YADKIN COUNTY BOARD OF COMMISSIONERS  
NOTICE OF MEETING

Yadkin County Human Services Building  
217 East Willow Street, Yadkinville, NC 27055  
Monday, June 6, 2022  
9:00am  
AGENDA

“The Yadkin County Board of Commissioners asks its members and citizens to conduct themselves in a respectful, courteous manner, both with the Board and fellow citizens. At any time, should any member of the Board or any citizen fail to observe this public charge, the Chairman will ask the offending person to leave the meeting until that individual regains personal control. Should decorum fail to be restored, the Chairman will recess the meeting until such time that a genuine commitment to the public charge is observed. As a courtesy to others, please turn off cell phones during the meeting.”

<table>
<thead>
<tr>
<th>NO.</th>
<th>TIME</th>
<th>ITEM</th>
<th>PRESENTER</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.</td>
<td></td>
<td>Invocation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>II.</td>
<td>9:00am</td>
<td>Call to Order</td>
<td>Chairman Austin</td>
<td></td>
</tr>
<tr>
<td>III.</td>
<td>9:01am</td>
<td>Pledge of Allegiance</td>
<td>Chairman Austin</td>
<td></td>
</tr>
<tr>
<td>IV.</td>
<td>9:05am</td>
<td>Adjustments/Adoption of Agenda</td>
<td>The Board</td>
<td></td>
</tr>
<tr>
<td>V.</td>
<td>9:10am</td>
<td>Public Comments</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Special Note:</strong> The public is asked to limit comments to no more than 5 minutes. Comments must be made in a civil and calm manner. There is a limit of no more than 2 speakers “for” and 2 speakers “against” any particular issue, but the issue must relate to matters that are within the authority or jurisdiction of the Board of Commissioners. Comments must be made to the Board as a whole and not towards Commissioners individually. Any issue requiring an actual vote of the Board may not be considered, at the earliest, until the next Regular Meeting. Finally, the Board may vote to amend these rules under unique circumstances.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VI.</td>
<td>9:15am</td>
<td>Approval of Minutes:</td>
<td>The Board</td>
<td>5-12</td>
</tr>
<tr>
<td></td>
<td></td>
<td>May 16, 2022 – Regular Session</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>May 16, 2022 – Closed Session</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VII.</td>
<td>9:20am</td>
<td>Reports/Requests of the Board:</td>
<td>Jessica Wall</td>
<td>15-17</td>
</tr>
<tr>
<td>VIII.</td>
<td>9:25am</td>
<td>Consent Agenda:</td>
<td></td>
<td>18-24</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) Animal Shelter/Donations.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
b) Human Services/Salaries & Fringe.
c) Sheriff’s Office/Expenses.
d) Solid Waste/Salary & Fringe.
e) Tax/Charges & Service Fees.

2) Approve Yadkin County Energy Programs Outreach Plan.
3) Approve Capital Improvement Plan.
5) Approve Town of Yadkinville Lease Amendment for Water & Sewer Lines.
6) Approve East Bend’s God & Country Celebration Fireworks Display Permit.

** 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#’s 4877857308, 4877853418, & 4877855820 from RA to RR.

IX. 9:30am

Public Hearing/Action to Set Public Hearing:

I) Set a Public Hearing to Consider Rezoning PIN#’s 4877857308, 4877853418, & 4877855820 from RA to RR.

County Manager, Lisa Hughes

X. 9:35am

Board Action:

1) Create Public Health Nurse II Position for Communicable Disease Response.
2) Approve Budget Amendment for Vehicles.
3) Approve Payment of Prior Year Inmate Medical Invoices.
4) Approve Sheriff’s Office Signature Authorization Changes.
5) Approve Schnabel Engineering Contract for Assessment Services.

County Manager, Lisa Hughes

XI. 10:00am

Calendar Notes:

1) June 14, 2022 – County Assembly Day.
2) June 16, 2022 - Special Meeting for Budget Public Hearings in the Board of Commissioners Room at 7:00pm.
4) July 5, 2022 – The Board of Commissioners Meeting was Canceled.

XII. 10:05am

Manager’s Reports / Board Action:

1) Budget Amendment for School Capital Needs Funding.
2) Commit Funds to the County Capital Committed Fund Balance.

XIII. 10:20am **Manager’s Budget Amendments & Contracts / No Action Required:**

   1) Human Services Funds Transfer ($3,778).
   2) Central Permitting Funds Transfer ($750).
   3) Human Services/DSS Funds Transfer ($2,000).
   4) Human Services/DSS Funds Transfer (3,200).
   5) Human Services/Environmental Health Funds Transfer ($1,800).
   6) Soil & Water Funds Transfer ($495).
   7) Governing Body Funds Transfer ($85).
   8) Hospital Funds Transfer ($900).
   9) Human Services Funds Transfer ($1,500).
  10) Human Services WIC Funds Transfer ($4,875).
  11) Non-Departmental Funds Transfer ($1,300).
  12) Veterans Services Funds Transfer ($800).
  13) Hugh Chatham Memorial Hospital Contract for X-Ray Services.
  14) Yadkin Valley Telephone Contract for Work at Memorial Park.

XIV. 10:25am **Board Vacancies/Appointments:**

   1) There are Three Vacancies on the Joint Nursing Home Adult Care Home Advisory Committee.
   2) Reappointments to Human Services Advisory Committee.
   3) Appointment to Town of Jonesville ETJ.
   4) Appointment to Aging Planning Committee.

XV. 10:40am **Commissioner Comments**

   (Commissioner Hemric went first last time)

XVI. 10:45am **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 336-679-4200 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:
Human Services Agency / 05/19/2022 / Jessica Wall for 06/006/2022 meeting

Request:
To present the 2021 Community Child Protection Team/Child Fatality Prevention Team report to the Yadkin County Board of Commissioners/Board of Health

Background: (Justification for request, please be specific)
Per policy we are required to present the annual report of CCPT/CFPT to the Board of County Commissioners. A copy also has to be submitted to the state contact for CCPT and CFPT.

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...
N/A
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:** Animal Shelter  
**DEPARTMENT HEAD SIGNATURE:** Jason Roels  
**DATE:** 5/26/2022

<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>Donations</td>
<td>104438044139</td>
<td>0</td>
<td>5997</td>
<td>5997</td>
</tr>
<tr>
<td>Buildings/Grounds Maintenance</td>
<td>105438053010</td>
<td>7851</td>
<td>5997</td>
<td>13848</td>
</tr>
</tbody>
</table>

**EXPLANATION:** Transferring funds from revenue to expenditure line so the funds may be spent this FY.

---

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:** HSA/HEALTH  
**DEPARTMENT HEAD SIGNATURE:** Jessica O. Wall, MPH  
**DATE:** 05/19/2022

<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>Child Health Salaries/Wages</td>
<td>1055160-51010</td>
<td>62,532</td>
<td>(10,000)</td>
<td>52,532</td>
</tr>
<tr>
<td>Child Health Social Security</td>
<td>1055160-51300</td>
<td>4190</td>
<td>(1000)</td>
<td>4090</td>
</tr>
<tr>
<td>Child Health Medicare</td>
<td>1055160-51310</td>
<td>980</td>
<td>(150)</td>
<td>830</td>
</tr>
<tr>
<td>Child Health Retirement</td>
<td>1055160-51330</td>
<td>7780</td>
<td>(1700)</td>
<td>6080</td>
</tr>
<tr>
<td>Immunization Salaries/Wages</td>
<td>1055162-51010</td>
<td>55,575</td>
<td>(30,000)</td>
<td>25,575</td>
</tr>
<tr>
<td>Immunization Social Security</td>
<td>1055162-51300</td>
<td>3460</td>
<td>(2000)</td>
<td>1460</td>
</tr>
<tr>
<td>Immunization Medicare</td>
<td>1055162-51310</td>
<td>810</td>
<td>(450)</td>
<td>360</td>
</tr>
<tr>
<td>Immunization Retirement</td>
<td>1055162-51330</td>
<td>6425</td>
<td>(2300)</td>
<td>4125</td>
</tr>
<tr>
<td>Maternal Health Salaries/Wages</td>
<td>1055163-51010</td>
<td>38,200</td>
<td>(5000)</td>
<td>33,200</td>
</tr>
<tr>
<td>Maternal Health Social Security</td>
<td>1055163-51300</td>
<td>2550</td>
<td>(500)</td>
<td>2050</td>
</tr>
<tr>
<td>Maternal Health Medicare</td>
<td>1055163-51310</td>
<td>600</td>
<td>(100)</td>
<td>500</td>
</tr>
<tr>
<td>Maternal Health Retirement</td>
<td>1055163-51330</td>
<td>4735</td>
<td>(1000)</td>
<td>3735</td>
</tr>
</tbody>
</table>

**EXPLANATION:** Moving monies to Health Admin. Salary/Fringe for the remainder of the FY and to cover Premium Pay.

---

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

**Chairman**
**DEPARTMENT:** HSA/HEALTH  
**DEPARTMENT HEAD SIGNATURE:** Jessica O. Wall, MPH  
**DATE:** 05/19/2022

<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>Family Planning Salaries/Wages</td>
<td>1055164-51010</td>
<td>60,180</td>
<td>(5320)</td>
<td>54,860</td>
</tr>
<tr>
<td>Family Planning Social Security</td>
<td>1055164-51300</td>
<td>3825</td>
<td>(140)</td>
<td>3685</td>
</tr>
<tr>
<td>Family Planning Medicare</td>
<td>1055164-51310</td>
<td>900</td>
<td>(50)</td>
<td>850</td>
</tr>
<tr>
<td>Family Planning Retirement</td>
<td>1055164-51330</td>
<td>7105</td>
<td>(300)</td>
<td>6805</td>
</tr>
<tr>
<td>Health Admin. Salaries/Wages</td>
<td>1055110-51010</td>
<td>205,630</td>
<td>50,320</td>
<td>255,950</td>
</tr>
<tr>
<td>Health Admin. Social Security</td>
<td>1055110-51300</td>
<td>12,740</td>
<td>3640</td>
<td>16,380</td>
</tr>
<tr>
<td>Health Admin. Medicare</td>
<td>1055110-51310</td>
<td>2980</td>
<td>750</td>
<td>3730</td>
</tr>
<tr>
<td>Health Admin. Retirement</td>
<td>1055110-51330</td>
<td>22,600</td>
<td>5300</td>
<td>27,900</td>
</tr>
</tbody>
</table>

**EXPLANATION:** Moving monies to Health Admin. Salary and Fringe for the remainder of the FY and to cover Premium Pay.
# 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: [Signature]

DATE: 5/27/2022

<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 Donation</td>
<td>1044310-44139</td>
<td>-</td>
<td>3,010</td>
<td>3,010</td>
</tr>
<tr>
<td>Sheriff Professional Services</td>
<td>1054310-51500</td>
<td>14,900</td>
<td>(4,000)</td>
<td>10,900</td>
</tr>
<tr>
<td>Sheriff Drug Buy Money</td>
<td>1054310-52042</td>
<td>18,000</td>
<td>(9,000)</td>
<td>9,000</td>
</tr>
<tr>
<td>Sheriff Telephone</td>
<td>1054310-54200</td>
<td>28,000</td>
<td>8,000</td>
<td>36,000</td>
</tr>
<tr>
<td>Sheriff Prevention &amp; Education</td>
<td>1054310-52065</td>
<td>2,480</td>
<td>3,010</td>
<td>5,490</td>
</tr>
<tr>
<td>Sheriff Travel and Training</td>
<td>1054310-54010</td>
<td>10,000</td>
<td>1,000</td>
<td>11,000</td>
</tr>
<tr>
<td>Sheriff Departmental Supplies</td>
<td>1054310-54250</td>
<td>13,700</td>
<td>4,000</td>
<td>17,700</td>
</tr>
</tbody>
</table>

**EXPLANATION:** Need additional funds for remainder of FY2022 for Telephone and Travel and Training lines. Moving donated funds to prevention and education.

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**

<table>
<thead>
<tr>
<th>DEPARTMENT:</th>
<th>Solid Waste</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE:</td>
<td>5/27/2022</td>
</tr>
</tbody>
</table>

<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>Metal Recycling</td>
<td>6044770-42434</td>
<td>20,000</td>
<td>14,515</td>
<td>34,515</td>
</tr>
<tr>
<td>Equipment Maintenance</td>
<td>6054710-53020</td>
<td>10,000</td>
<td>(3,495)</td>
<td>6,505</td>
</tr>
<tr>
<td>Buildings/Grounds</td>
<td>6054710-53010</td>
<td>24,129</td>
<td>(4,105)</td>
<td>20,024</td>
</tr>
<tr>
<td>Solid Waste Part Time Salary</td>
<td>6054710-51030</td>
<td>83,500</td>
<td>(1,755)</td>
<td>81,745</td>
</tr>
<tr>
<td>Solid Waste Full Time Salary</td>
<td>6054710-51010</td>
<td>125,285</td>
<td>21,770</td>
<td>147,055</td>
</tr>
<tr>
<td>Solid Waste Retirement</td>
<td>6054710-51330</td>
<td>21,180</td>
<td>2,100</td>
<td>23,280</td>
</tr>
</tbody>
</table>

**EXPLANATION:** Need additional funds in Salary and Retirement for remainder of FY2022

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: Tax

DEPARTMENT HEAD SIGNATURE: Lindsey Cearlock

DATE: 5/27/2022

<table>
<thead>
<tr>
<th>LINE ITEM</th>
<th>ACCOUNT NUMBER</th>
<th>REVISED BUDGET</th>
<th>INCREASE (DECREASE)</th>
<th>NEW BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non Departmental Medicaid Hold Harmless</td>
<td>1044000-48213</td>
<td>650,000</td>
<td>30,000</td>
<td>680,000</td>
</tr>
<tr>
<td>Tax charges and service Fees</td>
<td>1054140-52025</td>
<td>95,000</td>
<td>30,000</td>
<td>125,000</td>
</tr>
</tbody>
</table>

EXPLANATION: Need additional funds for remainder of FY2022

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

Chairman
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Human Services - 5/24/2022 - Jessica Wall - 6/6/2022 meeting

Request:
To approve and sign the Yadkin County Energy Programs Outreach Plan (attached).

Background: (Justification for request, please be specific)
The Low Income Home Energy Assistance Program (LIHEAP) is a federally funded block grant program that is comprised of three different programs - Crisis Intervention Program (CIP), Low Income Energy Assistance Program (LIEAP) and Weatherization. There are also non-Federal Crisis Intervention Programs- Energy Neighbor, Share the Warmth, Wake Electric Round Up, and Helping Each Member Cope. To maximize the success of this program, outreach to county residents through key community partner stakeholders, each county department of social services is required to develop and implement an Energy Program Outreach Plan (EPOP).

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…
Approve the Yadkin County Energy Programs Outreach Plan, including signature of the Board Chair and it's submission.
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Administration / May 31, 2022 / Lisa L. Hughes

Request:
Review and consider adoption of the County's 5-year Capital Improvement Plan.

Background: (Justification for request, please be specific)
This plan is a working document as we identify the capital needs within the County organization and our facilities. The first year is adopted with the fiscal year budget and the remaining four (4) years as the plan. In the past, the County has adopted a 10-year CIP, but with supply issues and uncertainty of capital items, this year's is reduced to a 5-year CIP.

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 projects included in the first year of the plan are included in the FY2023 Recommended Budget.

Motion: (Please type a recommended motion for Board consideration)
Make a motion to…
approve the County's Five-Year Capital Improvement Plan.
<table>
<thead>
<tr>
<th>Department</th>
<th>Project</th>
<th>Type</th>
<th>Total Expense</th>
<th>22-23</th>
<th>23-24</th>
<th>24-25</th>
<th>25-26</th>
<th>26-27</th>
</tr>
</thead>
<tbody>
<tr>
<td>Animal Shelter</td>
<td>Generator</td>
<td>New</td>
<td>$ 10,000</td>
<td>$ 10,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td>Pave parking lot</td>
<td>Improvement</td>
<td>$ 40,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 40,000</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td>Powder Coat Fence</td>
<td>Improvement</td>
<td>$ 3,500</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 3,500</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td>Office Floors</td>
<td>Improvement</td>
<td>$ 5,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 5,000</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td>Shelter Sign</td>
<td>New</td>
<td>$ 3,500</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 3,500</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Central Permitting</td>
<td>Vehicle- new position</td>
<td>Lease</td>
<td>$ 10,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 10,000</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Emergency Services</td>
<td>Ambulance</td>
<td>Replacement</td>
<td>$ 1,375,000</td>
<td>$ 250,000</td>
<td>$ 225,000</td>
<td>$ 440,000</td>
<td>$ 230,000</td>
<td>$ 230,000</td>
</tr>
<tr>
<td></td>
<td>FM Turnout Gear</td>
<td>Replacement</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 4,000</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td>Outposts</td>
<td>Replacement</td>
<td>$ 800,000</td>
<td>$ 800,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td>Outpost Upgrades</td>
<td>Improvements</td>
<td>$ -</td>
<td>$ 5,000</td>
<td>$ 5,000</td>
<td>$ 1,000</td>
<td>$ 1,000</td>
<td>$ 1,000</td>
</tr>
<tr>
<td></td>
<td>Radio Replacements</td>
<td>Replacement</td>
<td>$ -</td>
<td>$ 3,000</td>
<td>$ 3,000</td>
<td>$ 3,000</td>
<td>$ 3,000</td>
<td>$ 3,000</td>
</tr>
<tr>
<td>Information</td>
<td>Firewall Replacement with remotes</td>
<td>Hardware</td>
<td>$ 50,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 50,000</td>
</tr>
<tr>
<td>Technology</td>
<td>Meraki Network Switch Upgrades</td>
<td>Hardware</td>
<td>$ 150,000</td>
<td>$ 30,000</td>
<td>$ 30,000</td>
<td>$ 30,000</td>
<td>$ 30,000</td>
<td>$ 30,000</td>
</tr>
<tr>
<td></td>
<td>Physical server replacements</td>
<td>Hardware</td>
<td>$ 15,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 15,000</td>
</tr>
<tr>
<td></td>
<td>NetApp Upgrades</td>
<td>Upgrades</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td>Security Camera System Upgrades</td>
<td>Hardware</td>
<td>$ 20,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 20,000</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td>Desktop PC's/Laptops</td>
<td>Hardware</td>
<td>$ 75,000</td>
<td>$ 25,000</td>
<td>$ 20,000</td>
<td>$ 10,000</td>
<td>$ 10,000</td>
<td>$ 10,000</td>
</tr>
<tr>
<td></td>
<td>GIS &amp; Tax Plotters</td>
<td>Hardware</td>
<td>$ 30,000</td>
<td>$ -</td>
<td>$ 15,000</td>
<td>$ 15,000</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td>MDT's</td>
<td>Hardware</td>
<td>$ 61,500</td>
<td>$ 18,000</td>
<td>$ 18,000</td>
<td>$ 8,500</td>
<td>$ 8,500</td>
<td>$ 8,500</td>
</tr>
<tr>
<td>Parks and</td>
<td>Ball Field Repair</td>
<td>Improvements</td>
<td>$ 25,000</td>
<td>$ -</td>
<td>$ 15,000</td>
<td>$ 10,000</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Recreation</td>
<td>Concession stand (at new ballfield)</td>
<td>New</td>
<td>$ 55,000</td>
<td>$ -</td>
<td>$ 55,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td>Dip sediment from Lake Hampton</td>
<td>Maintenance</td>
<td>$ 50,000</td>
<td>$ -</td>
<td>$ 25,000</td>
<td>$ -</td>
<td>$ 25,000</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td>Fence for pool</td>
<td>Improvements</td>
<td>$ 15,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 15,000</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td>Gator</td>
<td>New</td>
<td>$ 15,000</td>
<td>$ -</td>
<td>$ 15,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td>Lighting of Fields</td>
<td>Improvements</td>
<td>$ 275,000</td>
<td>$ 175,000</td>
<td>$ 100,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td>Motor Boat at Memorial Park</td>
<td>Replacement</td>
<td>$ 20,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 20,000</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Department</td>
<td>Project</td>
<td>Type</td>
<td>Total Expense</td>
<td>22-23</td>
<td>23-24</td>
<td>24-25</td>
<td>25-26</td>
<td>26-27</td>
</tr>
<tr>
<td>------------------------------</td>
<td>-------------------------------</td>
<td>---------------</td>
<td>---------------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
</tr>
<tr>
<td>Mower</td>
<td></td>
<td>Replacement</td>
<td>$32,500</td>
<td>$12,500</td>
<td>$ -</td>
<td>$10,000</td>
<td>$ -</td>
<td>$10,000</td>
</tr>
<tr>
<td>Parking lot at Memorial Park</td>
<td>Improvements</td>
<td></td>
<td>$25,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$25,000</td>
<td>$ -</td>
</tr>
<tr>
<td>Parking lot at Yadkin County Park</td>
<td>New</td>
<td></td>
<td>$50,000</td>
<td>$50,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Pave parking lots and road into park</td>
<td>Improvements</td>
<td></td>
<td>$31,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$31,000</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Phase III Memorial Park</td>
<td>New</td>
<td></td>
<td>$500,000</td>
<td>$ -</td>
<td>$500,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Pool lanes and holder</td>
<td>Improvements</td>
<td></td>
<td>$5,500</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$5,500</td>
</tr>
<tr>
<td>Reel mower to mow athletic fields</td>
<td>New</td>
<td></td>
<td>$15,000</td>
<td>$15,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Rental Boats</td>
<td>Replacement</td>
<td></td>
<td>$5,000</td>
<td>$ -</td>
<td>$5,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Re-plaster pool</td>
<td>Improvements</td>
<td></td>
<td>$60,000</td>
<td>$ -</td>
<td>$25,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$35,000</td>
</tr>
<tr>
<td>Restoration of Barn</td>
<td>Improvements</td>
<td></td>
<td>$35,000</td>
<td>$ -</td>
<td>$35,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Restoration of House</td>
<td>Improvements</td>
<td></td>
<td>$100,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$100,000</td>
<td>$ -</td>
</tr>
<tr>
<td>Soccer goals</td>
<td>Replacement</td>
<td></td>
<td>$45,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$45,000</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Tractor</td>
<td>Replacement</td>
<td></td>
<td>$60,000</td>
<td>$ -</td>
<td>$30,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$30,000</td>
</tr>
<tr>
<td>Truck</td>
<td>Replacement</td>
<td></td>
<td>$50,000</td>
<td>$50,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Yadkin County Park</td>
<td>Improvements</td>
<td></td>
<td>$22,500</td>
<td>$22,500</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Public Buildings</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building Improvements</td>
<td>Improvements</td>
<td></td>
<td>$125,000</td>
<td>$5,000</td>
<td>$30,000</td>
<td>$30,000</td>
<td>$30,000</td>
<td>$30,000</td>
</tr>
<tr>
<td>HVAC Replacements</td>
<td>Replacement</td>
<td></td>
<td>$210,000</td>
<td>$10,000</td>
<td>$50,000</td>
<td>$50,000</td>
<td>$50,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>Parking Lot Improvements</td>
<td>Improvements</td>
<td></td>
<td>$200,000</td>
<td>$ -</td>
<td>$50,000</td>
<td>$50,000</td>
<td>$50,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>Roof Replacements</td>
<td>Replacement</td>
<td></td>
<td>$140,000</td>
<td>$20,000</td>
<td>$30,000</td>
<td>$30,000</td>
<td>$30,000</td>
<td>$30,000</td>
</tr>
<tr>
<td>Sheriff's Office</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detention Center SWC Hardware</td>
<td>Replacement</td>
<td></td>
<td>$90,000</td>
<td>$ -</td>
<td>$90,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Evidence Garage HVAC</td>
<td>New</td>
<td></td>
<td>$5,000</td>
<td>$5,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Radio Upgrade to Viper</td>
<td>Replacement</td>
<td></td>
<td>$1,500,000</td>
<td>$ -</td>
<td>$1,000,000</td>
<td>$500,000</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Generator (Old Jail &amp; Communications)</td>
<td>Replacement</td>
<td></td>
<td>$60,000</td>
<td>$60,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Patrol Vehicles (5 per year)</td>
<td>Replacement</td>
<td></td>
<td>$1,580,000</td>
<td>$200,000</td>
<td>$185,000</td>
<td>$190,000</td>
<td>$195,000</td>
<td>$200,000</td>
</tr>
<tr>
<td>Soil &amp; Water</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No Till Drill</td>
<td>Replacement</td>
<td></td>
<td>$45,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$22,500</td>
<td>$ -</td>
<td>$22,500</td>
</tr>
<tr>
<td>Tractor Tires</td>
<td>Replacement</td>
<td></td>
<td>$5,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$5,000</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Watershed Program Structures</td>
<td>Improvements</td>
<td></td>
<td>$986,575</td>
<td>$60,000</td>
<td>$199,650</td>
<td>$219,615</td>
<td>$241,576</td>
<td>$265,734</td>
</tr>
<tr>
<td>Vehicles</td>
<td>Replacement</td>
<td></td>
<td>$400,000</td>
<td>$ -</td>
<td>$100,000</td>
<td>$100,000</td>
<td>$100,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>Department</td>
<td>Project</td>
<td>Type</td>
<td>Total Expense</td>
<td>22-23</td>
<td>23-24</td>
<td>24-25</td>
<td>25-26</td>
<td>26-27</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>----------------------------------------</td>
<td>------------</td>
<td>---------------</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td></td>
<td>GENERAL FUND GRAND TOTAL</td>
<td></td>
<td>$ 9,486,575</td>
<td>$ 1,826,000</td>
<td>$ 2,881,650</td>
<td>$ 1,880,615</td>
<td>$ 1,194,076</td>
<td>$ 1,126,234</td>
</tr>
<tr>
<td>Solid Waste</td>
<td>Collection Site Renovations</td>
<td>Improvements</td>
<td>$ 23,000</td>
<td>$ 5,000</td>
<td>$ 5,000</td>
<td>$ 5,000</td>
<td>$ 5,000</td>
<td>$ 3,000</td>
</tr>
<tr>
<td></td>
<td>Equipment CAT Tracks</td>
<td>Improvements</td>
<td>$ 15,000</td>
<td></td>
<td>$ 15,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Replace/Repair Dumpsters</td>
<td>Replacement</td>
<td>$ 26,000</td>
<td>$ 6,000</td>
<td>$ 5,000</td>
<td>$ 5,000</td>
<td>$ 5,000</td>
<td>$ 5,000</td>
</tr>
<tr>
<td></td>
<td>Road Improvements</td>
<td>Improvements</td>
<td>$ 40,000</td>
<td></td>
<td>$ 20,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Scale House Renovations</td>
<td>Improvements</td>
<td>$ 802,000</td>
<td></td>
<td>$ 800,000</td>
<td></td>
<td>$ 2,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Collection Trucks</td>
<td>New</td>
<td>$ 450,000</td>
<td></td>
<td></td>
<td>$ 300,000</td>
<td>$ 150,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Scale</td>
<td>Improvements</td>
<td>$ 100,000</td>
<td></td>
<td>$ 100,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Transfer Station Floor Repair</td>
<td>Improvements</td>
<td>$ 5,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SOLID WASTE FUND GRAND TOTAL</td>
<td></td>
<td></td>
<td>$ 1,461,000</td>
<td>$ 11,000</td>
<td>$ 945,000</td>
<td>$ 312,000</td>
<td>$ 185,000</td>
<td>$ 8,000</td>
</tr>
<tr>
<td>Water &amp; Sewer</td>
<td>Brooks Crossroads Sewer</td>
<td>New</td>
<td>$ 3,500,000</td>
<td>$ 3,500,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lake Hampton Water Plant</td>
<td>New</td>
<td>$ 200,000</td>
<td></td>
<td></td>
<td></td>
<td>$ 100,000</td>
<td>$ 100,000</td>
</tr>
<tr>
<td></td>
<td>Waterline Repairs-hydrants, meters, et</td>
<td>Improvements</td>
<td>$ 25,000</td>
<td>$ 5,000</td>
<td>$ 5,000</td>
<td>$ 5,000</td>
<td>$ 5,000</td>
<td>$ 5,000</td>
</tr>
<tr>
<td>WATER &amp; SEWER FUND GRAND TOTAL</td>
<td></td>
<td></td>
<td>$ 3,725,000</td>
<td>$ 3,505,000</td>
<td>$ 5,000</td>
<td>$ 5,000</td>
<td>$ 105,000</td>
<td>$ 105,000</td>
</tr>
</tbody>
</table>
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Information Technology

Request:
Request approval for Wilkes Connections Inc to install, terminate, and test/label all network infrastructure in the old Ag/Coop building.

Background: (Justification for request, please be specific)
Wilkes Connections has performed numerous projects for Local Government, Municipal, and commercial agencies. All necessary network drops will be installed with CAT6 wiring, which will be terminated and tested at every end. The IT floor rack will be installed with a floor rack mounting kit and will include a latter rack for all cabling to rest. Patch panels will be configured and tested along with labeling that meets the State requested guidelines. Two network drops will be installed for wireless access points and all boxes will receive faceplates.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years’ budgets and increase/decrease from last fiscal year’s amount)
FY22-FY23 The total project cost will be $9,342.09. This cost, depending on completion, will be on FY22 or early FY23 budget.

Motion: (Please type a recommended motion for Board consideration)
Make a motion to…
approve the contract for Wilkes Connections Inc to install the network infrastructure in the old Ag/Coop building and authorize the County Manager to sign the contract.
**SECTION 1**

<table>
<thead>
<tr>
<th>DEPARTMENT: Information Technology</th>
<th>BUDGET CODE: 1059000-56552</th>
</tr>
</thead>
</table>

**VENDOR NAME:** Wilkes Connections, Inc  
**POC:** Gwyn Cleary  
**PHONE:** 336-670-3388

**VENDOR MAIL ADDRESS:** 573 Edledge Mill Rd

**TOWN, STATE AND ZIP:** North Wilkesboro, NC 28659  
**VENDOR ID:** 13077

**CONTRACT TERM:** 1 (# of years)  
**CONTRACT AMOUNT:** $9,342.09  
**MUNIS CONTRACT NO:**

**DEPARTMENT COMPLETES**

<table>
<thead>
<tr>
<th>DETAILS or QUESTIONS:</th>
<th>Department Head Signature</th>
<th>DEPARTMENT COMPLETES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Network Wiring for the old Ag/Cooperative Extension building at 209 E. Elm St.</td>
<td>5/27/2022</td>
<td></td>
</tr>
</tbody>
</table>

**SECTION 2 - COUNTY MANAGER REVIEW**

<table>
<thead>
<tr>
<th>MANAGER COMPLETES</th>
<th>County Manager’s Signature</th>
<th>MANAGER COMPLETES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5/31/2022</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>CLERK COMPLETES</th>
<th>LEGAL TASK ORDER #: 1647</th>
<th>CLERK COMPLETES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Wilkes Connections</td>
<td></td>
</tr>
</tbody>
</table>

**CLERK TO THE BOARD Signature**  
**DATE:** 5/31/2022

**SECTION 4 - Contract Control Form**

**ROUTE ORDER** I - ATTORNEY, II - INSURANCE, III - IT, IV - FINANCE, V - CLERK TO BOARD

<table>
<thead>
<tr>
<th>I. ATTORNEY</th>
<th>ATTORNEY SIGNATURE</th>
<th>DATE: 5/31/2022</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>II. INSURANCE</th>
<th>INSURANCE CONSULTANT SIGNATURE</th>
<th>DATE: 6/1/2022</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>III. INFORMATION TECHNOLOGY</th>
<th>IT DIRECTOR SIGNATURE</th>
<th>DATE: 6/1/2022</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>IV. FINANCE OFFICER</th>
<th>FINANCE OFFICER SIGNATURE</th>
<th>DATE: 6/1/2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NO</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| NOTES: | | |
|--------| | |

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

**DATE:** 6/1/2022

**V. CLERK TO BOARD**

<table>
<thead>
<tr>
<th>CLERK TO BOARD</th>
<th>CLERK TO BOARD Signature</th>
<th>DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**APPROVED BY THE BOC:** YES NO  
**DATE:**

**Document Fully Executed, Scanned and Posted on the County Website:** DATE:
YADKIN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

(Munis Contract Number) ______________

This Agreement is made and entered into this 27 day of May 2022 ("Effective Date") between Yadkin County, North Carolina ("County") and Wilkes Connections Inc ("Provider").

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

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

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

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

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

   X 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.**

   X The County shall pay the Provider $9,342.09 for all Services performed under this Agreement. The Provider will invoice the County for Services as they are performed, but no more frequently than monthly.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. **Compliance With Laws.** The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.
15. **Repair of Damages.** The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County’s property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

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

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

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

**THE COUNTY**

Yadkin County  
Steven Ratcliffe  
217 E. Willow St  
Yadkinville, NC 27055  
sratcliffe@yadkincountync.gov  
336-849-7700

**THE PROVIDER**

Wilkes Connections, Inc.  
H. Gwyn Cleary  
573 Elledge Mill Road  
North Wilkesboro, NC 28659  
gwyn@wilkesconnectionsinc.com  
336-262-3388

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

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

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

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

BY: __________________________
Name: ________________________
Title: _________________________

THE PROVIDER

BY: _________________
Name: __________________________
Title: ___________________________

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

Yadkin County Finance Officer

[Signature]
Lindsey Learlock
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.)

Complete network wiring for the old Ag/Coop building. This includes configuration of the state provided floor rack and all network infrastructure with non-plenum CAT6 wiring. Two wireless access point drops are included and everything is to be terminated, tested, and labeled.
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Administration / May 31, 2022 / Lisa L. Hughes

Request:
Approve a lease amendment with the Town of Yadkinville.

Background: (Justification for request, please be specific)
Beginning in FY2016, the County started leasing its Hwy 601 waterline and sewer lines to the Town of Yadkinville for $1.00 per year. The lease is for a three (3) year term and was renewed in 2018 for fiscal years 2019-2022. It is time to renew the lease for an additional three (3) 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)
The lease is for $1.00 per year and the Town retains all revenues and pays all expenditures, including repair/replacement costs up to $5,000. Any repairs/replacement costs greater than that are split equally between the County and the Town.

Motion: (Please type a recommended motion for Board consideration)
Make a motion to…
approve the lease amendment with the Town of Yadkinville for the County's Hwy 601 waterline and sewer lines for another three (3) year term.
YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

SECTION 1

DEPARTMENT: Administration

BUDGET CODE:

VENDOR NAME: Town of Yadkinville

POC: Mike Koser

PHONE: 336-679-8732

VENDOR MAIL ADDRESS: 213 South Van Buren Street

TOWN, STATE AND ZIP: Yadkinville, NC 27055

VENDOR ID:

CONTRACT TERM: _____ (# of years) CONTRACT AMOUNT: $______

MUNIS CONTRACT NO: ______

NEW CONTRACT

CONTRACT RENEWAL

AMENDMENT TO CONTRACT

DETAILS or QUESTIONS:

Agreement Lease Second Addendum

DEPARTMENT COMPLETES

Department Head Signature

Lisa Hughes

6/1/2022

SECTION 2 - COUNTY MANAGER REVIEW

MANAGER COMPLETES

County Manager’s Signature

Lisa Hughes

6/1/2022

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

CLERK COMPLETES

LEGAL TASK ORDER #: 1649

TITLE: Yadkinville

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: Edward Powell

DATE: 6/2/2022

II. INSURANCE

X No Insurance Required

Certificate attached and Approved

Hold contract pending receipt of certificate of insurance

Gov entity.

INSURANCE CONSULTANT SIGNATURE: UM Inland

DATE: 6/2/2022

III. INFORMATION TECHNOLOGY

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

IT DIRECTOR SIGNATURE: Steven Ratchiff

DATE: 6/2/2022

IV. FINANCE OFFICER

YES X 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 Learock

DATE: 6/2/2022

V. CLERK TO BOARD

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

APPROVED BY THE BOC YES X NO DATE: __________

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

CLERK SIGNATURE: ___________________ DATE: ____/____/____

46
AGREEMENT LEASE
SECOND ADDENDUM

THIS AGREEMENT ADDENDUM dated this 1st day of July, 2022

BETWEEN:

Town of Yadkinville

OF THE FIRST PART

- AND -

Yadkin County

OF THE SECOND PART

Background

A. Town of Yadkinville and Yadkin County (the parties) entered into the agreement dated July 1, 2016 for the purpose to establish the terms and conditions of the lease by the Town of Yadkinville of the Yadkin County Water Lines and the Yadkin County Sewer Lines from Yadkin County.

B. The parties desire to amend the Agreement on the terms and conditions set forth in this Lease Addendum.

C. The Agreement is the second addendum to the original July 1, 2016 agreement.

IN CONSIDERATION OF the parties agreeing to amend the existing Lease, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendment:

1. The Lease is amended as follows:

Lease is hereby amended by extending the terms of the lease to an additional three (3) years effective July 1, 2022 and expiring June 30, 2025.

No Other Change:

2. Except as otherwise expressly provided in this Lease, all of the terms and conditions of the Lease remain unchanged and in full force and effect.
IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on this 6th day of June, 2022 (Yadkin County) and 30th day of June 2022 (Town of Yadkinville).

TOWN OF YADKINVILLE

__________________________  TOWN SEAL
Mayor

__________________________
Town Clerk

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

__________________________
Town of Yadkinville's Finance Officer
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Emergency Services Fire Marshal / 6/3/2022 / Ricky Leonard

Request:
The approval of the Town of East Bend Fire Works Display Permit for the God & Country Celebration.

Background:(Justification for request, please be specific)
The town of East Bend traditionally has a fire works display at their annual God & Country Celebration the Saturday before the 4th of July. They are working with the same Pyrotechnic Operator as usual and this vendor meets all of the requirements as before.

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 has no financial effects on the county except for the Level III inspector that will have to do the pre-shoot inspection and be present during the display event.

Motion:(Please type a recommended motion for Board consideration)
Make a motion to…
To approve the Fire Works Display Permit for the Town of East Bend.
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Central Permitting / 05/31/2022 / Seth Harris

Request:
To schedule a public hearing for the rezoning of three parcels on Ireland Road, otherwise known as PIN# 4877857308, 4877853418, & 4877855820, from RA (Rural Agricultural) to RR (Restricted Residential).

Background:(Justification for request, please be specific)
On March 28, 2022, Jerry Bryant submitted an application to request the rezoning of three tracts, further known as PIN# 4877857308, 4877853418, & 4877855820, from RA (Rural Agricultural) to RR (Restricted Residential).

This parcel is located in a Rural Agricultural area of Yadkin County as described in the 2011 Yadkin County Land Use Plan. The Planning Board met on Monday, May 9th, 2022 and voted to deny recommendation of the request by a 5-0 vote.

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

Motion:(Please type a recommended motion for Board consideration)
Make a motion to…
Set a public hearing for Rezoning Case 22-03, the applicant being Jerry Bryant and the property being identified as PIN# 4877857308, 4877853418, & 4877855820, for Monday, June 20, 2022.
CASE RZC22-03

STATEMENT OF CONSISTENCY
Zoning Map Amendment – Bryant

WHEREAS On or about March 28, 2022 the Yadkin County (hereafter ‘the County’) received a Zoning Map Amendment application proposing to rezone 3 parcels off Ireland Road

FROM: Rural Agricultural (RA)
TO: Restricted Residential (RR)

; and

WHEREAS The application was deemed complete and accepted for processing by County staff; and

WHEREAS The Applicant, Jerry Bryant, was seeking to rezone 3 parcels totaling approximately 18 acres of land, further described as follows:
1. PIN 4877855820 (10.22 acres);
2. PIN 4877853418 (3.5 acres);
3. PIN 4877857308 (4.2 acres)

and;

WHEREAS The application is being reviewed/processed in accordance with the provisions of Article 4 of the County Zoning Ordinance (hereafter ‘the Ordinance’); and

WHEREAS The Planning Board began its review of the application at its May 9, 2022 regular meeting; and

WHEREAS All Zoning Map Amendments are required to comply with the provisions of the County’s Ordinance and processed in accordance with Article 5 of G.S. 160D of the State of North Carolina General Statutes:

NOW THEREFORE BE IT RESOLVED The Yadkin County Planning Board hereby makes the following finding(s) and recommendation(s):

1. CONSISTENCY WITH COMPREHENSIVE PLAN: The Planning Board has determined the Project is not consistent with the adopted 2011 Comprehensive Plan finding that:

63
a. The parcels are located in the Rural/Agricultural Land Use Category;

b. While the Restricted Residential (RR) general use zoning district is potentially permitted within the Rural/Agricultural Land Use Category, the closest RR general use zoning district designation is approximately 1 ½ miles south of the subject parcels;

c. The Comprehensive Plan establishes the following general development goals/strategies supporting the denial of this request:

   i. *Preserve rural areas lands having a high productive potential, to the extent possible, for appropriate forestry and agricultural use.*

   ii. *Discourage urban level development that is incompatible with the preferred rural uses of agriculture and low-density residential.*

Adjacent land uses are predominately single-family residences and/or agricultural operations at low development intensities. Rezoning of the subject parcels to RR will allow for more intensive growth that currently existing in the area thereby being incompatible with surrounding parcels and land uses.

2. **STATEMENT OF REASONABLENESS:** The Planning Board finds the request is not reasonable and in the public interest as approval would allow for development at both an intensity and density inconsistent with adjacent land uses.

The Planning Board, having completed its review of the Project, voted unanimously to recommend denial of the Zoning Map Amendment.

[Signature]
Planning Board Chair

[Date]
May 2022

May 9, 2022
## PLANNING STAFF REPORT – Rezoning Request 22-03: Jerry Bryant

<table>
<thead>
<tr>
<th>Applicant:</th>
<th>Owner:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jerry Bryant</td>
<td>Jerry Bryant</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Location:</th>
<th>Parcel ID#:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Off Ireland Road</td>
<td>1. PIN 4877855820 (10.22 acres);</td>
</tr>
<tr>
<td>East of intersection of Ireland Road and Longtown Road</td>
<td>2. PIN 4877853418 (3.5 acres);</td>
</tr>
<tr>
<td></td>
<td>3. PIN 4877857308 (4.2 acres)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Area</th>
<th>Land Area To Be Disturbed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 separate parcels totaling 18.3 acres</td>
<td>Unknown at this time</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Existing Land Use:</th>
<th>Proposed Land Use:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Undeveloped</td>
<td>Rezoning request is to allow for future division of property</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Current Zoning:</th>
<th>Proposed Zoning:</th>
</tr>
</thead>
<tbody>
<tr>
<td>RA (Rural Agricultural)</td>
<td>Restricted Residential (RR)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Watershed:</th>
<th>Future Land Use Map Category:</th>
</tr>
</thead>
<tbody>
<tr>
<td>WS-III</td>
<td>Rural Agricultural Area</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Zoning Districts Within 100 feet:</th>
<th>Land Uses Within 100 feet:</th>
</tr>
</thead>
<tbody>
<tr>
<td>North: RA</td>
<td>North: Agricultural, Undeveloped</td>
</tr>
<tr>
<td>South: RA</td>
<td>South: Ireland Road, Single-family residential</td>
</tr>
<tr>
<td>East: CB, RA</td>
<td>East: Longtown Garage (zoned CB), Single-family residential</td>
</tr>
<tr>
<td>West: RA</td>
<td>West: Single-family residential</td>
</tr>
</tbody>
</table>
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Human Services-Health/May 26, 2022 for the June 6th, 2022 meeting/Laken Royall

Request:
Create one full-time Public Health Nurse II, Pay Grade 73, for Communicable Disease response efforts.

Background: (Justification for request, please be specific)
The COVID-19 pandemic has highlighted the need for additional funding of communicable disease programs at the local level to ensure that all communicable disease activities are able to be completed. The scope and magnitude of the COVID-19 response required an “all hands-on deck” approach that redirected staff from much of their normal day-to-day responsibilities. This project is intended to assist local health departments to return to, and in some instances exceed, pre-pandemic service delivery for other communicable diseases.

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 salary/fringe/equipment needs for this position will be entirely state funded with the contract period ending SFY 23.

Motion: (Please type a recommended motion for Board consideration)
Make a motion to…
Create the position of Communicable Disease Public Health Nurse II and authorize County HR to post the position.
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Finance / May 27 2022 / Lindsey Cearlock

Request:
Approve the budget amendment as presented.

Background: (Justification for request, please be specific)
Five replacement law enforcement vehicles for the Sheriff's Department, one Community Paramedic vehicle, one DSS Vehicle and one truck for Parks and Recreation.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount)
Appropriating $330,000 from fund balance.

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

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

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

**DEPARTMENT:**  Finance  
**DEPARTMENT HEAD SIGNATURE:**  

**DATE:**  5/27/2022

<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>Appropriated Fund Balance</td>
<td>1044000-49000</td>
<td>3,672,748</td>
<td>330,000</td>
<td>4,002,748</td>
</tr>
<tr>
<td>Transfer - Capital Projects</td>
<td>1054212-57030</td>
<td>330,000</td>
<td>330,000</td>
<td>330,000</td>
</tr>
<tr>
<td>Vehicle Replacement - Transfer from GF</td>
<td>4249000-42410</td>
<td>-</td>
<td>330,000</td>
<td>330,000</td>
</tr>
<tr>
<td>Vehicle Replacement - Vehicle</td>
<td>4259000-56100</td>
<td>330,000</td>
<td></td>
<td>330,000</td>
</tr>
</tbody>
</table>

**EXPLANATION:**  Appropriating Fund Balance to replace (5) Law Enforcement vehicles and (1) Community Paramedic Vehicle, DSS Vehicle and Parks and Rec Truck.

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

**Chairman**

---

**Digitally signed by Lindsey Cearlock**

**DN:** cn=Lindsey Cearlock, o=Yadkin County, ou=Finance, email=lcearlock@yadkincountync.gov, c=US

**Date:** 2022.05.31 13:08:30 -04'00'

---
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Sheriff / May 26 2022

Request:
To approve payment of a prior year invoices in the amount of $1163.37

Background: (Justification for request, please be specific)
Received inmate medical invoices for prior year:

Wake Forest U Health Sciences - $296.74
Quality Mobile X Ray - $560.19
Yadkin Emergency Physicians - $306.44

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount)
Funds will be paid from current year funds (1054320-51520), there are sufficient funds available.

Motion: (Please type a recommended motion for Board consideration)
Make a motion to...
Approve payment of Wake Forest U Health Sciences, Quality Mobile X Ray and Yadkin Emergency Physicians.
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Administration / May 31, 2022 / Lisa L. Hughes

Request:
Amend Section 10 of the FY2021-2022 Budget Ordinance.

Background: (Justification for request, please be specific)
Section 10 of the FY2021-2022 Budget Ordinance authorizes Special Deputy Finance Officers with their only duty to sign checks for their respective Trust Fund Accounts.

For the Sheriff's Office Civil Execution Account Chief Deputy Brent Trivette needs to be removed and Major Renee Mullis added.

For the Sheriff's Office Commissary Account Chief Deputy Brent Trivette and Sergeant Barry Daye need to be removed and Lieutenant Rodney Wiles added.

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…
....remove Chief Deputy Brent Trivette as a Special Deputy Finance Officer on the Sheriff's Office Civil Execution account and add Major Renee Mullis.
....remove Chief Deputy Brent Trivette and Sergeant Barry Daye as Special Deputy Finance Officers on the Sheriff's Office Commissary account and add Lieutenant Rodney Wiles.
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Administration / May 31, 2022 / Lisa L. Hughes

Request:
Approve a contract with Schnabel Engineering.

Background:(Justification for request, please be specific)
Three Oaks Quarry has applied for a rezoning of property to operate a rock quarry. There are concerns about its impact on structures near the quarry, as well as water tables / wells in the area and on Lake Hampton as Deep Creek is the water source for the Town of Yadkinville. Schnabel Engineering is the firm that designed the Hood-Chamberlain Dam that creates Lake Hampton at Memorial Park. Through this contract, they will review documents/studies provided by Three Oaks Quarry and provide their opinion of the impact of the quarry on structures, wells and Lake Hampton.

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 cost of this study is $20,000 and will come from non-departmental professional services.

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

SECTION 1

DEPARTMENT: Soil & Water  BUDGET CODE: 1059000-51500

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

VENDOR MAIL ADDRESS: 11A Oak Branch Drive

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

CONTRACT TERM: 1 (# of years)  CONTRACT AMOUNT: $20,000.00  MUNIS CONTRACT NO:

NEW CONTRACT  CONTRACT RENEWAL  AMENDMENT TO CONTRACT

DETAILS or QUESTIONS:
Schnabel Engineering Services for Three Oak Quarry Evaluation Support

SECTION 2 - COUNTY MANAGER REVIEW

MANAGER COMPLETES

County Manager’s Signature

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

CLERK COMPLETES

LEGAL TASK ORDER #: 1648  TITLE: Schnabel

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: 6/1/2022

II. INSURANCE

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

INSURANCE CONSULTANT SIGNATURE:  DATE: 6/1/2022

III. INFORMATION TECHNOLOGY

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

IT DIRECTOR SIGNATURE:  DATE: 6/1/2022

IV. FINANCE OFFICER

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

YES  NO  This contract is conditional upon appropriation by the BOC for sufficient funds

YES  NO  A budget amendment is attached as required for approval of this agreement.

FINANCE OFFICER SIGNATURE:  DATE: 6/1/2022

V. CLERK TO BOARD

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

APPROVED BY THE BOC  YES  NO  DATE: 

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

CLERK SIGNATURE:  DATE: 

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

AGREEMENT FOR SERVICES

NORTH CAROLINA (Munis Contract Number) ____________

This Agreement is made and entered into this _____ day of ________, 20____ (“Effective Date”) between Yadkin County, North Carolina (“County”) and Schnabel Engineering South P.C. (“Provider”).

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

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

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

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

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

X This Agreement shall end on December 31, 2022.

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

This Agreement shall continue until terminated in accordance with Section 10 of this Agreement.

3. Payment to the Provider.

The County shall pay the Provider $_________ every ________________.

X The County shall pay the Provider a total not to exceed the amount of $20000.00 for all Services performed under this Agreement. The Provider will invoice the County for Services as they are performed, but no more frequently than monthly.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. **Compliance With Laws.** The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.
15. **Repair of Damages.** The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County’s property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

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

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

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

**THE COUNTY**

Lisa Hughes  
Yadkin County  
217 E. Willow Street  
PO Box 220  
Yadkinville, NC 27055

**THE PROVIDER**

Jonathan Pittman  
Schnabel Engineering South  
11A Oak Branch Drive  
Greensboro, NC 27407

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

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

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

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

Yadkin County Finance Officer
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.)

Schnabel Engineering services for Three Oaks Quarry Evaluation Support.

For full scope of services to be provided, see the following proposal attachment.
1) June 14, 2022 – County Assembly Day.
2) June 16, 2022 – Special Meeting for Budget Public Hearings in the Board of Commissioners Room at 7:00pm.
4) July 5, 2022 – The Board of Commissioners Meeting was Canceled.
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Finance / June 1, 2022 / Lindsey Cearlock

Request:
Approve budget amendment as presented

Background: (Justification for request, please be specific)
The County has been working with the Yadkin County School board on the school capital needs. The FHS C Building Roof ($160,000), West Yadkin Canopy ($218,534), Mini Activity Bus ($63,000), Starmount Baseball Lights ($165,260) Starmount Soccer lights ($118,170), Starmount Football Field Lights upgrade ($98,000) and Forbush Football lights upgrade ($85,800). All of these needs total $908,764, which the County has committed in the School Capital Fund Balance.

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years' budgets and increase/decrease from last fiscal year's amount)
Reclassify the committed fund balance amount of $908,764 to appropriate fund balance.

Motion: (Please type a recommended motion for Board consideration)
Make a motion to…
To approve the budget amendment as presented.
BUDGET AMENDMENT FORM
(change in revenue and expenditure or transfers between departments or funds)

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

Finance Officer

DEPARTMENT: Administration

DEPARTMENT HEAD SIGNATURE: ________________________________

DATE: 6/1/2022

<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>Appropriated Fund Balance</td>
<td>1044000-49000</td>
<td>3,972,748</td>
<td>908,764</td>
<td>4,881,512</td>
</tr>
<tr>
<td>School Capital (special)</td>
<td>1055912-56009</td>
<td>476,000</td>
<td>908,764</td>
<td>1,384,764</td>
</tr>
</tbody>
</table>

EXPLANATION: School Capital needs

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

__________________________
Chairman
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:
Finance / June 1, 2022 / Lindsey Cearlock

Request:
To commit $530,000 to the County Capital Committed Fund Balance

Background: (Justification for request, please be specific)
Several capital needs were requested and found to be needed during the FY2023 budget process. These funds can be committed in the FY2022 budget year and reclassified in the FY2023 budget. They include, EMS Ambulance ($250,000), County Park Baseball field lights ($175,000), County Park new Soccer field parking lot ($55,000), Solid Waste Equipment ($20,000) and a new vehicle for Human Services agency, social services ($30,000).

Fiscal / Budgetary Effect: (include financial impact on the current fiscal year budget, future years’ budgets and increase/decrease from last fiscal year’s amount)
To commit $530,000 to County Capital Committed Fund Balance.

Motion: (Please type a recommended motion for Board consideration)
Make a motion to…
To commit $530,000 to the County Capital Committed Fund Balance
Manager’s Budget Amendments
& Contracts
No Action Required
<table>
<thead>
<tr>
<th>Department</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Human Services</td>
<td>Transfer of funds needed for Preparedness supplies &amp; materials.</td>
</tr>
<tr>
<td>BT Contracted Services</td>
<td>(3,000)</td>
</tr>
<tr>
<td>BT Gasoline/Diesel Fuel</td>
<td>(300)</td>
</tr>
<tr>
<td>BT Travel/Training</td>
<td>(478)</td>
</tr>
<tr>
<td>BT Supplies/Materials</td>
<td>3,778</td>
</tr>
<tr>
<td>Central Permitting</td>
<td>Transfer of funds needed to cover advertising expenses.</td>
</tr>
<tr>
<td>Supplies/Materials</td>
<td>(500)</td>
</tr>
<tr>
<td>Dues/Subscriptions</td>
<td>(250)</td>
</tr>
<tr>
<td>Advertising</td>
<td>750</td>
</tr>
<tr>
<td>Human Services/DSS</td>
<td>Transfer of funds needed for fuel for the remainder of the fiscal year.</td>
</tr>
<tr>
<td>Contracted Services</td>
<td>(2,000)</td>
</tr>
<tr>
<td>Gasoline/Diesel Fuel</td>
<td>2,000</td>
</tr>
<tr>
<td>Human Services/DSS</td>
<td>Transfer of funds needed to cover the telephone costs for the remainder of the fiscal year.</td>
</tr>
<tr>
<td>Contracted Services</td>
<td>(3,200)</td>
</tr>
<tr>
<td>Telephone</td>
<td>3,200</td>
</tr>
<tr>
<td>Human Services/Environmental Health</td>
<td>Transfer of funds needed for water samples.</td>
</tr>
<tr>
<td>Supplies/Materials</td>
<td>(100)</td>
</tr>
<tr>
<td>Travel/Training</td>
<td>(800)</td>
</tr>
<tr>
<td>Postage</td>
<td>(900)</td>
</tr>
<tr>
<td>Lab</td>
<td>1,800</td>
</tr>
<tr>
<td>Soil &amp; Water</td>
<td>Transfer of funds needed for dues &amp; subscriptions.</td>
</tr>
<tr>
<td>Education</td>
<td>(495)</td>
</tr>
<tr>
<td>Dues/Subscriptions</td>
<td>495</td>
</tr>
<tr>
<td>Governing Body</td>
<td>Transfer of additional funds needed for advertising.</td>
</tr>
<tr>
<td>Travel/Training</td>
<td>(85)</td>
</tr>
<tr>
<td>Advertising</td>
<td>85</td>
</tr>
<tr>
<td>Hospital</td>
<td>Transfer of additional funds needed for the remainder of the fiscal year.</td>
</tr>
<tr>
<td>Part-Time Salary</td>
<td>(900)</td>
</tr>
<tr>
<td>Full-time Salary</td>
<td>900</td>
</tr>
<tr>
<td>Human Services</td>
<td>Transfer of funds needed to cover the MedServ Administrative fee.</td>
</tr>
<tr>
<td>Child Health Contracted Services</td>
<td>(1,500)</td>
</tr>
<tr>
<td>Health Admin Contracted Services</td>
<td>1,500</td>
</tr>
<tr>
<td>Human Services</td>
<td>Transfer of funds to cover WIC salary and fringe costs for the remainder of the fiscal year.</td>
</tr>
<tr>
<td>WIC Client Services Grp Insurance</td>
<td>(4,663)</td>
</tr>
<tr>
<td>WIC Client Services Supp/Materials</td>
<td>(212)</td>
</tr>
<tr>
<td>WIC BRSTFD Salaries/Wages</td>
<td>3,495</td>
</tr>
<tr>
<td>WIC BRSTFD Social Security</td>
<td>201</td>
</tr>
<tr>
<td>WIC BRSTFD Medicare</td>
<td>47</td>
</tr>
<tr>
<td>WIC BRSTFD Retirement</td>
<td>444</td>
</tr>
<tr>
<td>WIC BRSTFD Group Insurance</td>
<td>688</td>
</tr>
<tr>
<td>Non-Departmental</td>
<td>Transfer of funds for work Todd Brothers is doing on the former Cooperative Extention Building.</td>
</tr>
<tr>
<td>Pool Vehicle Maintenance</td>
<td>(1,300)</td>
</tr>
<tr>
<td>Building Improvements</td>
<td>1,300</td>
</tr>
<tr>
<td>Veterans Services</td>
<td>Transfer of additional funds needed for the remainder of the fiscal year.</td>
</tr>
<tr>
<td>Travel/Training</td>
<td>(800)</td>
</tr>
<tr>
<td>Salary</td>
<td>800</td>
</tr>
</tbody>
</table>
YADKIN COUNTY CONTRACT CONTROL & LEGAL REVIEW FORM

SECTION 1

DEPARTMENT: Yadkin County Human Services  BUDGET CODE: 1055212-51700

VENDOR NAME: Hugh Chatham Hospital  POC: Anna Robinson  PHONE: 336-527-7567

VENDOR MAIL ADDRESS: 180 Parkwood Drive

TOWN, STATE AND ZIP: Elkin, NC 28621  VENDOR ID: 2048

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

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

DETAILS or QUESTIONS: Please see Attachment A

Department Head Signature

---

SECTION 2 - COUNTY MANAGER REVIEW

MANAGER COMPLETES

County Manager’s Signature

---

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

CLERK COMPLETES

LEGAL TASK ORDER #: __________

TITLE: __________________________

CLERK TO THE BOARD Signature

---

SECTION 4 - Contract Control Form

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

I. ATTORNEY

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

ATTORNEY SIGNATURE: __________________________ DATE: __________________________

II. INSURANCE

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

INSURANCE CONSULTANT SIGNATURE: __________ DATE: __________

III. INFORMATION TECHNOLOGY

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

IT DIRECTOR SIGNATURE: __________________________ DATE: __________

IV. FINANCE OFFICER

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

YES  NO  This contract is conditional upon appropriation by the BOC for sufficient funds

YES  NO  A budget amendment is attached as required for approval of this agreement.

FINANCE OFFICER SIGNATURE: __________________________ DATE: __________

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: __________

---

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

FINANCE OFFICER SIGNATURE: __________________________ DATE: __________

---

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

AGREEMENT FOR SERVICES

NORTH CAROLINA

(Munis Contract Number) ____________

This Agreement is made and entered into this 1st day of July, 2022 ("Effective Date") between Yadkin County, North Carolina ("County") and Hugh Chatham Memorial Hospital ("Provider").

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

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

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

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

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

☐ This Agreement shall end on June 30, 2023.

☐ 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 $500.00 for all Services performed under this Agreement. The Provider will invoice the County for Services as they are performed, but no more frequently than monthly.

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

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

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

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

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


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

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

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

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

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

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

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

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

14. **Compliance With Laws.** The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.
15. **Repair of Damages.** The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County’s property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

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

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

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

   **THE COUNTY**

   ____________________________
   ____________________________
   ____________________________
   ____________________________
   ____________________________

   **THE PROVIDER**

   ____________________________
   Hugh Chatham Memorial Hospital
   ____________________________
   Attn: Kent C. Thompson
   ____________________________
   180 Parkwood Drive
   ____________________________
   Elkin, NC 28621
   ____________________________
   kthompson@hughchatham.org
   ____________________________
   kthompson@hughchatham.org

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

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

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

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

THE PROVIDER
BY: Kent C. Thompson
Name: Kent C. Thompson
Title: CFO

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 CONTRACT CONTROL & LEGAL REVIEW FORM

**DATE:** 4/25/2022

## SECTION 1

**DEPARTMENT:** Parks & Recreation  
**BUDGET CODE:** 1059000-51762

**VENDOR NAME:** Yadkin Valley Telephone  
**POC:** Trish Todd  
**PHONE:** 336-463-5187

**VENDOR MAIL ADDRESS:** PO Box 368

**TOWN, STATE AND ZIP:** Yadkinville, NC 27055

**VENDOR ID:** 200

**CONTRACT TERM:** 1  
**CONTRACT AMOUNT:** $125.00  
**MUNIS CONTRACT NO.:**

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

**DETAILS or QUESTIONS:**

Terminate fiber at the house at Memorial Park.

**DEPARTMENT COMPLETES**

<table>
<thead>
<tr>
<th>Department Head Signature</th>
<th>5/12/2022</th>
</tr>
</thead>
</table>

**SECTION 2 - COUNTY MANAGER REVIEW**

**MANAGER COMPLETES**

<table>
<thead>
<tr>
<th>County Manager’s Signature</th>
<th>5/12/2022</th>
</tr>
</thead>
</table>

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

**CLERK COMPLETES**

<table>
<thead>
<tr>
<th>LEGAL TASK ORDER #:</th>
<th>CLERK TO THE BOARD Signature</th>
</tr>
</thead>
</table>

**SECTION 4 - Contract Control Form**

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

**I. ATTORNEY**

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

**ATTORNEY SIGNATURE:**  
**DATE:**

**II. INSURANCE**

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

**INSURANCE CONSULTANT SIGNATURE:**  
**DATE:** 5/13/2022

**III. INFORMATION TECHNOLOGY**

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

**IT DIRECTOR SIGNATURE:**  
**DATE:** 5/13/2022

**IV. FINANCE OFFICER**

- YES  
- NO  

- Yes  
- No  

- Yes  
- No  

**NOTES:**

Sufficient funds are available in the proper category to pay for this expenditure.

**FINANCE OFFICER SIGNATURE:**  
**DATE:** 5/13/2022

**V. CLERK TO BOARD**

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

**APPROVED BY THE BOC:**  
**DATE:** 05/13/2022

**Document Fully Executed, Scanned and Posted on the County Website:**  
**DATE:** 05/13/2022

**CLERK SIGNATURE:**  
**DATE:** 5/13/2022
This Agreement is made and entered into this 25th day of April, 2022 ("Effective Date") between Yadkin County, North Carolina ("County") and Yadkin Valley Telephone ("Provider").

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

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

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

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

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

   - [ ] This Agreement shall end on ________________________, 20____.
   - [x] This Agreement shall continue until the Provider has completed the Services to the County’s satisfaction.
   - [ ] This Agreement shall continue until terminated in accordance with Section 10 of this Agreement.

3. **Payment to the Provider.**

   - [ ] The County shall pay the Provider $__________ every ____________________.
   - [x] The County shall pay the Provider a total not to exceed the amount of $125.00 for all Services performed under this Agreement. The Provider will invoice the County for Services as they are performed, but no more frequently than monthly.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. **Compliance With Laws.** The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.
15. **Repair of Damages.** The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County’s property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

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

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

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

<table>
<thead>
<tr>
<th>THE COUNTY</th>
<th>THE PROVIDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yadkin County Parks and Rec</td>
<td>Zirrus (formerly Yadtel)</td>
</tr>
<tr>
<td>PO Box 220</td>
<td>PO Box 368</td>
</tr>
<tr>
<td>Yadkinville, NC 27055</td>
<td>Yadkinville, NC 27055</td>
</tr>
<tr>
<td>Jason Walker</td>
<td>Trish Todd</td>
</tr>
<tr>
<td>336-466-1003</td>
<td>336-463-5187</td>
</tr>
</tbody>
</table>

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

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

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

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

BY: Lisa Hughes
Name: Lisa L. Hughes
Title: County Manager

THE PROVIDER

BY: Trish Todd
Name: Trish Todd
Title: Business CARE Specialist

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

Yadkin County Finance Officer
EXHIBIT A

TO AGREEMENT TO SERVICES

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

Provider will provide all materials and labor to terminate fiber at the house located at 1142 Crystal ln, Yadkinville, NC 27055. The Provider is responsible for following all state, local, and federal rules and regulations.
YADKIN COUNTY
AGENDA ABSTRACT

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

Request:
Reappointments to Human Services Advisory Committee.

Background: (Justification for request, please be specific)
Human Services has requested that Brett Abernathy, Larry Moxley, Ronnie Swaim, and Marty Driver be reappointed.

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

Motion: (Please type a recommended motion for Board consideration)
Make a motion to...
reappoint Brett Abernathy, Larry Moxley, Ronnie Swaim, and Marty Driver to the Human Services Advisory Committee.
YADKIN COUNTY
AGENDA ABSTRACT

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

Request:
Appoint ETJ Member for the Town of Jonesville.

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 Jonesville has requested that Scott Jackson to replace Mark Parker as an ETJ Member on their Planning Board and Board of Adjustment. The term he will be filling is July 1, 2022 - June 30, 2025.

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

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

appoint Scott Jackson to serve as an ETJ member on the Town of Jonesville’s Planning Board and Board of Adjustment for a term that will expire June 30, 2025.
YADKIN COUNTY
AGENDA ABSTRACT

Department / Date Submitted to Clerk / Submitted by:

Administration / Tanya Gentry

Request:
Appointment to Aging Planning Committee.

Background: (Justification for request, please be specific)
James Kent, of Yadkinville, has volunteered to serve on the Committee.

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

Motion: (Please type a recommended motion for Board consideration)
Make a motion to…
appoint James E. Kent to the Aging Planning Committee.