTMENT HEAD SIGNATURE:



Digitally signed by Lindsey Cearlock
DN: cn=Lindsey Cearlock, o=Yadkin County, ou=Finance
Department, email=lcearlock@yadkincountync.gov, c=US
Date: 2020.05.13 17:42:56 -0400

DATE: 05/13/2020

| LINE ITEM | ACCOUNT NUMBER | REVISED BUDGET | INCREASE (DECREASE) | NEW BUDGET |
|--|----------------|----------------|---------------------|------------|
| Non-Departmental Professional Services | 1059000-51500 | 181,619 | (7,500) | 174,119 |
| Professional Services/County Attorney | 1059000-51505 | 130,000 | 7,500 | 137,500 |
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EXPLANATION: Need additional funds for remainder of the fiscal of year

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, Comm, Jail

DEPARTMENT HEAD SIGNATURE: _____

DATE: 05/13/2020

| LINE ITEM | ACCOUNT NUMBER | REVISED BUDGET | INCREASE (DECREASE) | NEW BUDGET |
|--------------------------------|----------------|----------------|---------------------|------------|
| Sheriff - S&W FT | 1054310-51010 | 1,866,821 | (59,903) | 1,806,918 |
| Sheriff - Supplies & Materials | 1054310-52010 | 1,999 | 2,001 | 4,000 |
| Sheriff - Dept Supplies | 1054310-52014 | 12,000 | 10,000 | 22,000 |
| Sheriff - Janitorial Supplies | 1054310-52015 | 5,000 | 2,000 | 7,000 |
| Sheriff - Uniforms | 1054310-52060 | 10,000 | 5,000 | 15,000 |
| Sheriff - Vehicle Maint | 1054310-53040 | 38,455 | 10,000 | 48,455 |
| Sheriff - Service & Maint | 1054310-55030 | 39,848 | (2,000) | 37,848 |
| | | | | |
| Comm - S&W PT | 1054311-51030 | 24,000 | 3,000 | 27,000 |
| Comm - Supplies & Materials | 1054311-52010 | 100 | (100) | -0- |
| Comm - Service & Maint | 1054311-55030 | 5,800 | (3,000) | 2,800 |
| | | | | |

EXPLANATION: Request to move monies to cover cost and expenses related to budget codes listed for FY 2020 for the Yadkin County Sheriff's Office,

Communications, and the Detention Center. This amendment is needed to address increase spending for protective equipment and supplies at the Detention Center and

Sheriff's Office due to COVID-19. Also to address the increase in average daily population at the Detention Center. To address increased vehicle maintenance due to aging

vehicle fleet. Also, the uniform needs have increased due to turn over and fitting of new hires this year.

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

Yes

No

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

Chairman

BUDGET AMENDMENT FORM

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

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

Finance Officer

DEPARTMENT: Sheriff, Comm Jail

DEPARTMENT HEAD SIGNATURE: _____

DATE: 05/13/2020

| LINE ITEM | ACCOUNT NUMBER | REVISED BUDGET | INCREASE (DECREASE) | NEW BUDGET |
|-----------------------------|----------------|----------------|---------------------|------------|
| Jail - Supplies & Materials | 1054320-52010 | 798 | 502 | 1,300 |
| Jail - Janitorial Supplies | 1054320-52015 | 8,400 | 3,000 | 11,400 |
| Jail - Food & Provisions | 1054320-52200 | 299,000 | 38,500 | 337,500 |
| Jail - Service & Maint | 1054320-55030 | 66,000 | (9,000) | 57,000 |
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EXPLANATION: _____

Move monies to cover costs and expenses related to budget codes listed above for FY2020 for the Yadkin County Sheriff's Office, C-Comm Center and the Yadkin County Detention Center!

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

_____ Yes
_____ No

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

Chairman

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Tax Department/ 5-8-2020/Clayton Campbell

Request:

To approve tax adjustments and refunds for month of April 2020

Background:(Justification for request, please be specific)

Adjustments and Refunds will be sent to the Board of Commissioners for approval. Some adjustments will result in refunds and some will be adjusted with a new bill sent out.

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

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

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

Make a motion to...

Recommended Motion: To approve the attached list of adjustments and refunds for the month of April 2020.

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Soil and Water / 5-7-20 / Jason Walker

Request:

Request to approve a contract with Don Adams for repair of watershed structure #30.

Background:(Justification for request, please be specific)

Watershed structure #30 was built in 1968 southwest of the Town of Yadkinville at the end of Memorial Road and southeast of Triad Metal Recycling. This structure is approximately 1/4 mile outside of the Town of Yadkinville. It has provided a tremendous amount of flood protection for downstream residents in Yadkin County. With the heavy rains in recent years, the downstream outlet pipe has eroded and is beginning to create a large hole in the spilling basin of the structure. The work outlined in this contract will stabilize the banks of the spilling basin and provide protection against future flood events.

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 from funds currently allocated in the Soil and Water budget. Total cost of this contract is \$7,500.00.

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

Make a motion to...

....motion to approve the contract with Don Adams Grading for repair work on Watershed Structure #30 in the amount of \$7,500.00.

YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

DATE: May 4, 2020

SECTION 1

DEPARTMENT: Soil and Water BUDGET CODE: 1054960-53013

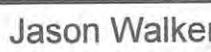
VENDOR NAME: Don Adams Grading POC: Don Adams PHONE: 336-682-0439

VENDOR MAIL ADDRESS: 2400 Union Cross Church Road

TOWN, STATE AND ZIP: Yadkinville, NC 27055 VENDOR ID: 9498

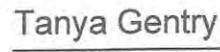
CONTRACT TERM: 1 (# of years) CONTRACT AMOUNT: \$ 7,500.00 MUNIS CONTRACT NO:

NEW CONTRACT CONTRACT RENEWAL AMENDMENT TO CONTRACT

| | | | |
|-------------------------|------------------------------|---|-------------------------|
| DEPARTMENT COMPLETES | DETAILS or QUESTIONS: | | DEPARTMENT COMPLETES |
| | Department Head Signature |  <small>Digitally signed by Jason Walker DN: cn=Jason Walker, o=Yadkin County Government, ou, email=jwalker@yadkincountync.gov, c=US Date: 2020.05.04 11:49:00 -0400</small> | |

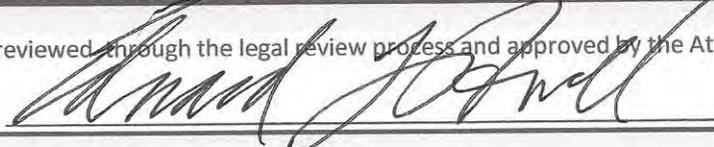
| | | | |
|----------------------|--|---|----------------------|
| MANAGER COMPLETES | SECTION 2 - COUNTY MANAGER REVIEW | | MANAGER COMPLETES |
| | County Manager's Signature |  <small>Digitally signed by Lisa L. Hughes DN: cn=Lisa L. Hughes, o=County of Yadkin, ou=County Manager, email=lhughes@yadkincountync.gov, c=US Date: 2020.05.04 14:55:22 -0400</small> | |

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

| | | | |
|--------------------|---------------------------------|---|--------------------|
| CLERK COMPLETES | LEGAL TASK ORDER #: <u>1337</u> |  <small>Digitally signed by Tanya Gentry DN: cn=Tanya Gentry, o=Yadkin County, ou=Administration, email=tgentry@yadkincountync.gov, c=US Date: 2020.05.04 15:25:45 -0400</small> | CLERK COMPLETES |
| | TITLE: <u>Don Adams Grading</u> | | |

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: 5-4-20

II. INSURANCE

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

INSURANCE CONSULTANT SIGNATURE: Mark R. Brandon DATE: 05/07/2020

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

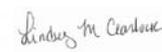
IT DIRECTOR SIGNATURE: Dale Ring DATE: _____
Digitally signed by Dale Ring
DN: cn=Dale Ring, o=Yadkin County, ou=Information Technology, email=dring@yadkincountync.gov, c=US
Date: 2020.05.07 14:04:01 -0400

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: _____
Digitally signed by Lindsey Cearlock
DN: cn=Lindsey Cearlock, o=Yadkin County, ou=Finance Department, email=lcearlock@yadkincountync.gov, c=US
Date: 2020.05.07 15:24:06 -0400

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 _____, 20____
("Effective Date") between Yadkin County, North Carolina ("County") and
Don Adams Grading ("Provider").

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

1. **Services To Be Performed.** The Provider agrees to perform the services and to provide the materials (all collectively called the "Services") for the County as authorized by the County Manager. Provider acknowledges that this Agreement does not guarantee that the County will assign the Provider any work; however, that the County from time to time may request the Provider to perform services for Yadkin County.

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

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

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

This Agreement shall end on June 30, 2020.

This Agreement shall continue until the Provider has completed the Services to the County's satisfaction.

This Agreement shall continue until terminated in accordance with Section 8 of the Agreement.

3. **Payment to the Provider.**

- The County shall pay the Provider \$ _____ every _____.
- The County shall pay the Provider a total not to exceed the amount of \$ 7,500.00 for all Services performed under this Agreement. The Provider will invoice the County for Services as they are performed, but no more frequently than monthly.

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

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

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

6. **Independent Contractor.** For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

7. **Insurance.** During this Agreement's term, the Provider shall maintain at its sole expense all insurances as set out in this section. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

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

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

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

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

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

10. **Entire Agreement.** This Agreement (including any attached Exhibits) constitute the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

11. **Governing Law and Forum for Disputes.** This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Yadkin County, North Carolina, unless it is properly filed in Federal Court, in which case it must be filed in the Federal District Court for the Middle District of North Carolina.

12. **Severance Clause.** If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

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

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

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

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

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

THE COUNTY

Yadkin County
2051 Agricultural Way
Suite 207
Yadkinville, NC 27055
Jason Walker
336-466-1003

THE PROVIDER

Don Adams Grading
2400 Union Cross Church Road
Yadkinville, NC 27055
Don Adams
336-961-2237

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

19. Exhibits. To the extent of a conflict between the above language of this Agreement and any attachments, the above language of this Agreement will control.

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

THE COUNTY

THE PROVIDER

BY: _____

BY: Don Adams

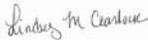
Name: Lisa Hughes

Name: Don Adams

Title: County Manager

Title: President

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



Digitally signed by Lindsey Cearlock
DN: cn=Lindsey Cearlock, o=Yadkin County, ou=Finance
Department, email=lcearlock@yadkincountync.gov, c=US
Date: 2020.05.07 15:26:14 -0400

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.)

Don Adams Grading, Inc will provide all labor and materials needed to repair spilling basin on Watershed Structure #30 in Yadkinville. Contractor will provide a minimum of 15 loads of boulders that will be provided by Yadkin County and will be hauled by provider from the Yadkin County Park. Contractor will install these boulders at the base of the slope at the spilling basin and will backfill remaining area with soil material provided and hauled by contractor. Contractor will seed and straw all disturbed areas and will follow all local, state and federal rules, laws and guidelines.

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Parks and Recreation / 5-7-20 / Jason Walker

Request:

Request to approve a contract with Don Adams Grading for construction of a trail at Yadkin Memorial Park for Phase 2 of park improvements.

Background:(Justification for request, please be specific)

Yadkin County is in the process of constructing Phase 2 of Yadkin Memorial Park. Phase 2 includes the installation of a trail that starts at the current bridge at South Deep Creek. This contract will install approximately 4,300' of trail that will be approximately 8' wide.

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 for out of the approved project ordinance for this project. Total cost of this contract is \$55,000.00. The Parks and Recreation Department received quotes for this work and Don Adams Grading is the lowest price.

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

Make a motion to...

....motion to approve the contract with Don Adams Grading for installation of a new trail at Yadkin Memorial Park in the amount of \$55,000.00.

YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

DATE: May 4, 2020 Public Copy

SECTION 1

DEPARTMENT: Parks and Recreation BUDGET CODE: 4054951-565505

VENDOR NAME: Don Adams Grading POC: Don Adams PHONE: 336-682-0439

VENDOR MAIL ADDRESS: 2400 Union Cross Church Road

TOWN, STATE AND ZIP: Yadkinville, NC 27055 VENDOR ID: 9498

CONTRACT TERM: 1 (# of years) CONTRACT AMOUNT: \$ 55,000.00 MUNIS CONTRACT NO: _____

NEW CONTRACT CONTRACT RENEWAL AMENDMENT TO CONTRACT

| | | |
|-------------------------|--|-------------------------|
| DEPARTMENT COMPLETES | DETAILS or QUESTIONS: Department Head Signature → <u>Jason Walker</u> <small>Digitally signed by Jason Walker, cn=Jason Walker, o=Yadkin County Government, ou=main@yadkincountync.gov, c=US, Date: 2020.05.08 16:41:47 -0400</small> | DEPARTMENT COMPLETES |
|-------------------------|--|-------------------------|

| | | |
|----------------------|--|----------------------|
| MANAGER COMPLETES | County Manager's Signature → <u>Lee L. Hughes</u> <small>Digitally signed by Lee L. Hughes, DN: cn=Lee L. Hughes, o=County of Yadkin, ou=County Manager, email=llhughes@yadkincountync.gov, c=US, Date: 2020.05.08 16:41:47 -0400</small> | MANAGER COMPLETES |
|----------------------|--|----------------------|

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

| | | |
|--------------------|--|--------------------|
| CLERK COMPLETES | LEGAL TASK ORDER #: <u>1338</u> TITLE: <u>Don Adams PARTF</u> <u>Tanya Gentry</u> CLERK TO THE BOARD Signature <small>Digitally signed by Tanya Gentry, DN: cn=Tanya Gentry, o=Yadkin County, ou=Administration, email=tgentry@yadkincountync.gov, c=US, Date: 2020.05.11 09:43:33 -0400</small> | CLERK COMPLETES |
|--------------------|--|--------------------|

SECTION 4 - Contract Control Form (ROUTING ORDER) I - ATTORNEY, II - INSURANCE, III - IT, IV - FINANCE, V - CLERK TO BOARD

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

ATTORNEY SIGNATURE: Edward Powell DATE: 5-11-20

II. INSURANCE

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

INSURANCE CONSULTANT SIGNATURE: Mark R. Brandon DATE: 5/11/2020

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

IT DIRECTOR SIGNATURE: Dale Ring DATE: _____
Digitally signed by Dale Ring, DN: cn=Dale Ring, o=Yadkin County, ou=Information Technology, email=dring@yadkincountync.gov, c=US, Date: 2020.05.11 16:07:51 -0400

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: Lindsey Cearlock DATE: _____
Digitally signed by Lindsey Cearlock, DN: cn=Lindsey Cearlock, o=Yadkin County, ou=Finance Department, email=lcearlock@yadkincountync.gov, c=US, Date: 2020.05.11 16:10:03 -0400

V. CLERK TO BOARD
 This document has been reviewed and approved by the Board of Commissioner and/or County Manager

APPROVED BY THE BOC YES NO DATE: _____

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

CLERK SIGNATURE: _____ DATE: _____

YADKIN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

(Munis Contract Number) _____

This Agreement is made and entered into this ____ day of _____, 20____
("Effective Date") between Yadkin County, North Carolina ("County") and
Don Adams Grading _____ ("Provider").

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

1. **Services To Be Performed.** The Provider agrees to perform the services and to provide the materials (all collectively called the "Services") for the County as authorized by the County Manager. Provider acknowledges that this Agreement does not guarantee that the County will assign the Provider any work; however, that the County from time to time may request the Provider to perform services for Yadkin County.

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

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

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

This Agreement shall end on _____ June 30 _____, 20 20 _____.

This Agreement shall continue until the Provider has completed the Services to the County's satisfaction.

This Agreement shall continue until terminated in accordance with Section 8 of the Agreement.

3. **Payment to the Provider.**

- The County shall pay the Provider \$ _____ every _____.
- The County shall pay the Provider a total not to exceed the amount of \$ 55,000.00 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. GS 143-129 applies to virtually all public entities, including cities, counties, local school boards, water and sewer authorities, and other special purpose local government districts and authorities.* The Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts as required by NC General Statutes.

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

6. **Independent Contractor.** For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

7. **Insurance.** During this Agreement's term, the Provider shall maintain at its sole expense all insurances as set out in this section. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

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

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

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

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

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

10. **Entire Agreement.** This Agreement (including any attached Exhibits) constitute the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

11. **Governing Law and Forum for Disputes.** This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Yadkin County, North Carolina, unless it is properly filed in Federal Court, in which case it must be filed in the Federal District Court for the Middle District of North Carolina.

12. **Severance Clause.** If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

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

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

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

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

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

THE COUNTY

Yadkin County
2051 Agricultural Way
Suite 207
Yadkinville, NC 27055
Jason Walker
336-466-1003

THE PROVIDER

Don Adams Grading
2400 Union Cross Church Road
Yadkinville, NC 27055
Don Adams
336-961-2237

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

19. **Exhibits.** To the extent of a conflict between the above language of this Agreement and any attachments, the above language of this Agreement will control.

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

THE COUNTY

THE PROVIDER

BY: _____

BY: Don Adams

Name: Lisa Hughes

Name: Don Adams

Title: County Manager

Title: President

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

Lindsey M. Cearlock

Digitally signed by Lindsey Cearlock
DN: cn=Lindsey Cearlock, o=Yadkin County, ou=Finance
Department, email=lcearlock@yadkincountync.gov, c=US
Date: 2020.05.11 16:10:54 -0400

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.)

Don Adams Grading (contractor) will re-grade and shape approximately 4,300' long x 8' wide multi-purpose trail. Contractor will provide and place 4in of ABC stone compacted with a smooth drum roller. Crown trail for positive drainage. Contractor will install any culverts and ditches as needed. Contractor will be responsible for vegetation and straw mulching disturbed areas. Contractor will follow all state, local, and federal regulations. Contractor will provide a 1 year warranty on all work performed.

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Parks and Recreation / 5-7-20 / Jason Walker

Request:

Request to approve a contract with Don Adams Grading for retrofit of road into Yadkin Memorial Park from Ireland Road.

Background:(Justification for request, please be specific)

Yadkin County is in the process of constructing Phase 2 of Yadkin Memorial Park. Phase 2 includes improving the access road entering the park from Ireland Road. This contract will modify the current road, widen the road, and make improvements to the road so that it will hold up to the increased traffic.

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 for out of the approved project ordinance for this project. Total cost of this contract is \$11,200.00. The Parks and Recreation Department received quotes for this work and Don Adams Grading is the lowest price.

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

Make a motion to...

....motion to approve the contract with Don Adams Grading for road improvements at Yadkin Memorial Park in the amount of \$11,200.00.

YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

DATE: May 7, 2020

SECTION 1

DEPARTMENT: Parks and Recreation BUDGET CODE: 4054951-565523

VENDOR NAME: Don Adams Grading POC: Don Adams PHONE: 336-682-0439

VENDOR MAIL ADDRESS: 2400 Union Cross Church Road

TOWN, STATE AND ZIP: Yadkinville, NC 27055 VENDOR ID: 9498

CONTRACT TERM: 1 (# of years) CONTRACT AMOUNT: \$ 11,200.00 MUNIS CONTRACT NO:

NEW CONTRACT [checked] CONTRACT RENEWAL AMENDMENT TO CONTRACT

DEPARTMENT COMPLETES: DETAILS or QUESTIONS: Department Head Signature Jason Walker

SECTION 2 - COUNTY MANAGER REVIEW MANAGER COMPLETES: County Manager's Signature Lisa L. Hughes

SECTION 3 - LEGAL REVIEW (only required if contract exceeds \$5,000 or terms are longer than 12 months.) CLERK COMPLETES: LEGAL TASK ORDER #: 1339 Tanya Gentry

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 Powell DATE: 5-11-20

II. INSURANCE No Insurance Required [checked] Certificate attached and approved Hold contract pending receipt of certificate of insurance INSURANCE CONSULTANT SIGNATURE: Mark R. Brandon DATE: 5/11/2020

III. INFORMATION TECHNOLOGY This document has been reviewed and approved by the IT Director as to technical content. IT DIRECTOR SIGNATURE: Dale Ring DATE:

IV. FINANCE OFFICER YES NO Sufficient funds are available in the proper category to pay for this expenditure. YES NO This contract is conditional upon appropriation by the BOC for sufficient funds. YES NO A budget amendment is attached as required for approval of this agreement. NOTES:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act FINANCE OFFICER SIGNATURE: Lindsey M. Cearlock DATE:

V. CLERK TO BOARD This document has been reviewed and approved by the Board of Commissioner and/or County Manager APPROVED BY THE BOC YES NO DATE: Document Fully Executed, Scanned and Posted on the County Website DATE: CLERK SIGNATURE: DATE:

YADKIN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

(Munis Contract Number) _____

This Agreement is made and entered into this ____ day of _____, 20____
("Effective Date") between Yadkin County, North Carolina ("County") and
Don Adams Grading _____ ("Provider").

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

1. **Services To Be Performed.** The Provider agrees to perform the services and to provide the materials (all collectively called the "Services") for the County as authorized by the County Manager. Provider acknowledges that this Agreement does not guarantee that the County will assign the Provider any work; however, that the County from time to time may request the Provider to perform services for Yadkin County.

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

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

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

This Agreement shall end on _____ June 30 _____, 20 20 .

This Agreement shall continue until the Provider has completed the Services to the County's satisfaction.

This Agreement shall continue until terminated in accordance with Section 8 of the Agreement.

3. **Payment to the Provider.**

- The County shall pay the Provider \$ _____ every _____.
- The County shall pay the Provider a total not to exceed the amount of \$ \$ 11,200.00 for all Services performed under this Agreement. The Provider will invoice the County for Services as they are performed, but no more frequently than monthly.

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

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

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

6. **Independent Contractor.** For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

7. **Insurance.** During this Agreement's term, the Provider shall maintain at its sole expense all insurances as set out in this section. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

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

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

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

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

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

10. **Entire Agreement.** This Agreement (including any attached Exhibits) constitute the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

11. **Governing Law and Forum for Disputes.** This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Yadkin County, North Carolina, unless it is properly filed in Federal Court, in which case it must be filed in the Federal District Court for the Middle District of North Carolina.

12. **Severance Clause.** If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

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

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

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

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

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

THE COUNTY

Yadkin County
2051 Agricultural Way
Suite 207
Yadkinville, NC 27055
Jason Walker
336-466-1003

THE PROVIDER

Don Adams Grading
2400 Union Cross Church Road
Yadkinville, NC 27055
Don Adams
336-961-2237

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

19. **Exhibits.** To the extent of a conflict between the above language of this Agreement and any attachments, the above language of this Agreement will control.

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

THE COUNTY

THE PROVIDER

BY: _____

BY: Don Adams

Name: Lisa Hughes

Name: Don Adams

Title: County Manager

Title: President

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



Digitally signed by Lindsey Cearlock
DN: cn=Lindsey Cearlock, o=Yadkin County, ou=Finance
Department, email=lcearlock@yadkincountync.gov, c=US
Date: 2020.05.11 16:13:26 -0400

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.)

Don Adams Grading (contractor) will provide all labor and materials needed in order to top dress existing gravel drive at 2513 Ireland Road with 4in of ABC stone, compacted with a smooth drum roller. Drive begins at Ireland Rd and will stop at existing gravel drive past the double gate. Road is on average 18 ft wide. Road is approximately 900 ft long. Crown trail for positive drainage. Contractor will install any culverts and ditches as needed. Contractor will be responsible for vegetation and straw mulching disturbed areas. Contractor will follow all state, local, and federal regulations. Contractor will provide a 1 year warranty on all work performed.

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Finance Office / Lindsey Cearlock

Request:

To approve the Thompson, Price, Scott, Adams & Co Contract for annual audit as required by the State Auditors Office.

Background:(Justification for request, please be specific)

The North Carolina State Auditor's Office has requires an annual audit.

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 is to not exceed \$53,000, this rate remains flat. We have not incurred a rate increase since we began using Thompson, Price, Scott, Adams. Starting this fiscal year the finance staff will be heavily involved in creating the CAFR (Comprehensive Annual Financial Report) due to the Yellow Book standards, with the expectation the finance staff will be completing it in house starting FY21.

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

Make a motion to...

To approve the Thompson, Price, Scott, Adams & Co Contract, pending completion of the contract control form review process.

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Administration- 4/23/2020- Drew Hinkle

Request:

approve the resolution accepting funding from the NCDEQ for the Merger/Regionalization Feasibility Grant

Background:(Justification for request, please be specific)

Yadkin County was awarded \$50,000 for the Merger/Regionalization Feasibility Grant through the North Carolina Department of Environmental Quality. This resolution is required to be passed by the Board of Commissioners prior to funds being disbursed. The resolution includes accepting the grant funds, paying a grant fee, adhering to NCDEQ conditions and naming County Manager Hughes as a designee to execute required documents.

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

A one time payment of \$750 (1.5% total of the grant) is required to NCDEQ- Division of Water Infrastructure for the closing fee for the grant.

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

Make a motion to...

adopt the resolution Accepting Funding from the North Carolina Department of Environmental Quality for the Merger/Regionalization Feasibility Grant.



Yadkin County

PO Box 220
Yadkinville, NC 27055
www.yadkincountync.gov

RESOLUTION BY THE YADKIN COUNTY BOARD OF COMMISSIONERS ACCEPTING FUNDING FROM THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY FOR THE MERGER/REGIONALIZATION FEASIBILITY GRANT

WHEREAS, the North Carolina General Statutes Chapter 159G has created Merger/Regionalization Feasibility grants to assist eligible unites of government with meeting their water infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered a State Reserve Grant in the amount of \$50,000 to perform a merger/regionalization feasibility study, and

WHEREAS, Yadkin County intends to perform said project in accordance with the agreed scope of work;

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

That Yadkin County does hereby accept the State Reserve grant offer of \$50,000.

That Yadkin County will pay the grant closing fee of \$750 (1.5 percent the total of the grant) to the North Carolina Department of Environmental Quality- Division of Water Infrastructure.

That Yadkin County does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That County Manager Lisa Hughes, and successors so titled, is hereby authorized and directed to furnish such information as appropriate State agency may request in connection with such application or the project; to make assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this ____ day of _____, 2020, in Yadkinville, North Carolina.

Signed: _____
Chairman, Yadkin County Board of County
Commissioners

Date: _____

Signed: _____
Clerk, Yadkin County Board of County
Commissioners

Date: _____

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Central Permitting/ 5-7-2020 / Dawn Vallieres

Request:

To set a public hearing to consider conditional rezoning of a parcel at 4448 Union Hill Road PIN# 596100433183 from Rural Agricultural(RA) to Community Business (CB).

Background:(Justification for request, please be specific)

On February 28, 2020 Adam Gray Lane submitted an application for a rezoning of PIN# 596100433183 from Rural Agricultural(RA) to Manufacturing Industrial 2 -Conditional (MI2-C). The Planning Board met on Monday March 9, 2020 and voted to recommend favorably by a 5-0 vote.

On Monday April 27,2020 the Planning Board met to reconsider the application for rezoning of PIN# 596100433183 from Rural Agricultural(RA) to Community Business(CB), and voted to recommend favorably on approval of the rezoning by a 5-0 vote.

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

The only budgetary effect is the cost of advertising in the newspaper, which is included in Central Permitting's current budget line item for advertising.

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

Make a motion to...

Set a public hearing for June 15, 2020 at 7:00 PM to consider rezoning PIN# 596100433183 from Rural Agricultural(RA) to Community Business(CB).



April 27, 2020

YADKIN COUNTY PLANNING BOARD

Statement of Zoning Consistency and Reasonableness pursuant to G.S. 153A-341

Re: Proposed Rezoning of approximately 5.8 acres, being Parcel Identification Number (PIN) #596100433183, located at 4448 Union Hill Road in East Bend, from the Rural Agriculture (RA) District to the Community Business (CB) District.

We, the Planning Board of Yadkin County, find the above referenced proposal for rezoning to be consistent with the development principles and guidelines for Community Business as stated in **Section 7 (page 26)** of the 2011 Yadkin County Land Use Plan, in that it accommodates businesses that cater to the immediate community. While it is desired that Community Business Districts be located at intersections of collector and arterial roads, the Future Land Use Plan (page 26) recognizes that *"A large number of properties that are generally small in overall area are currently zoned CB Community Business in nearly all parts of the County. Some of the properties zoned CB are located on major thoroughfares such as NC 67, but the vast majority are located on minor collector and arterial roads."*

We therefore consider the proposed rezoning to be reasonable and in the public interest.

Signed:

A handwritten signature in black ink, which appears to read "Claude Dean Swain".

Chairman, Yadkin County Planning Board

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Human Services Agency / 4/30/20 / Kim Harrell

Request:

This request is for the Yadkin County Board of Commissioners to review, approve and adopt the 2020/2021 Yadkin County Board of Health handbook.

Background:(Justification for request, please be specific)

The accreditation standards for North Carolina Public Health require that the Board of Health review, approve and adopt their Board of Health handbook on an annual basis. In February of 2013 the Yadkin County Board of County Commissioners assumed the role of the Board of Health. reaccreditation benchmark 36.1

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

N/A

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

Make a motion to...

Make a motion for the Board of County Commissioners to adopt the 2020/2021 Yadkin County Board of Health handbook.

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Administration / 05-12-20

Request:

Approve Self-Insurance Fund Budget Amendment.

Background:(Justification for request, please be specific)

Additional funds are needed to pay the Blue Cross Blue Shield claims for the remainder of of the 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)

The necessary Budget Amendment is attached. It appropriates \$500,000.00 from the Self Insurance Funds Appropriated Fund Balance and puts in the Insurance Claims line for expenditure.

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

Make a motion to...

approve the attached budget amendment as presented.

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Emergency Services / April 29, 2020 / Ricky Leonard

Request:

Approval for the following fireworks displays: Jonesville Jubilee, East Bend God and Country, Alpha and Omega Corn Maze, and Town of Yadkinville. The dates are to be determined.

Background:(Justification for request, please be specific)

NCGS 14-410 and 14-413 authorize the Board of County Commissioners to approve permits for firework displays in connection with concerts or public exhibitions, such as fairs, carnivals and shows of all descriptions and public celebrations. The Jonesville Jubilee, East Bend God and Country, Alpha and Omega Corn Maze and the Town of Yadkinville usually submitted applications for permitted firework displays to take place in June/July. COVID-19 has created instability with them confirming dates for their events and the permit application requires a date for the event. To provide them some flexibility, we are requesting that the Board of Commissioners authorize the Fire Marshal to approve the permits as long as they comply with NCGS and notify the Board of the date of the event.

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

No financial impact.

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

Make a motion to...

authorize the Fire Marshal to approve firework display permits through December 31, 2020 as long as they comply with NCGS 14-413 and that he notifies the Board of the permit approval prior to the event.

Calendar **Notes:**

- 1) May 20, 2020 – Virtual County Assembly Day will be held online from 9:30am to 12:00pm.
- 2) May 25, 2020 – County Offices Closed for Memorial Day.

Manager's Budget Amendments

& Contracts

No Action Required

County Manager Fund Transfers

| Department | Purpose |
|---|---|
| Human Services/Health Ed Smart Start Fuel (30) Smart Start Travel (59) Smart Start Supplies & Materials 89 | Transfer of funds needed for supplies due to COVID-19 travel restrictions. |
| Finance Professional Services (5) Vehicle Lease 5 | Transfer of funds needed to cover the vehicle lease costs for the remainder of the fiscal year. |
| Water Water Expense (720) Vehicle Lease 720 | Transfer of funds needed to cover the vehicle lease costs for the remainder of the fiscal year. |
| Human Services/WIC Nutrition Supplies/Materials (64) Contracted Services (202) Equipmet <\$5000 (85) Client Services Supplies/Materials 351 | Transfer of funds needed for WIC approved purchases. |
| Elections Elections Part-Time (157) Elections Insurance & Bonding (50) Elections Supplies (132) Elections Registrars 339 | Transfer of funds needed for Elections Registrars/Judges. |
| Water Water Expense (300) Uniforms 300 | Transfer of funds needed to cover the uniform costs for the remainder of the fiscal year. |
| Human Services/DSS Foster Childrens Fund (4,000) Equipment 4,000 | Transfer of funds needed to purchase scanners for the front window and Administration unit. |
| Emergency Services/EMS Contracted Services (4,500) Vehicle Maintenance 4,500 | Transfer of funds needed to repair front line ambulances. |
| Tax Office Contracted Services (2,000) Postage 2,000 | Transfer of funds needed to cover the postage costs for the remainder of the fiscal year. |
| Emergency Services/EMS Contracted Services (33) Lease Agreements 33 | Transfer of funds needed to cover expenses for the remainder of the fiscal year. |

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Administration / 5-08-2020

Request:

Re-appointments to the Juvenile Crime Prevention Council.

Background:(Justification for request, please be specific)

NCGS 143B-846 authorizes the Board of Commissioners to create a local Juvenile Crime Prevention Council and to receive state funding for juvenile court services and delinquency prevention programs. The Council shall not consist of more than 26 members. The JCPC has requested the following ten members be reappointed for two-year terms: Tina Love, Leigh Bricker, Scott Perry, Marcy Mays, Suzanne Kelly, Bobby Todd, Jessica Wall, Tracy Milholand, Amber Waddell, and Amie Rose.

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

N/A

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

Make a motion to...

reappoint Tina Love, Leigh Bricker, Scott Perry, Marcy Mays, Suzanne Kelly, Bobby Todd, Jessica Wall, Tracy Milholand, Amber Waddell, and Amie Rose to serve 2-year terms on the Yadkin County Juvenile Crime Prevention Council.

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Administration / 5-08-2020

Request:

Appointments to Partners Behavioral Health Management Board.

Background:(Justification for request, please be specific)

Commissioner Frank Zachary currently serves on the Partners Behavioral Health Management Board. His term expires 6/30/2020. He has served an initial term and two full 3 year terms so at least a 1 year lapse period is needed before he could be appointed to serve again. The Board has been asked to appoint someone to serve on the Partners Behavioral Health Management Board. The term is 3 years.

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

N/A

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

Make a motion to...

appoint _____ to serve a 3 year term on the Partners Behavioral Health Management Board, effective July 1, 2020 through June 30, 2023.

YADKIN COUNTY AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Administration / Tanya Gentry

Request:

Reppoint ETJ Member for the Town of Yadkinville.

Background:(Justification for request, please be specific)

The Yadkin County Board of Commissioners appoints ETJ members to the Yadkinville, Boonville, and Jonesville Planning Boards and/or Boards of Adjustment.

The Town of Yadkinville has requested that Virgil Dodson be reappointed to serve as the ETJ Member on their combined Planning Board and Board of Adjustment.

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

NA.

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

Make a motion to...

reappoint Virgil Dodson to serve as an ETJ member on the Town of Yadkinville's combined Planning Board/Board of Adjustment.