

Board of Commissioners

Terry Renegar, Chairman
James Blakley, Vice Chairman
Benita Finney
Mark Jones
Richard Poindexter

**County Manager**

David Bone
Commissioners Meeting Room
123 South Main Street
Mocksville, NC 27028
September 7, 2021 6:00 PM

AGENDA
Regular Meeting

1. Meeting Called to Order - Chairman Renegar
2. Invocation
3. Pledge of Allegiance
4. Ethics & Conflicts Disclosure
5. Adopt Agenda
6. Public Comment Period
 1. Public Comment Period Rules
7. Public Hearings
 1. Zoning Map Amendment 2021-06: Trevor Waltermann
 2. Zoning Map Amendment 2021-07: Tyler King
 3. Public Hearing - Economic Development Project Lad
 4. Public Hearing - Economic Development Project DFA
8. Presentations
 1. Davie County Chamber Tourism Promotion Efforts
 2. Staff Recognition - Sheriff
 3. Public Hearing Comment Period Rules
 4. American Rescue Plan - Phase Two
9. Consent Agenda
 - A. Approval of Minutes
 1. Board of Commissioners - Regular Meeting - Aug 2, 2021 6:00 PM
 2. Closed Session Minutes - August 2, 2021
 - B. Tax Reports, Releases and Refunds
 1. Releases, Refunds, and Percentage Reports

C. Appointments

1. Planning Board - Appointment - Christopher Cole & Keith Beck
2. Board of Adjustment - Re-Appointment - Robert Crews
3. Piedmont Triad Regional Workforce Development Board Appointment - Thomas Bongaerts

D. Budget Amendments/Transfers

1. September 2021 Budget Amendments

E. Contracts

1. Motorola Contract

F. Resolutions

1. Resolution - Cooleemee Water Treatment Plan - 60% Design Workshop

G. Equipment Deletion

1. Service Weapon - Retiring James Goodin
2. Sheriff Vehicles to be Deleted and Donated to the Town of Cooleemee
3. DCSO Vehicles to be Deleted and Sold

H. Service Weapon Award

1. Awarding of Service Weapon to Retired Sergeant James Goodin

10. County Manager's Report

11. Old Business

12. New Business

13. Commissioners' Comments

14. Closed Session

1. Closed Session Pursuant to NCGS 143.318.11(A) (3) & (5) To Consult with an Attorney Employed or Retained by the Public Body in Order to Preserve the Attorney-Client Privilege Between the Attorney and the Public Body to Establish, or to Instruct the Public Body's Staff or Negotiating Agents Concerning the Position to be Taken by or on Behalf of the Public Body in Negotiating (I) the Price of a Proposed Contract for the Acquisition of Real Property by Purchase, Option, Exchange, or Lease. The Name and Address of the Property Are: Mocksville Moose Lodge 1154 S Salisbury Street, Mocksville NC 27028. Purpose: Future Expansion of Davie County Community Park.

15. Resolution

1. Resolution - Mallinckrodt

16. Adjourn



**DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS**

Agenda Item Details:

Date of Meeting: September 7, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Public Comment Period Rules

BACKGROUND/PURPOSE OF REQUEST: Public Comment Period Rules

FISCAL IMPACT: n/a

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:

Public Comment Period Rules 10052020

PUBLIC COMMENT PERIOD RULES

Revised: October 5, 2020

1. Thirty minutes before each regular monthly meeting of the Board of County Commissions of Davie County, a sign-up sheet shall be placed on the podium in the Davie County Commissioners meeting room on the second floor of the Administrative Office Building located at 123 South Main Street, Mocksville, North Carolina for anyone wishing to speak at the regular monthly meeting during the public comment period. In the event the regular monthly meeting location has changed, the sign-up sheet shall be placed on the podium at the changed location of the meeting. There shall be no advanced sign-ups allowed before this time.
2. Each person desiring to speak during the public comment shall sign up on the sign-up sheet provided and shall state fully their name, and topic on which he or she desire to speak. If the speaker has already discussed the topic with a particular staff member before the meeting, he or she shall identify the name of the staff member.
3. All speakers will be acknowledged by the Board or its designee in the order in which their names appear on the sign-up sheet.
4. Each speaker shall be allowed a total of three (3) minutes to speak and shall immediately stop when his or her three (3) minutes are up. If the speaker does not stop at the end of his/her time period, the speaker shall be considered as interrupting or disrupting a meeting under N.C.G.S. 143-318.17 and shall be subject to the criminal laws of the State of North Carolina. In the event the speaker is speaking for an organized group, the speaker shall be allowed a total of five (5) minutes. All organized groups shall designate a single representative speaker so as to economize time and avoid duplication. In the event several individuals have signed up for the same topic and one or more individuals wish to yield their time to a subsequent speaker, then in that event, the subsequent speaker shall be considered as a speaker for an organized group and shall be allowed a total of five (5) minutes only.
5. The Board shall designate a time keeper, who shall begin timing the speaker when the speaker states his or her name and will announce "time" when the allotted time has expired. The speaker shall stop at that time.
6. The speaker shall address the Board as a whole and shall not ask for any verbal exchange back from the Board. It is not the intent of public comments to require the Board to answer any impromptu questions. There shall be no discussion between the speakers and members of the audience.
7. All comments shall be in verbal form and the speaker shall not be allowed to play any recorded or video devices during such comments. All speakers are expected to observe the decorum of the Meeting, to be respectful in their language and presentation and to refrain from the use of profanity or shouting or from making disclosures prohibited by the Personnel Act with respect to any County employee. Willfully violation of the law or interrupting or disrupting of the meeting can result in criminal charges being brought under N.C.G.S. 143-318.17.

8. All comments by a speaker shall be limited to subjects that are within the jurisdiction of the Davie County Board of County Commissioners, or pertain to matters upon which it may act.
9. Topics which would require the Board to hold a closed session , *(including but not limited to matters within the attorney-client privilege, anticipated or pending litigation, personnel, property acquisition and matters which are made confidential by law)*, are not permitted as topics for public comments.
10. The speaker must make all presentations from the podium provided and shall not be allowed to physically approach the Board or staff member without the express invitation by the Chair or other designated presiding officer of the Board.
11. Any applause will be held until the end of the Public Comment Period.
12. A total of thirty (30) minutes shall be allocated by the Board for Public Comments at each regular monthly meeting of the Board of County Commissioners. Upon Motion duly made and adopted, the Board may extent the thirty (30) minute time period for any particular meeting.
13. If the time period runs out before all persons who have signed up to speak has had an opportunity to do so, then those names will be carried over to the next Public Comment Period.
14. This Policy on Public Comment shall be made available to the public 30 minutes before each regular monthly meeting and shall be placed on the County Website along with the public agenda of each regular monthly meeting at least 24 hours before each regular monthly meeting.



**DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS**

Agenda Item Details:

Date of Meeting: September 7, 2021

Department: Development Services - Inspections, Public Buildings

Resource Person: Amy Flyte

ISSUE/ACTION REQUESTED:

Zoning Map Amendment 2021-06: Trevor Waltermann

BACKGROUND/PURPOSE OF REQUEST: Zoning Map Amendment 2021-06. Trevor

A. Waltermann has applied to rezone approximately 0.92 acres consisting of two parcels from Residential Agricultural (R-A) to Highway Business (HB). The subject property is located at 3793 US HWY 64 West and is further described as parcel of Davie County Tax Map I1110A0003 and I1110A0030.

FISCAL IMPACT: <Insert Info Here>

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:

BOC_waltermann packet_20210907



Development & Facilities Services

298 E. Depot Street, Ste 100 | Mocksville, NC 27028 | 336.753.6050 | f 336.751.7689

DavieCountyNC.gov



NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR THE FOLLOWING ZONING AMENDMENTS

NOTICE IS HEREBY GIVEN, pursuant to the requirements of Chapter 160D-602 of the General Statutes of North Carolina and Section 155.251 of the Davie County Code of Ordinances, that the Davie County Board of Commissioners will hold a **Public Hearing** in the Commissioners Meeting Room in the Administration Building located at 123 S. Main Street, Mocksville, NC on **Tuesday September 7, 2021 at 6:00pm** to hear the following requests:

Zoning Map Amendment 2021-06. Trevor A. Waltermann has applied to rezone approximately 0.92 acres consisting of two parcels from Residential Agricultural (R-A) to Highway Business (HB). The subject property is located at 3793 US HWY 64 West and is further described as parcels of Davie County Tax Map I1110A0003 and I1110A0030.

Zoning Map Amendment 2021-07. Bird & Co. c/o Tyler and Sara King have applied to rezone approximately 9.7 acres consisting of three parcels from Residential 12 (R-12) to Highway Business (HB). The subject property is located on the west side of US HWY 601 N between Ijames Church Road and Chaucer Lane. The property is further described as parcels of Davie County Tax Map G30000003302, G30000003304 and G30000003303.

The public is invited to attend the hearing at which time there will be an opportunity to be heard in favor of, or in opposition to, the above items. As a result of the public hearing, substantial changes might be made in the advertised proposal, reflecting objections, debate and discussion at the hearing. Additional information is available at the Development & Facilities Services Department on weekdays between 8:30 a.m. and 5:00 p.m. or by telephone at (336) 753-6050.

Andrew Meadwell
Planning Department

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**Legal Notice
Affidavit Required
Publication Dates:
August 26, 2021
September 2, 2021**



Davie County
ZONING MAP AMENDMENT 2021-06
Trevor Waltermann

Submittal Date
June 24, 2021

STAFF REPORT TO THE BOARD
 September 7, 2021 Meeting Date

Planning Staff
 Amy Flyte

I. REQUEST

To rezone approximately .92 acres of land from Residential Agriculture (R-A) to Highway Business (H-B).

II. PROJECT LOCATION

The property is located at 3793 US Hwy 64 W and is further described as Davie County Tax Map I1110A0003 & I1110A0030.

III. PROJECT PROFILE

DAVIE COUNTY PIN: I1110A0003 & I1110A0030

ZONING DISTRICT: Residential Agriculture (R-A)

LAND USE PLAN: Residential, Commercial Mixed Use

WATERSHED: N/A

CROSS REFERENCE FILES: N/A

APPLICANT: Trevor Waltermann

PROPERTY SIZE: Approximately .92 acres

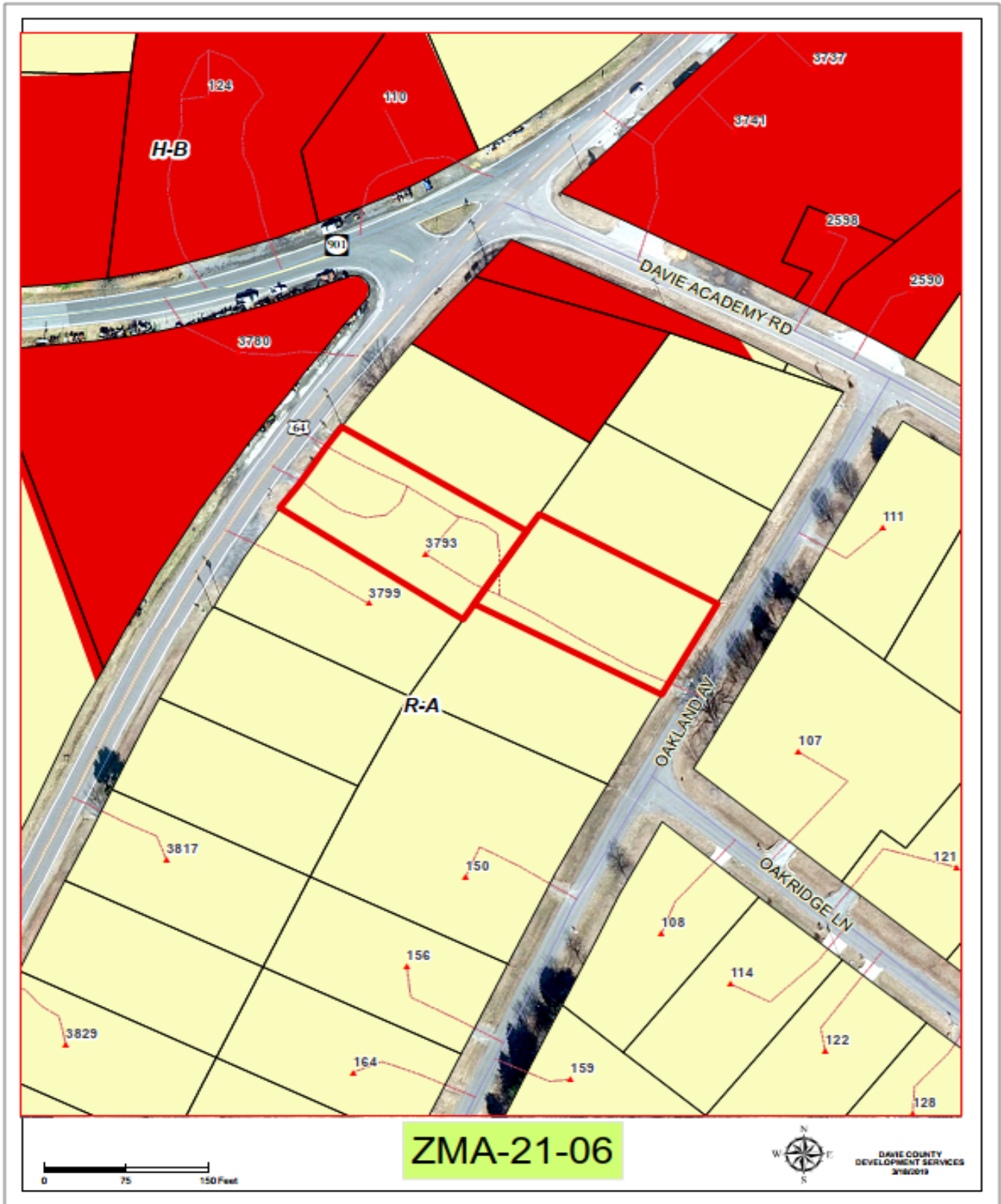
CURRENT LAND USE: Commercial

PROPOSED LAND USE: Commercial

PROJECT SETTING – SURROUNDING ZONING DISTRICTS AND LAND USES

DIRECTION	LAND USE	ZONING
North	Commercial	H-B
West	Commercial	R-20 & HB
South	Commercial, Vacant, Residential	R-A
East	Residential, Vacant	R-A

IV. Zoning Map



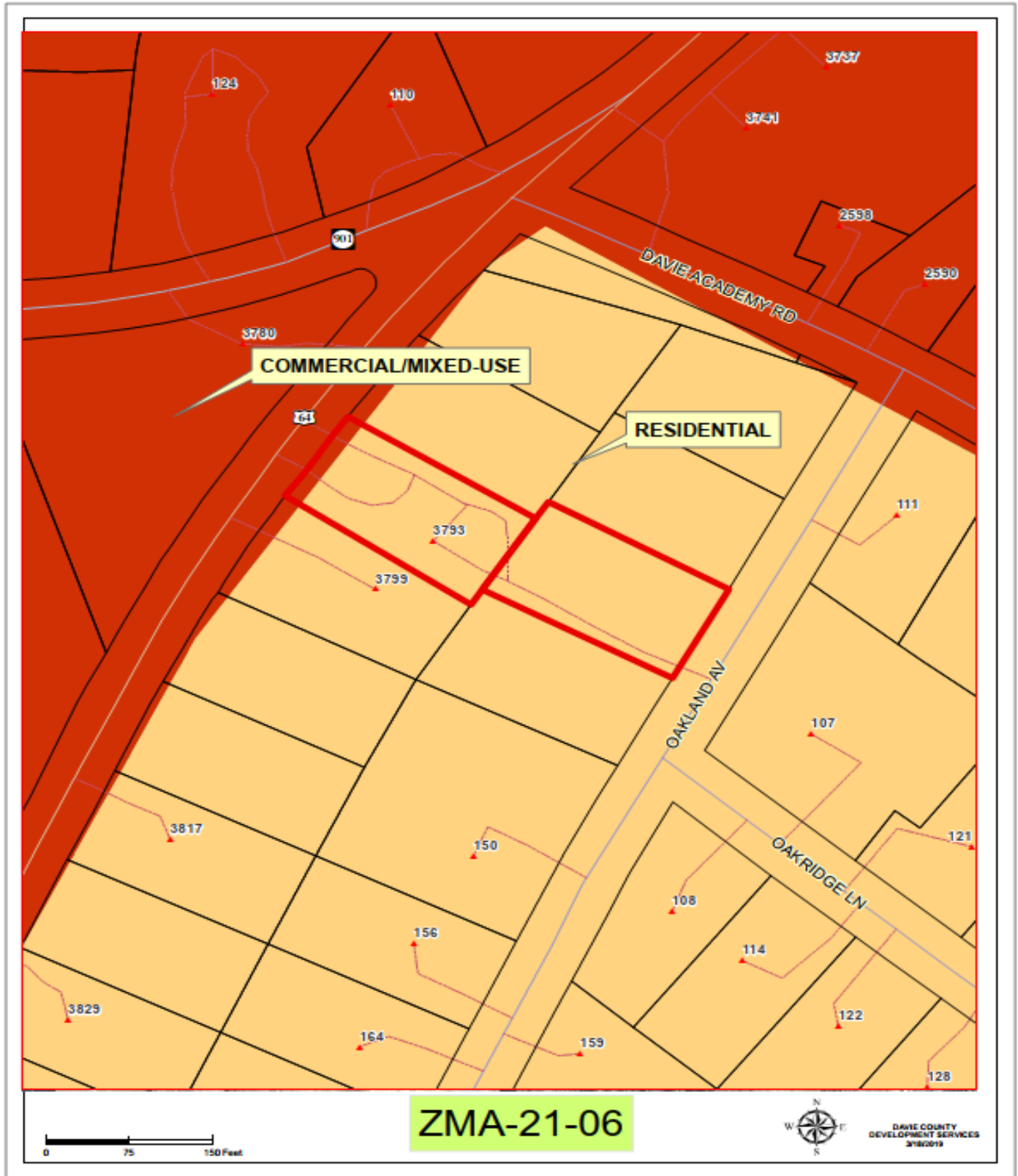
Attachment: BOC_walterman packet_20210907 (Zoning Map Amendment 2021-06: Trevor Waltherman)

VI. 2018 Aerial Map



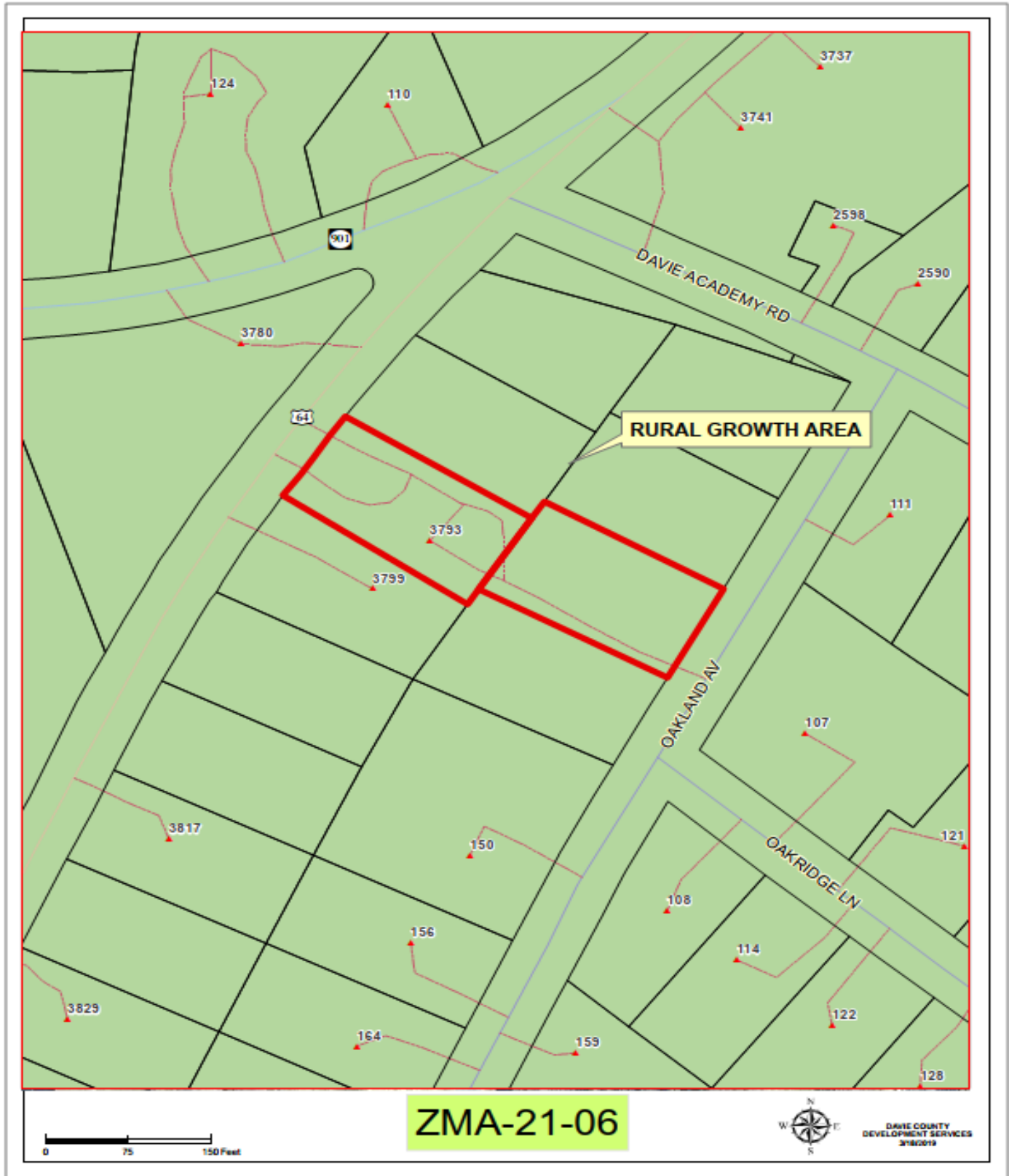
Attachment: BOC_walterman packet_20210907 (Zoning Map Amendment 2021-06: Trevor Waltherman)

VII. Land Development Plan Map



Attachment: BOC_walterman packet_20210907 (Zoning Map Amendment 2021-06: Trevor Waltherman)

VIII. Davie County Growth Enhancement Strategy Map



Attachment: BOC_walterman packet_20210907 (Zoning Map Amendment 2021-06: Trevor Waltherman)

IX. LAND USE/ ZONING HISTORY

- **1973:** The properties were originally zoned Residential Agriculture.
- **1992:** A Special Use Permit was issued for the use of a Veterinary Service Facility.

A. Proposed Zoning

The H-B Highway Business District was established principally for retail operations located on the roadways throughout the county.

B. Utilities

Public water appear to be available at the site and a private septic system would be used.

C. Davie County Comprehensive Plan

The property is located in an area designated as Residential and Commercial/Mixed-Use on the Davie County Land Use Category Map. The Residential district is defined as single family, duplex, or other limited types of residential subdivision development. Intended to preserve and protect residential areas from encroachment by non-residential land uses.

The Comprehensive Plan states:

- Incentivize development near infrastructure (e.g. roads, water and sewer) to reduce growth demand on prime agricultural farmlands by allowing increased density.
- Promote mixed use development to encourage proximity of housing to employment and reduce work trip travel time.
- Support innovative and flexible land planning techniques as a means of encouraging development configurations which are more desirable and which may better safeguard existing natural land and water resources.
- Discourage medium to high-density residential development with poor soils for septic where water and wastewater infrastructure does not exist.
- Ensure that runoff and drainage from development and agricultural activities is as close to natural pre-development conditions as possible.
- Encourage mixed use industrial or business development to allow residential development on portions of new development or redevelopment.

D. Davie County Growth Enhancement Strategy

The property is located in an area that is designated as a Rural Growth Area. This area is characterized by traditional agricultural operations, pasture land, forestry, and open space scattered non-farm residences on large tracts of land. Rural scenic vistas are a natural part of the landscape. There is normally an abundance of large, undeveloped tracts not experiencing significant residential development encroachment or pressure. There are natural, scenic, historic, or other heritage assets that contribute to the special characteristics of the area that might require special conservation and management. Land use changes in this area should be designated to protect the rural character and discourage premature public infrastructure demands by sustaining groundwater recharge capacity.

The Growth Enhancement Strategy describes policies within the rural growth area as:

Policy 4.2 Highway-oriented commercial uses will be clustered along segments of arterial streets and contain land uses that are mutually compatible and reinforcing in use and design. They will be designed in a way that minimizes signage, access points and excessive lengths of commercial strip development.

Policy 4.3 Rural area commercial development should be limited to neighborhood business uses, farm supply stores, and generally accepted rural business establishments.

Policy 4.4 Commercial uses will be encouraged to develop by consolidation and deepening of existing commercially zoned property, only when such consolidation and deepening can be developed in a way that lessens the effect of incompatibility with adjoining residential land uses.

Policy 4.5 Effective buffering and/or landscaping will be provided where commercial development adjoins existing or planned residential uses.

Policy 4.6 Compatible land uses such as rural neighborhood retail and service establishments located close to general residential areas will be considered during the rezoning process with the general goal of reducing automobile travel distances and promoting better livability in the community

X. ISSUES TO CONSIDER

The Board may not consider any specific use of the property but all possible uses in the Highway Business district. The Board may approve or deny, or defer the request for additional consideration. The Board should consider the following in making its recommendation:

1. The property's potential as a commercial use.
2. The property's potential as a residential use.
3. The property's location along a major arterial.
4. If rezoning is approved, any new structure will go through a Project Review to ensure compliance with zoning ordinance standards such as setbacks, landscaping, buffers, parking, etc.
5. Whether the proposed reclassification is consistent with the purposes, goals, objectives, and policies of adopted plans for the area.
6. Whether the proposed reclassification is consistent with the overall character of existing development in the immediate vicinity of the subject property.
7. Applicable Zoning Ordinance Sections: The following sections of the Zoning Ordinance are applicable to this request: §155.125(B) Table of Uses; §155.145 Highway Business district; §155.161(B) Procedures for Special Use Districts; and, §155.250-253 Changes and Amendments.

XI. PLANNING BOARD RECOMMENDATION

The Planning Board heard the request at their July 27th regular meeting and voted unanimously to recommend approval (7-0). See attached signed recommendation.

XI. BOARD ACTION

The Board of County Commissioners is requested to hold a public hearing for this zoning map amendment at the regular September 7th meeting. Following the public hearing, the Board is requested to take action following a motion and a second for one of the items below:

- ☐ **Move that the following statement be adopted in support of a Motion to Approve;** the amendment promotes public health, safety and general welfare; is consistent with some applicable adopted plans and considers the action to be reasonable and in the public interest; that said approval furthers the goals, objectives, actions and policies of the Comprehensive Plan because it is in harmony with the surrounding area and uses, and it is in the vicinity of commercially zoned property and has historically been used commercially.
- ☐ **Move that the following statement be adopted in support of a Motion to Deny,** the amendment is not consistent with all applicable adopted plans; the amendment does not promote the public health, safety and general welfare and does not consider the action to be reasonable and in the public interest due to: the amendment does not protect the areas residential, rural historic character, the amendment will have detrimental effects and will not protect, enhance and encourage a high quality of life, and image enjoyed by area residents.
- ☐ **Defer** the amendment for additional consideration.

How will the public be notified of the Zoning Map Amendment change?

The public will be notified in three ways. First, a sign will be posted on the property being rezoned. Second, a public notice will be submitted by the Davie County Development Services Department to the *Davie County Enterprise*. Third, by a notice being sent to all property owners located within 500 feet of the property lines of the property being rezoned.

Davie County Application for a Zoning Map Amendment

To: Board of County Commissioners of Davie County

Date: 6/24/21Applicant's Name: Trevor Allan WalthermanApplicant's Address: 142 Oakridge Ln.
Mocksville NC 27028Address and brief description of the property
To be rezoned or amendment to be made:Tax Map: _____
Parcel(s): E1110A0003, E1116A00303793 HWY 64 West Mocksville NC 27028Applicant's interest in the property: ☒ Ownership ☐ Lease Agreement ☐ Other (explain below)Purchase Agreement

If Property is not owned by the applicant, lease agreement or other binding legal documentation stating Applicant's legal right(s) for use of the above listed property shall be required upon submittal of application.

Type of rezoning requested:

From: RATo: HB(or brief description of request): property is zone with special use
permit, wanting a permanent zone for commercial useReason(s) for the requested rezoning: Interest in opening a graphics businessApplicant's Signature: [Signature] This the 24th day of June, 2021
(Applicant)

By signing this form, applicant hereby states all information written herein is accurate and true. Applicant further states the Planning and Zoning Staff have fully explained the requirements of the ordinance and the information required for the Board of Commissioners to render a decision.

Project Overview Statement

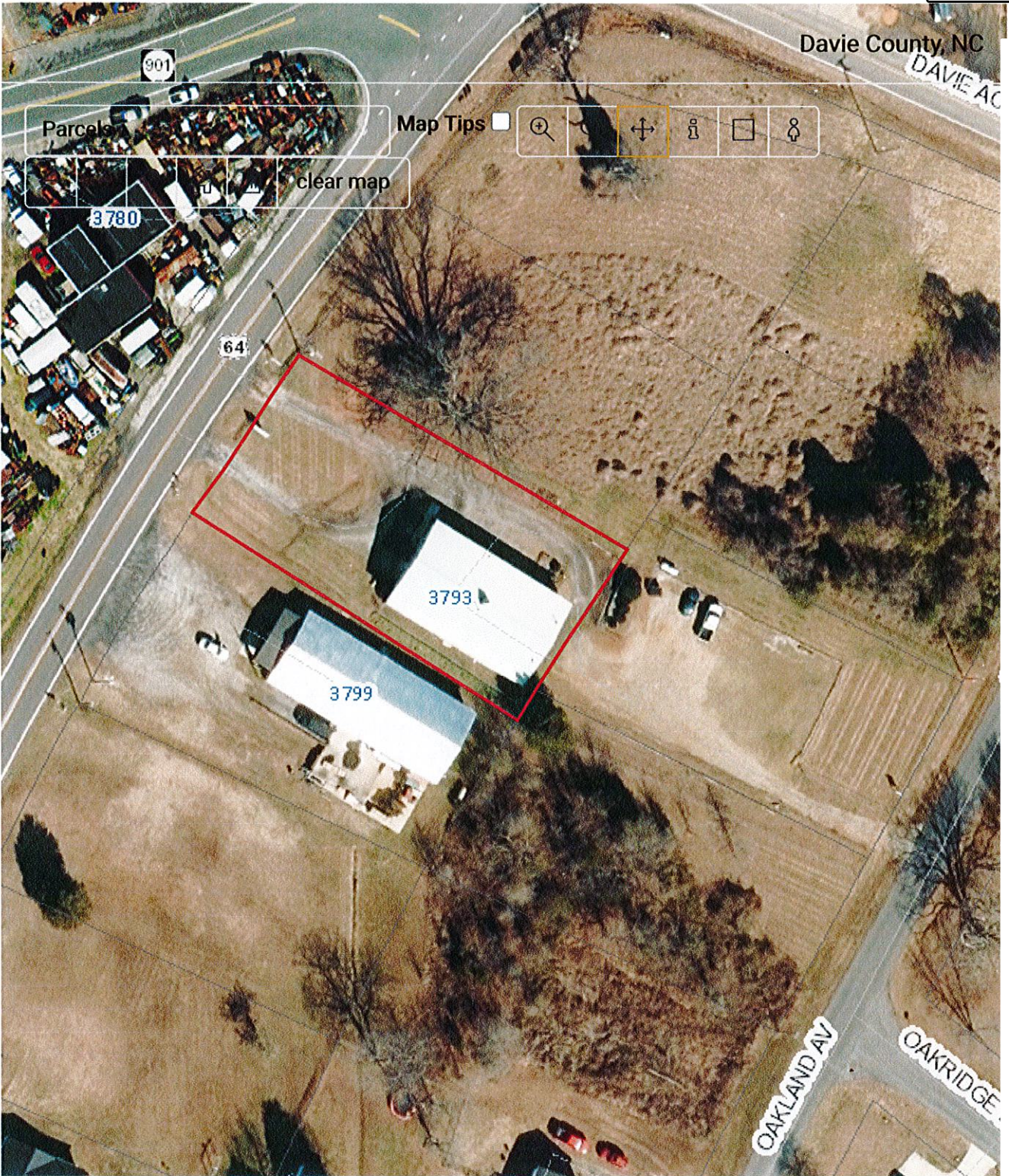
On the following lines, please give a synopsis or overview of the project, including information relevant to use, density, lot, layout, housing type, planned amenities, and similar information. Please attach any supporting documentation to your application.

The property is zoned RA with a special
use permit now. would like to zone
HB for a graphics business and drop off
vehicles to be wrapped.

I, Robin N. Brock, give permission for Trevor Waltermann, prospective buyer of property owned by me, specifically, lots 23 and 28 in Oakland Heights in Davie County County, to apply for rezoning of said lots from RA to HB.

Robin N. Brock
6/24/21

- BASE MAPS
0
- MAP LAYERS
0
- MAP TOOLS
0
- SEARCH
0
- PRINT
0
- SHARE
0
- HELP
T/ROKMAPS_HE



Attachment: BOC_walterman packet_20210907 (Zoning Map Amendment 2021-06: Trevor Waltherman)

BASE MAPS
0

MAP LAYERS
0

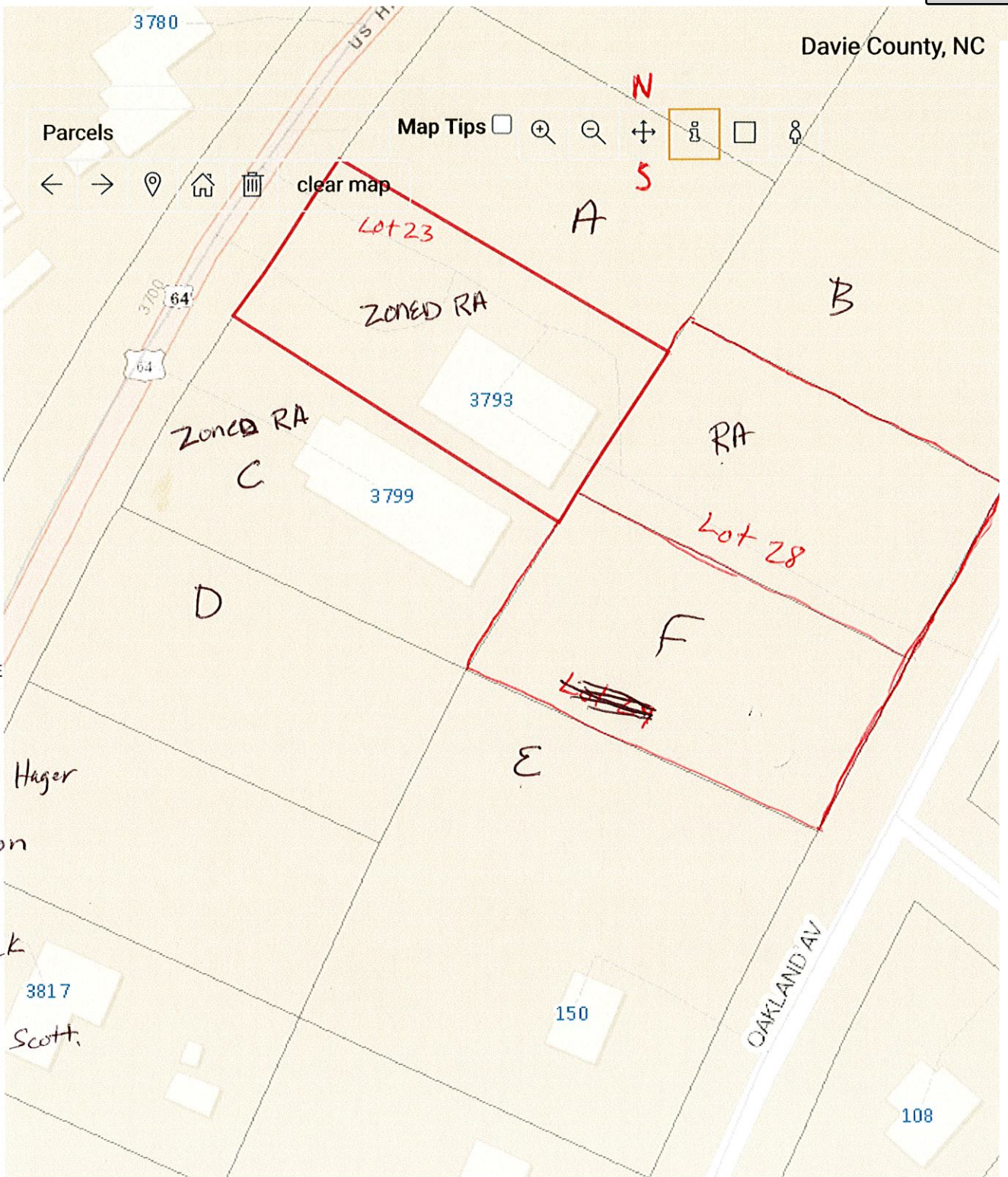
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HELP
T/ROKMAPS_HE



A+B
Jerry & Phillips Hager

C
Tony Lawhon

F
Robin Brock

E
Sharon Dale Scott

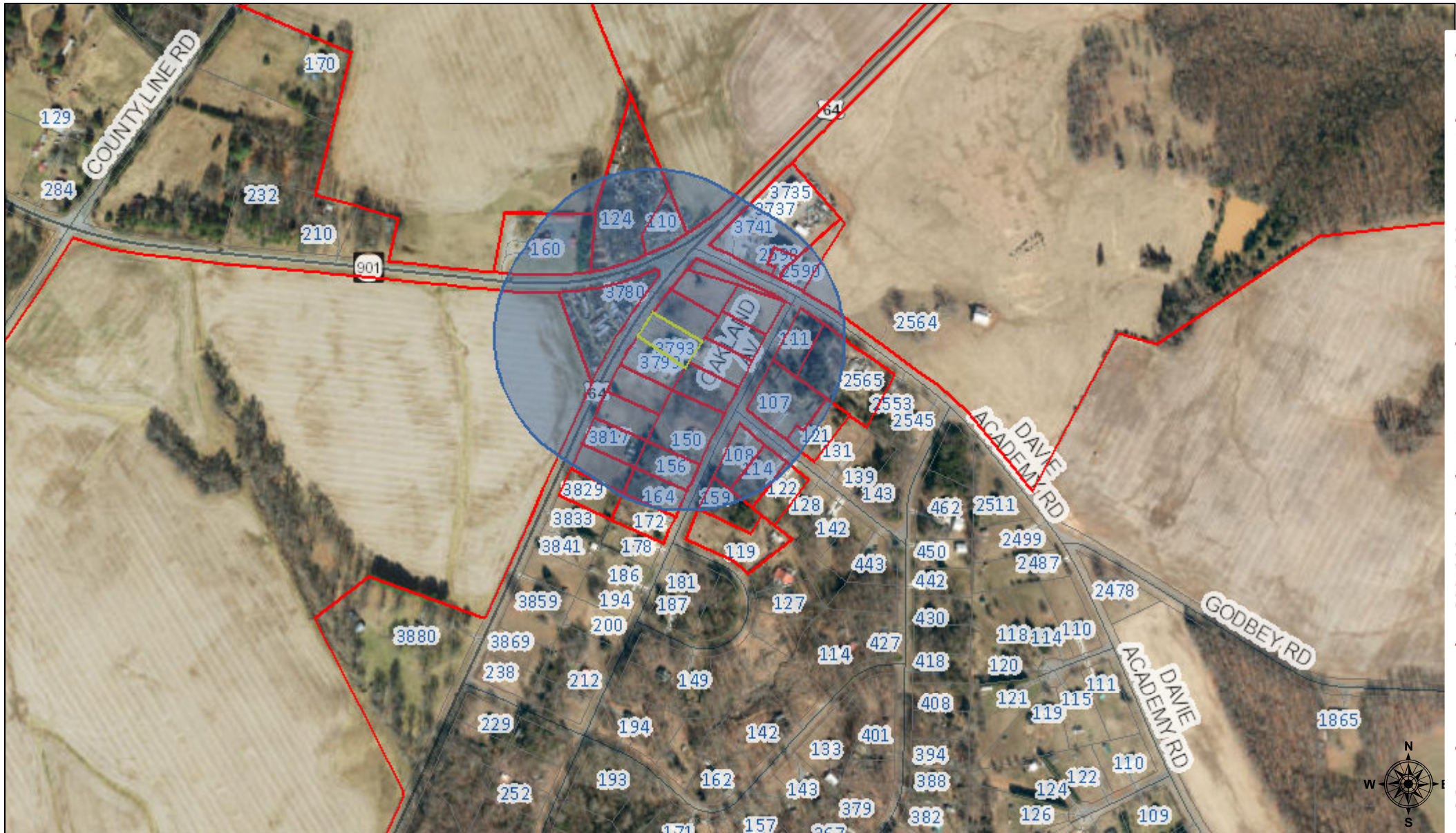
Hide 1 Results



ZOOM	BUFFER	FIND ADJOINERS	REPORT	PROPERTY CARD	DEED REFERENCE	COUNTYID	NCPIN	ACCC
Zoom	Buffer	Find Adjoiners	Property Report	Property Card	008661010	I1110A0003	4798973871	1023

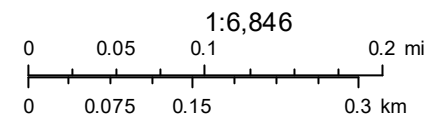
Mailing Letters Map

7.1.a



July 9, 2021

- ▲ Address
- ▨ Watershed Structure
- Driveways
- Parcels



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA/USGS, AeroGRID, IGN, and the GIS User Community
Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Packet Pg. 20

Attachment: BOC_walterman packet_20210907 (Zoning Map Amendment 2021-06: Trevor Walterman)

YADKIN VALLEY TELEPHONE MEMB
PO BOX 368

YADKINVILLE, NC 27055-0000

BLACKWELDER ROBERT ALLAN
124 NC HIGHWAY 901

HARMONY, NC 28634-0000

PEOPLES CREEK PROPERTIES LLC
814 PEOPLES CREEK RD

ADVANCE, NC 27006-7444

RIVERS JAMES T
114 OAKRIDGE LANE

MOCKSVILLE, NC 27028-0000

HERNANDEZ RUBEN
388 OAKLAND AVENUE

MOCKSVILLE, NC 27028-8315

WEST DAVIE POWER EQUIPMENT INC
160 NC HWY 901

HARMONY, NC 28634-0000

HAGER JERRY L
PO BOX 216

STONY POINT, NC 28678-0000

HARDIN JOSHUA M
1E E PIEDMONT RD

PHOENIX, AZ 85042-8356

STEVENSON JOSEPH BRENT
3817 US HIGHWAY 64 WEST

MOCKSVILLE, NC 27028-0000

NEELY PRESTON D
172 OAKLAND AVENUE

MOCKSVILLE, NC 27028-0000

THURSTON ASA S
164 OAKLAND AVENUE

MOCKSVILLE, NC 27028-8313

HICKS LARRY D
122 OAKRIDGE LANE

MOCKSVILLE, NC 27028-5663

ROBBINS ROBIN MINTON
108 OAK RIDGE LANE

MOCKSVILLE, NC 27028-0000

MICHALSKI ROBERT F
P O BOX 936

MOCKSVILLE, NC 27028-0936

COBB ALBERT LLOYD III
119 CANTER CIRCLE

MOCKSVILLE, NC 27028-0000

STROUPE RONALD J
PO BOX 277

MOCKSVILLE, NC 27028-0000

FOSTER JAMES H
233 AMERICANA ROAD

PALMER, TX 75152

STOKES HAYDEN C III
3829 US HWY 64 WEST

MOCKSVILLE, NC 27028

SCOTT SHARON DALE
150 OAKLAND AVENUE

MOCKSVILLE, NC 27028-0000

WALTERMAN RAYMOND H
107 OAKRIDGE LANE

MOCKSVILLE, NC 27028

DEEL RANDI LEIGH
121 OAKRIDGE LANE

MOCKSVILLE, NC 27028

STROUD BROTHERS FARMS LLC
4070 HIGHWAY 64 WEST

MOCKSVILLE, NC 27028

LAWHON TONY S
P O BOX 713

LEWISVILLE, NC 27023-0000

MCGUIRE BUILDING COMPANY LLC
6612 CLEMMONS CT

CLEMMONS, NC 27012-1716

BROCK ROBIN N
3793 US HIGHWAY 64 WEST

MOCKSVILLE, NC 27028-0000

BROOKS & SON 64 LLC
3741 US HIGHWAY 64 W

MOCKSVILLE, NC 27028-8455

HOLMES CHASITY RENEE
160 POINTE HOUSE LN APT 303

MOCKSVILLE, NC 27028-1951

FINLEY DANIEL L
156 OAKLAND AVE

MOCKSVILLE, NC 27028-8313

**Development & Facilities Services**

298 E. Depot Street, Ste 100 | Mocksville, NC 27028 | 336.753.6050 | f 336.751.7689

DavieCountyNC.g**Written Recommendation from Planning Board**
July 27, 2021 Meeting

1. Zoning Map Amendment 2021-06. Trevor A. Waltermann has applied to rezone approximately 0.92 acres consisting of two parcels from Residential Agricultural (R-A) to Highway Business (HB). The subject property is located at 3793 US HWY 64 West and is further described as parcels of Davie County Tax Map I1110A0003 and I1110A0030.

The Board voted for Approval of the Zoning Map Amendment; (7 in favor and 0 opposed) the amendment promotes public health, safety and general welfare; is consistent with all applicable adopted plans and considers the action to be reasonable and in the public interest; that said approval furthers the goals, objectives, actions and policies of the Comprehensive Plan because it is in harmony with the surrounding area and uses, and it is in the vicinity of commercially zoned property

2. Zoning Map Amendment 2021-07. Bird & Co. c/o Tyler and Sara King have applied to rezone approximately 9.7 acres consisting of three parcels from Residential 12 (R-12) to Highway Business (HB). The subject property is located on the west side of US HWY 601 N between Ijames Church Road and Chaucer Lane. The property is further described as parcels of Davie County Tax Map G30000003302, G30000003304 and G30000003303.

The Board voted for Approval of the Zoning Map Amendment; (6 in favor and 0 opposed) the amendment promotes public health, safety and general welfare; is consistent with all applicable adopted plans and considers the action to be reasonable and in the public interest; that said approval furthers the goals, objectives, actions and policies of the Comprehensive Plan because it is in harmony with the surrounding area and uses, and it is in the vicinity of commercially zoned property

This reflects the recommendation of the Planning Board.

Attest:



Jeffrey Allen, Chairman
Davie County Planning Board

Attachment: BOC_waltermann packet_20210907 (Zoning Map Amendment 2021-06: Trevor Waltermann)

**Minutes of the
Davie County Planning Board
July 27, 2021**

A. CALL TO ORDER

Attendee Name	Title	Status
Ellen Grubb	Board Member	Present
Mark White	Board Member	Present
Mariam Wright	Board Member	Present
Jeffrey Allen	Chairman	Present
Jeffrey Vaughn	Board Member	Absent
Wendy Gallimore	Board Member	Present
Alan Miller	Alternate Member	Present
Tamara Taylor	Alternate Member	Present

Others present: Andrew Meadwell, Amy Flyte, Adam Barr
Chairman Allen called the meeting to order.

B. APPROVAL OF THE MINUTES:– MAY 18, 2021

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Wendy Gallimore
SECONDER: Mark White
AYES: Grubb, White, Wright, Taylor, Allen, Gallimore, Miller
ABSENT: Vaughn

C. PUBLIC COMMENT

1. Bonnie Grigsby discussed solar requirements.

D. ZONING AMENDMENT

Zoning Map Amendment 2021-06. Trevor A. Waltermann has applied to rezone approximately 0.92 acres consisting of two parcels from Residential Agricultural (R-A) to Highway Business (HB). The subject property is located at 3793 US HWY 64 West and is further described as parcels of Davie County Tax Map I1110A0003 and I1110A0030.

Adam Barr introduced the item.

Chairman Allen opened the public comment period.

1. Trevor Waltermann, the applicant, outlined the request and answered questions.
2. Kevin Bowers, 150 Oakland Avenue, asked clarifying questions.

Chairman Allen closed the public comment period.

Mariam Wright made a motion to approve and for the adoption of the following statement:

the amendment promotes public health, safety and general welfare; is consistent with all applicable adopted plans and considers the action to be reasonable and in the public interest; that said approval furthers the goals, objectives, actions and policies of the Comprehensive Plan because it is in harmony with the surrounding area and uses, and it is in the vicinity of commercially zoned property

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mariam Wright
SECONDER:	Tamara Taylor
AYES:	Grubb, Wright, White, Taylor, Allen, Gallimore, Miller
ABSENT:	Vaughn

E. ZONING AMENDMENT

Zoning Map Amendment 2021-07. Bird & Co. c/o Tyler and Sara King have applied to rezone approximately 9.7 acres consisting of three parcels from Residential 12 (R-12) to Highway Business (HB). The subject property is located on the west side of US HWY 601 N between Ijames Church Road and Chaucer Lane. The property is further described as parcels of Davie County Tax Map G30000003302, G30000003304 and G30000003303

Ellen Grubb recused herself from voting on this amendment.

Adam Barr introduced the item.

Chairman Allen opened the public comment period.

1. Tyler and Sara King, the applicants, outlined the request and answered questions.
2. John Hoglen, 175 Ijames Church Road, voiced concerns regarding traffic on Ijames Church road.
3. Paul O'Neal, 165 Ijames Church Road, voiced concerns regarding traffic on Ijames Church road.
4. Angie Bailey spoke in favor of the amendment.
5. Michael Johnson, 147 Ijames Church Road, voiced concerns regarding traffic on Ijames Church road and US HWY 601 N.

Chairman Allen closed the public comment period.

Mariam Wright made a motion to approve and for the adoption of the following statement: the amendment promotes public health, safety and general welfare; is consistent with all applicable adopted plans and considers the action to be reasonable and in the public interest; that said approval furthers the goals, objectives, actions and policies of the Comprehensive Plan because it is in harmony with the surrounding area and uses, and it is in the vicinity of commercially zoned property

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Mariam Wright
SECONDER: Alan Miller
AYES: Wright, White, Taylor, Allen, Gallimore, Miller
ABSENT: Vaughn
RECUSED: Grubb

F. OLD OR NEW BUSINESS

The meeting time of the Planning Board will be permanently moved to 3:00 P.M.

G. ADJOURNMENT

RESULT: **ADJOURNED [UNANIMOUS]**
MOVER: Jeff Allen
SECONDER: Wendy Gallimore
AYES: Grubb, Wright, White, Taylor, Allen, Gallimore, Miller
ABSENT: Vaughn



**DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS**

Agenda Item Details:

Date of Meeting: September 7, 2021

Department: Development Services - Inspections, Public Buildings

Resource Person: Amy Flyte

ISSUE/ACTION REQUESTED:

Zoning Map Amendment 2021-07: Tyler King

BACKGROUND/PURPOSE OF REQUEST: Zoning Map Amendment 2021-07. Bird & Co. c/o Tyler and Sara King have applied to rezone approximately 9.7 acres consisting of three parcels from Residential 12 (R-12) to Highway Business (H-B). The subject properties are located on the west side of US HWY 601 N between Ijames Church Road and Chaucer Lane. The property is further described as parcels of Davie County Tax Map G30000003302, G30000003304 and G30000003303.

FISCAL IMPACT: <Insert Info Here>

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:

BOC_packet_birdco_20210907



Development & Facilities Services

298 E. Depot Street, Ste 100 | Mocksville, NC 27028 | 336.753.6050 | f 336.751.7689

DavieCountyNC.gov



NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR THE FOLLOWING ZONING AMENDMENTS

NOTICE IS HEREBY GIVEN, pursuant to the requirements of Chapter 160D-602 of the General Statutes of North Carolina and Section 155.251 of the Davie County Code of Ordinances, that the Davie County Board of Commissioners will hold a **Public Hearing** in the Commissioners Meeting Room in the Administration Building located at 123 S. Main Street, Mocksville, NC on **Tuesday September 7, 2021 at 6:00pm** to hear the following requests:

Zoning Map Amendment 2021-06. Trevor A. Waltermann has applied to rezone approximately 0.92 acres consisting of two parcels from Residential Agricultural (R-A) to Highway Business (HB). The subject property is located at 3793 US HWY 64 West and is further described as parcels of Davie County Tax Map I1110A0003 and I1110A0030.

Zoning Map Amendment 2021-07. Bird & Co. c/o Tyler and Sara King have applied to rezone approximately 9.7 acres consisting of three parcels from Residential 12 (R-12) to Highway Business (HB). The subject property is located on the west side of US HWY 601 N between Ijames Church Road and Chaucer Lane. The property is further described as parcels of Davie County Tax Map G30000003302, G30000003304 and G30000003303.

The public is invited to attend the hearing at which time there will be an opportunity to be heard in favor of, or in opposition to, the above items. As a result of the public hearing, substantial changes might be made in the advertised proposal, reflecting objections, debate and discussion at the hearing. Additional information is available at the Development & Facilities Services Department on weekdays between 8:30 a.m. and 5:00 p.m. or by telephone at (336) 753-6050.

Andrew Meadwell
Planning Department

###

**Legal Notice
Affidavit Required
Publication Dates:
August 26, 2021
September 2, 2021**

Attachment: BOC_packet_birdco_20210907 (Zoning Map Amendment 2021-07: Tyler King)



Davie County
ZONING MAP AMENDMENT 2021-07
Bird & Co Tyler and Sara King

Submittal Date
July 07, 2021

STAFF REPORT TO THE BOARD
 September 7, 2021 Meeting Date

Planning Staff
 Amy Flyte

I. REQUEST

To rezone approximately 9.7 acres of land from Residential 12 (R-12) to Highway Business (H-B).

II. PROJECT LOCATION

The subject property is located on the west side of US HWY 601 N between IJames church Road and Chaucer Lane. The property is further described as parcels of Davie County Tax Map G30000003302, G30000003304, and G30000003303.

III. PROJECT PROFILE

DAVIE COUNTY PIN: G30000003302, G30000003303, G30000003304

ZONING DISTRICT: Residential 12 (R-12)

LAND USE PLAN: Residential, Commercial Mixed Use

WATERSHED: N/A

CROSS REFERENCE FILES: N/A

APPLICANT: Bird & Co, Tyler and Sara King

PROPERTY SIZE: Approximately 9.7 acres

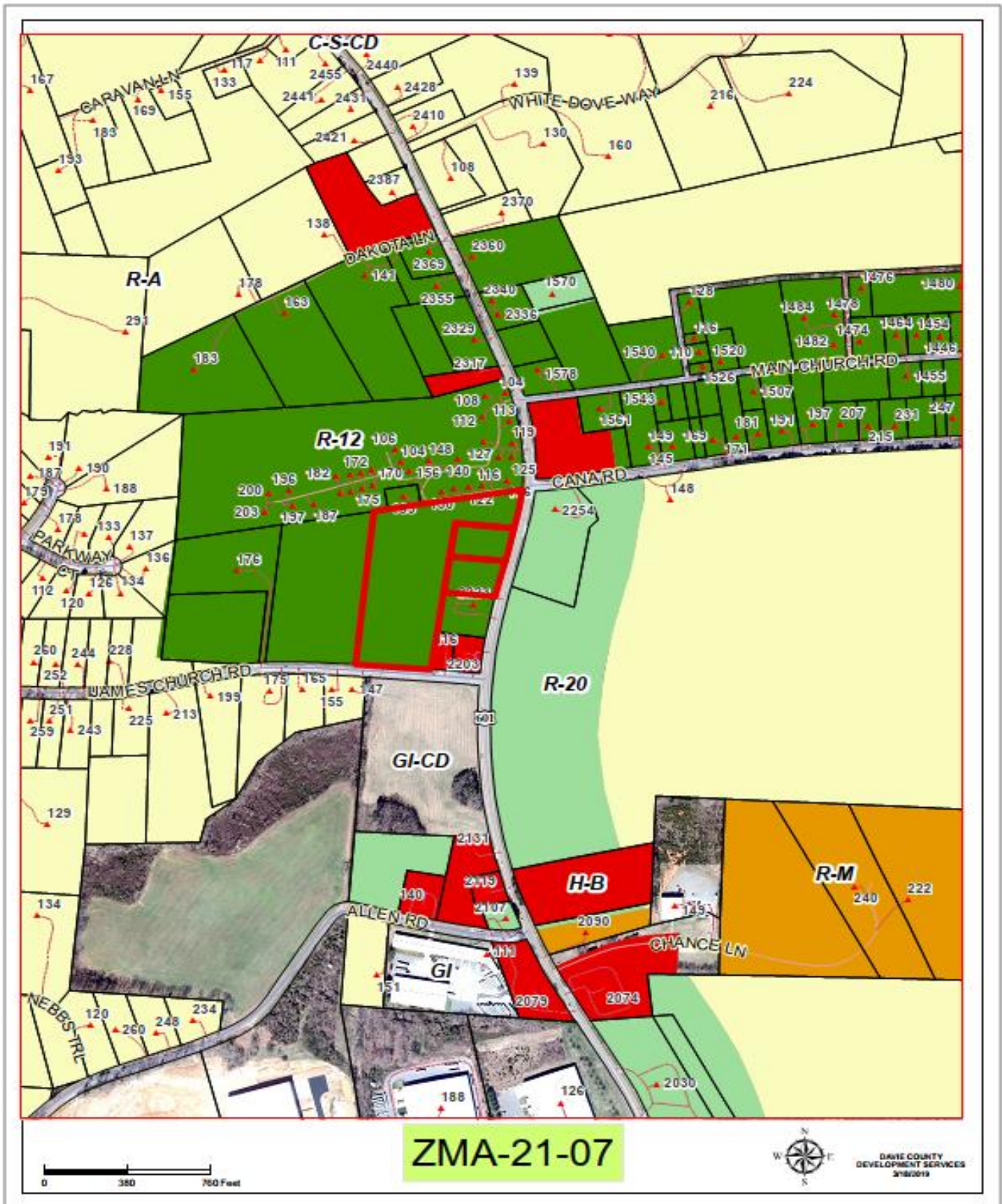
CURRENT LAND USE: Vacant

PROPOSED LAND USE: Commercial

PROJECT SETTING – SURROUNDING ZONING DISTRICTS AND LAND USES

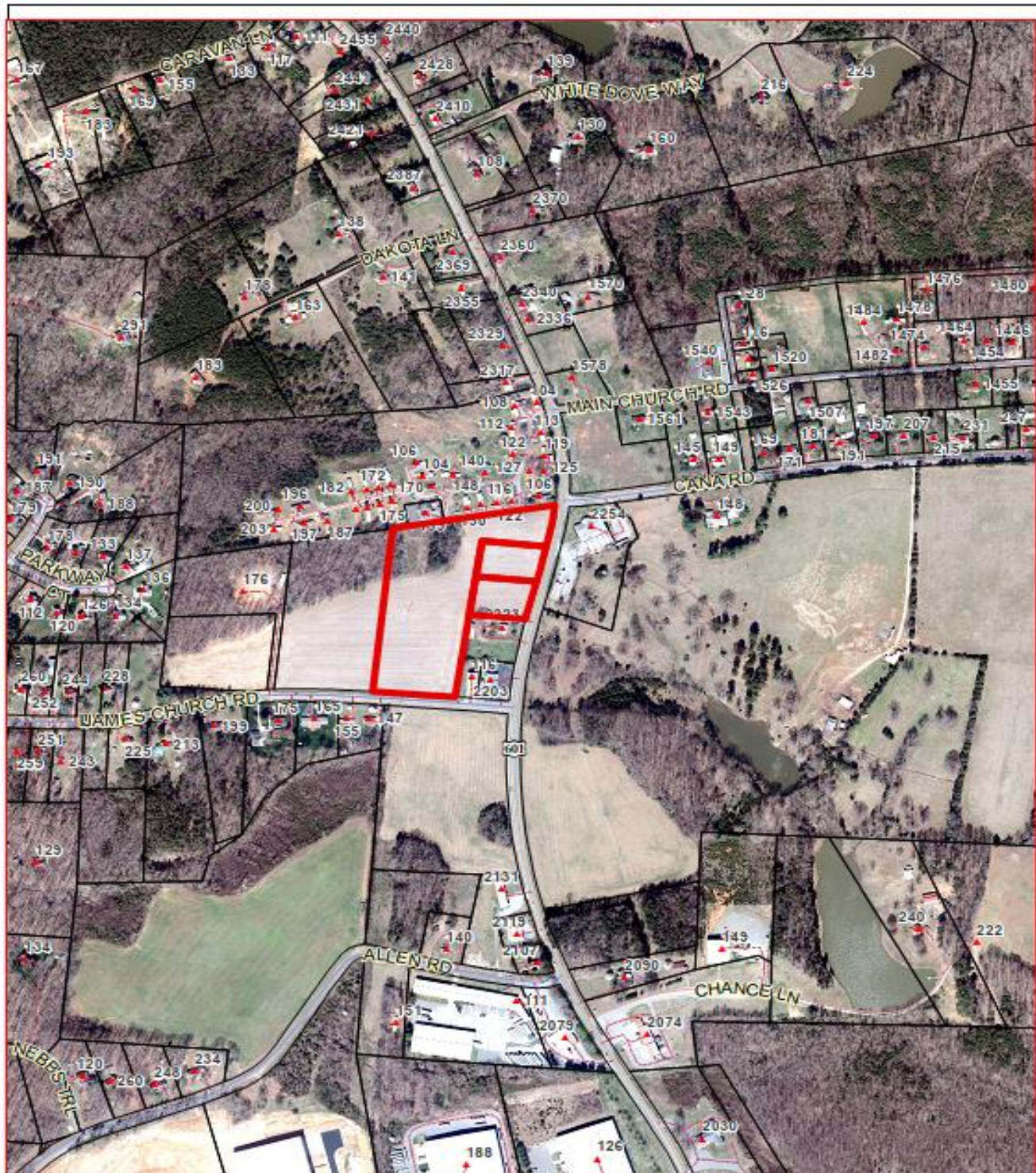
DIRECTION	LAND USE	ZONING
North	Residential, Commercial	R-12 & HB
West	Residential, Vacant	R-12
South	Commercial, Industrial, Residential	GI, R-A
East	Residential, Agricultural, Residential	HB, R-12, & R-20

IV. Zoning Map



Attachment: BOC_packet_birdco_20210907 (Zoning Map Amendment 2021-07: Tyler King)

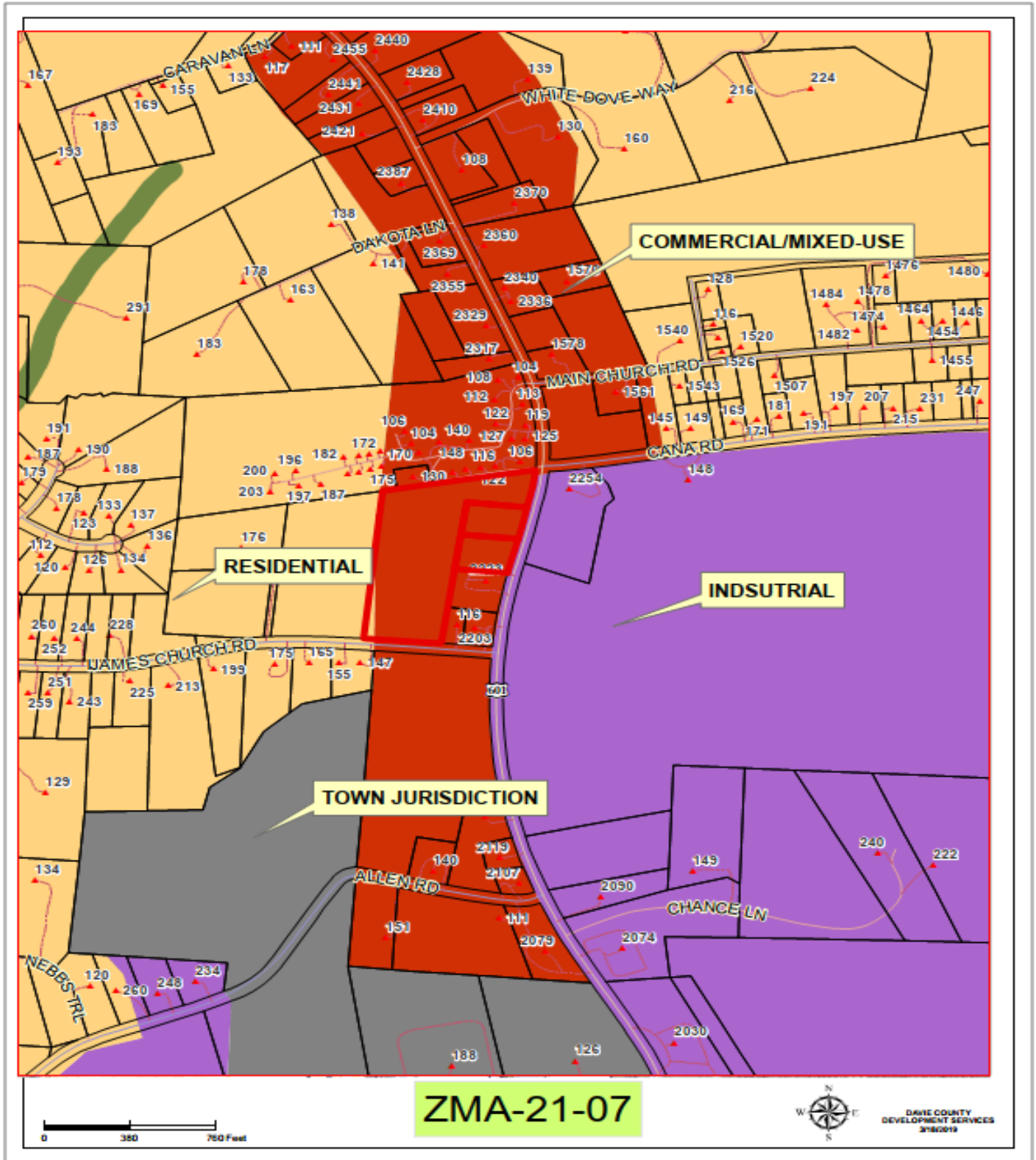
VI. 2018 Aerial Map



ZMA-21-07

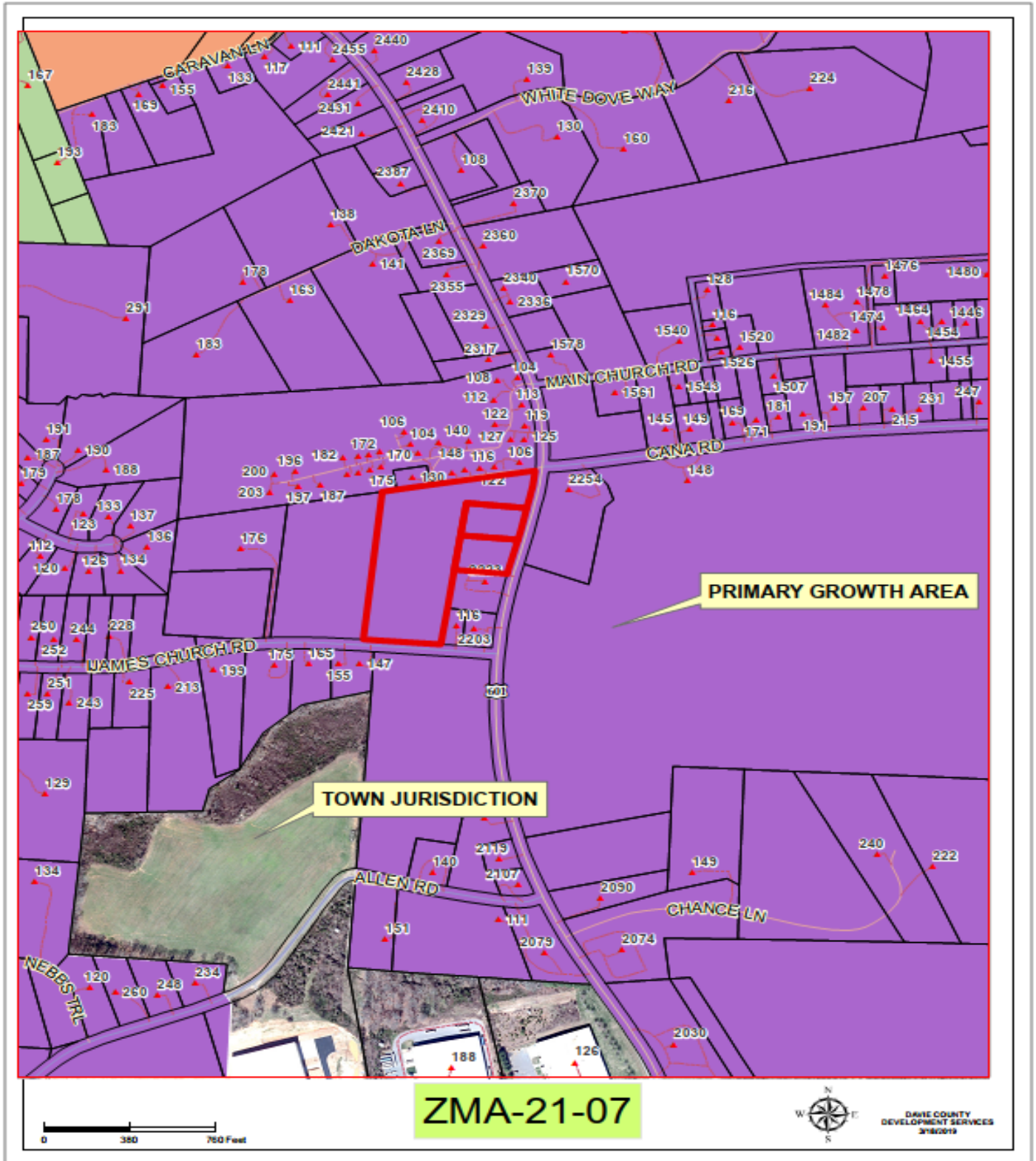
DAVE COUNTY
DEVELOPMENT SERVICES
3/19/2019

VII. Land Development Plan Map



Attachment: BOC_packet_birdco_20210907 (Zoning Map Amendment 2021-07: Tyler King)

VIII. Davie County Growth Enhancement Strategy Map



Attachment: BOC_packet_birdco_20210907 (Zoning Map Amendment 2021-07: Tyler King)

IX. LAND USE/ ZONING HISTORY

- **1973:** The properties were originally zoned Residential 12.

A. Proposed Zoning

The H-B Highway Business District was established principally for retail operations located on the roadways throughout the county.

B. Utilities

Public water appear to be available at the site and a private septic system would be used.

C. Davie County Comprehensive Plan

The property is located in an area designated as Commercial/Mixed-Use on the Davie County Land Use Map.

The Comprehensive Plan states:

- Incentivize development near infrastructure (e.g. roads, water and sewer) to reduce growth demand on prime agricultural farmlands by allowing increased density.
- Promote mixed use development to encourage proximity of housing to employment and reduce work trip travel time.
- Support innovative and flexible land planning techniques as a means of encouraging development configurations which are more desirable and which may better safeguard existing natural land and water resources.
- Ensure that runoff and drainage from development and agricultural activities is as close to natural pre-development conditions as possible.
- Ensure quality commercial, office, and institutional development. Encourage increased density in primary and secondary growth areas.
- Encourage mixed use industrial or business development to allow residential development on portions of new development or redevelopment.
- Encourage planned development that mimics the existing architectural aesthetic of nearby land uses, ensures internal and external walkability and bikeability connections and complements nearby residential land use.
- Discourage narrow or linear single land use category zoning districts.
- Limit rural area commercial development to local convenience stores, farm supply stores, and generally accepted rural retailing establishments and require them to be clustered near road intersections.

D. Davie County Growth Enhancement Strategy

The property is located in an area that is designated as a Primary Growth Area. The primary county growth area is located adjacent to municipal limits or regulatory areas and generally extends along major urban/transportation corridors within the county. It includes areas that are likely to have access to urban infrastructure services, such as water and sewer, within the near future. The Primary Growth Area is predominantly mixed use that will include residential and commercial development. Higher urban type density level can be anticipated in this area.

The Growth Enhancement Strategy describes area characteristics within the primary growth area as:

- Close to municipalities and central business districts
- Likely to have access to both public water and sewer in the foreseeable future.
- Predominately mixed use including, residential and commercial.
- Highest density residential development
- Prime site for office and commercial locations
- Adjacent to primary and interstate roads.
- Prime site for industrial locations

Policy 3.1 Industrial development should not be located in areas that would diminish the desirability of existing and planned residential uses, nor should major subdivisions be allowed to encroach upon existing or planned industrial sites without appropriate buffers.

Policy 3.2 Industrial development will be on land that is physically suitable and has unique location advantages for industry. Advanced planning for the identification of such land will be encouraged.

Policy 3.3 Heavy industrial sites will be separated from non-industrial areas by natural features, green belts and/or other suitable means.

Policy 3.6 New industrial development will be encouraged to locate in existing and planned industrial parks.

Policy 4.1 Commercial development will be encouraged to occur in clusters or planned shopping centers to minimize the proliferation of “retail strip” locations.

Policy 4.2 Highway-oriented commercial uses will be clustered along segments of arterial streets and contain land uses that are mutually compatible and reinforcing in use and design. They will be designed in a way that minimizes signage, access points and excessive lengths of commercial strip development.

Policy 4.4 Commercial uses will be encouraged to develop by consolidation and deepening of existing commercially zoned property, only when such consolidation and deepening can be developed in a way that lessens the effect of incompatibility with adjoining residential land uses.

Policy 4.5 Effective buffering and/or landscaping will be provided where commercial development adjoins existing or planned residential uses.

Policy 4.6 Compatible land uses such as rural neighborhood retail and service establishments located close to general residential areas will be considered during the rezoning process with the general goal of reducing automobile travel distances and promoting better livability in the community.

Policy 4.8 Office and institutional development will be encouraged to locate as transitional land use between activities of higher and lower intensity.

Policy 6.9 The County will consider ways to preserve buffers and other sensitive areas through density averaging and/or conservation agreements.

Policy 6.5 Site plans will be provided that design built-upon areas to specifically minimize stormwater runoff impact to streams and other receiving waters.

Policy 6.10 The County will clearly define land areas that are appropriate for development, as well as defined areas of environmentally sensitive, natural, or heritage asset land areas that need special protection.

X. ISSUES TO CONSIDER

The Board may not consider any specific use of the property but all possible uses in the Highway Business district. The Board may approve or deny, or defer the request for additional consideration. The Board should consider the following in making its recommendation:

1. The property's potential as a commercial use.
2. The property's potential as a residential use.
3. The property's location along a major arterial.
4. If rezoning is approved, any new structure will go through a Project Review to ensure compliance with zoning ordinance standards such as setbacks, landscaping, buffers, parking, etc.
5. Whether the proposed reclassification is consistent with the purposes, goals, objectives, and policies of adopted plans for the area.
6. Whether the proposed reclassification is consistent with the overall character of existing development in the immediate vicinity of the subject property.
7. Applicable Zoning Ordinance Sections: The following sections of the Zoning Ordinance are applicable to this request: §155.125(B) Table of Uses; §155.145 Highway Business district; §155.161(B) Procedures for Special Use Districts; and, §155.250-253 Changes and Amendments.

XI. PLANNING BOARD RECOMMENDATION

The Planning Board heard the request at their July 27th regular meeting and voted unanimously to recommend approval (6-0). See attached signed recommendation.

XI. BOARD ACTION

The Board of County Commissioners is requested to hold a public hearing for this zoning map amendment at the regular September 7th meeting. Following the public hearing, the Board is requested to take action following a motion and a second for one of the items below:

☐ **Move that the following statement be adopted in support of a Motion to Approve;** the amendment promotes public health, safety and general welfare; is consistent with all applicable adopted plans and considers the action to be reasonable and in the public interest; that said approval furthers the goals, objectives, actions and policies of the Comprehensive Plan because it is in harmony with the surrounding area and uses, and it is in the vicinity of commercially zoned property.

☐ **Move that the following statement be adopted in support of a Motion to Deny,** the amendment is not consistent with all applicable adopted plans; the amendment does not promote the public health, safety and general welfare and does not consider the action to be reasonable and in the public interest due to: the amendment does not protect the areas residential, rural historic character, the amendment will have detrimental effects and will not protect, enhance and encourage a high quality of life, and image enjoyed by area residents.

☐ **Defer** the amendment for additional consideration.

How will the public be notified of the Zoning Map Amendment change?

The public will be notified in three ways. First, a sign will be posted on the property being rezoned. Second, a public notice will be submitted by the Davie County Development Services Department to the *Davie County Enterprise*. Third, by a notice being sent to all property owners located within 500 feet of the property lines of the property being rezoned.

Davie County Application for a Zoning Map Amendment

To: Board of County Commissioners of Davie County

Date: 7/7/21Applicant's Name: TYLER & SARA KING- BIRD & COApplicant's Address: 157 BUCKEYE TRAIL
MOCKSVILLE, NC 27018

Address and brief description of the property

To be rezoned or amendment to be made:

Tax Map: G3000000-3302, 3303, 3304Parcel(s): 5820517916, 582052715, 5820513991TRACT 3, 4, 5, 6 (of attached survey) TO BE APPROX. 10 AC, OF 17 ACTRACT WE ARE PLANNING ON PURCHASINGApplicant's interest in the property: ☐ Ownership ☐ Lease Agreement ☒ Other (explain below)CONTRACT TO PURCHASE - SUBJECT TO BOARDS APPROVAL

If Property is not owned by the applicant, lease agreement or other binding legal documentation stating Applicant's legal right(s) for use of the above listed property shall be required upon submittal of application.

Type of rezoning requested:

From: R-12To: H-B

(or brief description of request):

WARE HOUSE

Reason(s) for the requested rezoning:

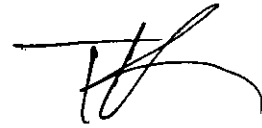
TO CONSTRUCT A 20,000 sq. ft.
WAREHOUSE FOR OUR RETAIL & ONLINE BOUTIQUEApplicant's Signature: SARA KING

(Applicant)

This the 7 day of JULY, 2021

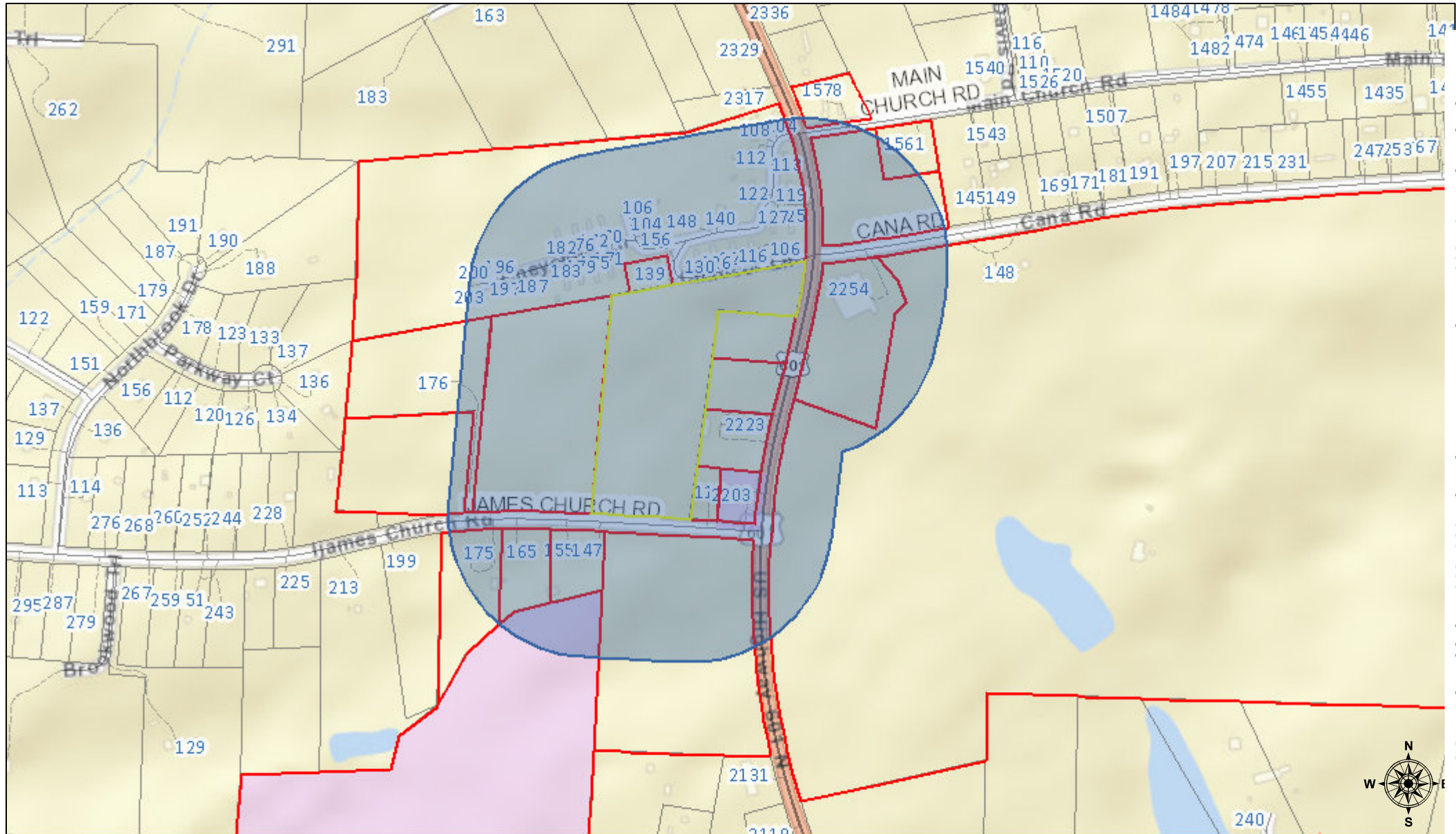
By signing this form, applicant hereby states all information written herein is accurate and true. Applicant further states the Planning and Zoning Staff have fully explained the requirements of the ordinance and the information required for the Board of Commissioners to render a decision.

With the property survey attached my wife and I are looking to purchase tract 2,3,4,5, and 6. We are asking to only have tract 3,4,5, and 6 rezoned for commercial purpose. We would like to leave tract 2 as residential out of respect for neighboring residents. As far as our plans with the property go if granted approval for rezoning our plans are to build a 20,000-25,000 sq/ft warehouse for our clothing business (Bird & Co). We would not be open to the public at this location it would only be used for our online business. Our business loves to give back and help others in need when possible. We would love to bring many more jobs to our community.

A handwritten signature in black ink, appearing to be 'TK' or similar, with a horizontal line extending to the left.

parcels labels mailed

7.2.a



July 12, 2021

- ▲ Address
- Driveways
- Parcels
- ▨ Watershed Structure
- City Limit
- MOCKSVILLE
- COOLEEMEE
- BERMUDA RUN
- County Line

1:6,846

0 0.05 0.1 0.2 mi

0 0.075 0.15 0.3 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

CRESCENT ELECTRIC MEMB CORP
PO BOX 1831

STATESVILLE, NC 28687-0000

WILCOX ROBERT CHARLES
137 PARKWAY COURT

MOCKSVILLE, NC 27028

LAYMON GRAY A
1241 MAIN CHURCH ROAD

MOCKSVILLE, NC 27028-5873

ONEAL PAUL F
165 IJAMES CHURCH ROAD

MOCKSVILLE, NC 27028-0000

ANGELL LINDA H
2223 US HIGHWAY 601 NORTH

MOCKSVILLE, NC 27028-0000

CARTER JUSTIN
481 NORTH MAIN STREET

MOCKSVILLE, NC 27028-0000

BLACKWELDER INVESTMENTS LLC
803 RAINTREE CT

WINSTON-SALEM, NC 27106-0000

Tyler and Sara King
157 Buckeye Trail
MOCKSVILLE, NC 27028-5950

MCCRACKEN MATTHEW
1561 MAIN CHURCH ROAD

MOCKSVILLE, NC 27028

TRIAD AUTO GROUP NC LLC
106 N SALISBURY STREET

MOCKSVILLE, NC 27028

HOGLEN JONNY LEE
175 IJAMES CHURCH RD

MOCKSVILLE, NC 27028

CHRISTY HOLDING COMPANY LLC
204 E TERRACE DRIVE

PLANT CITY, FL 33563

MYERS GLENDA
176 IJAMES CHURCH RD

MOCKSVILLE, NC 27028

BOSTICK DUSTIN LEE
1125 DAVIE ACADEMY RD

MOCKSVILLE, NC 27028-5138

601 NORTH TRAILER PARK LLC
5186 HIGH POINT RD TRLR 7

HIGH POINT, NC 27265-1147

JOHNSON MICHAEL JOE
147 IJAMES CHURCH RD

MOCKSVILLE, NC 27028-0000

CREASON TERRY RAY
2578 US HIGHWAY 601 NORTH

MOCKSVILLE, NC 27028-5950

**Development & Facilities Services**

298 E. Depot Street, Ste 100 | Mocksville, NC 27028 | 336.753.6050 | f 336.751.7689

DavieCountyNC.g

Written Recommendation from Planning Board
July 27, 2021 Meeting

1. Zoning Map Amendment 2021-06. Trevor A. Waltermann has applied to rezone approximately 0.92 acres consisting of two parcels from Residential Agricultural (R-A) to Highway Business (HB). The subject property is located at 3793 US HWY 64 West and is further described as parcels of Davie County Tax Map I1110A0003 and I1110A0030.

The Board voted for Approval of the Zoning Map Amendment; (7 in favor and 0 opposed) the amendment promotes public health, safety and general welfare; is consistent with all applicable adopted plans and considers the action to be reasonable and in the public interest; that said approval furthers the goals, objectives, actions and policies of the Comprehensive Plan because it is in harmony with the surrounding area and uses, and it is in the vicinity of commercially zoned property

2. Zoning Map Amendment 2021-07. Bird & Co. c/o Tyler and Sara King have applied to rezone approximately 9.7 acres consisting of three parcels from Residential 12 (R-12) to Highway Business (HB). The subject property is located on the west side of US HWY 601 N between Ijames Church Road and Chaucer Lane. The property is further described as parcels of Davie County Tax Map G30000003302, G30000003304 and G30000003303.

The Board voted for Approval of the Zoning Map Amendment; (6 in favor and 0 opposed) the amendment promotes public health, safety and general welfare; is consistent with all applicable adopted plans and considers the action to be reasonable and in the public interest; that said approval furthers the goals, objectives, actions and policies of the Comprehensive Plan because it is in harmony with the surrounding area and uses, and it is in the vicinity of commercially zoned property

This reflects the recommendation of the Planning Board.

Attest:



Jeffrey Allen, Chairman
Davie County Planning Board

Attachment: BOC_packet_birdco_20210907 (Zoning Map Amendment 2021-07: Tyler King)

**Minutes of the
Davie County Planning Board
July 27, 2021**

A. CALL TO ORDER

Attendee Name	Title	Status
Ellen Grubb	Board Member	Present
Mark White	Board Member	Present
Mariam Wright	Board Member	Present
Jeffrey Allen	Chairman	Present
Jeffrey Vaughn	Board Member	Absent
Wendy Gallimore	Board Member	Present
Alan Miller	Alternate Member	Present
Tamara Taylor	Alternate Member	Present

Others present: Andrew Meadwell, Amy Flyte, Adam Barr
Chairman Allen called the meeting to order.

B. APPROVAL OF THE MINUTES:– MAY 18, 2021

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Wendy Gallimore
SECONDER: Mark White
AYES: Grubb, White, Wright, Taylor, Allen, Gallimore, Miller
ABSENT: Vaughn

C. PUBLIC COMMENT

1. Bonnie Grigsby discussed solar requirements.

D. ZONING AMENDMENT

Zoning Map Amendment 2021-06. Trevor A. Waltermann has applied to rezone approximately 0.92 acres consisting of two parcels from Residential Agricultural (R-A) to Highway Business (HB). The subject property is located at 3793 US HWY 64 West and is further described as parcels of Davie County Tax Map I1110A0003 and I1110A0030.

Adam Barr introduced the item.

Chairman Allen opened the public comment period.

1. Trevor Waltermann, the applicant, outlined the request and answered questions.
2. Kevin Bowers, 150 Oakland Avenue, asked clarifying questions.

Chairman Allen closed the public comment period.

Mariam Wright made a motion to approve and for the adoption of the following statement:

the amendment promotes public health, safety and general welfare; is consistent with all applicable adopted plans and considers the action to be reasonable and in the public interest; that said approval furthers the goals, objectives, actions and policies of the Comprehensive Plan because it is in harmony with the surrounding area and uses, and it is in the vicinity of commercially zoned property

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mariam Wright
SECONDER:	Tamara Taylor
AYES:	Grubb, Wright, White, Taylor, Allen, Gallimore, Miller
ABSENT:	Vaughn

E. ZONING AMENDMENT

Zoning Map Amendment 2021-07. Bird & Co. c/o Tyler and Sara King have applied to rezone approximately 9.7 acres consisting of three parcels from Residential 12 (R-12) to Highway Business (HB). The subject property is located on the west side of US HWY 601 N between Ijames Church Road and Chaucer Lane. The property is further described as parcels of Davie County Tax Map G30000003302, G30000003304 and G30000003303

Ellen Grubb recused herself from voting on this amendment.

Adam Barr introduced the item.

Chairman Allen opened the public comment period.

1. Tyler and Sara King, the applicants, outlined the request and answered questions.
2. John Hoglen, 175 Ijames Church Road, voiced concerns regarding traffic on Ijames Church road.
3. Paul O'Neal, 165 Ijames Church Road, voiced concerns regarding traffic on Ijames Church road.
4. Angie Bailey spoke in favor of the amendment.
5. Michael Johnson, 147 Ijames Church Road, voiced concerns regarding traffic on Ijames Church road and US HWY 601 N.

Chairman Allen closed the public comment period.

Mariam Wright made a motion to approve and for the adoption of the following statement: the amendment promotes public health, safety and general welfare; is consistent with all applicable adopted plans and considers the action to be reasonable and in the public interest; that said approval furthers the goals, objectives, actions and policies of the Comprehensive Plan because it is in harmony with the surrounding area and uses, and it is in the vicinity of commercially zoned property

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Mariam Wright
SECONDER: Alan Miller
AYES: Wright, White, Taylor, Allen, Gallimore, Miller
ABSENT: Vaughn
RECUSED: Grubb

F. OLD OR NEW BUSINESS

The meeting time of the Planning Board will be permanently moved to 3:00 P.M.

G. ADJOURNMENT

RESULT: **ADJOURNED [UNANIMOUS]**
MOVER: Jeff Allen
SECONDER: Wendy Gallimore
AYES: Grubb, Wright, White, Taylor, Allen, Gallimore, Miller
ABSENT: Vaughn



**DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS**

Agenda Item Details:

Date of Meeting: September 7, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Public Hearing - Economic Development Project Lad

**BACKGROUND/PURPOSE OF REQUEST: Public Hearing - Economic Development
Project Lad**

FISCAL IMPACT:

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:

Project Lad Public Hearing

Resolution - ED Project BADER

Incentive agreement-Scott Bader Company Limitedv1.3.1eev7-19-21

DAVIE COUNTY

ENTERPRISE RECORD
Legal Invoice

REMIT TO:
 SALISBURY NEWSMEDIA, LLC
 P.O. BOX 4639
 SALISBURY, NC 28145
 704-797-4211

STACY MOYER
 DAVIE COUNTY BOARD OF COMMISSIONERS
 123 SOUTH MAIN STREET
 MOCKSVILLE, NC 27028

Acct #: 155670
Ad #: 1298673
Insert Dates: 08/26/21, 09/02/21
Tagline: DC-NOTICE Project Lad for Sept
Purchase Order #
Amount Due: \$205.01

No. 1298673

**NORTH CAROLINA
 DAVIE COUNTY**

**NOTICE OF PUBLIC HEARING
 (Re: Economic Development
 Incentives)**

TAKE NOTICE that a Public Hearing will be held before the Board of Commissioners of Davie County, North Carolina at 6:00 p.m., Tuesday, September 7, 2021, in the County Commissioners Meeting Room of the Davie County Administration Building at 123 South Main Street, Mocksville, North Carolina, pursuant to the provisions of N.C.G.S. §158-7.1 to consider granting economic development incentive appropriations (the "Incentives") for the purpose of aiding and encouraging the expansion in scope of a proposed new industrial enterprise, known as "Project Lad", (herein the "Company"), to be located in Davie County, North Carolina.

that the investment will be returned to the County in tax revenue derived from the project in less than five years.

TAKE FURTHER NOTICE, that the benefits to the public expected to be derived from the realization of the Economic Development Project made possible by the Incentives include, but are not limited to: the increase of the tax base of the County by at least \$15,061,600.00, the creation of approximately 28 new jobs, the attraction to Davie County and the State of North Carolina of the Company which might have located in another state but for the grant of the Incentives, and the opportunity for new industrial growth, to be developed in Davie County and North Carolina.

Publish: 08/26/21, 09/02/21.

TAKE FURTHER NOTICE, that the Incentives being considered are for an Economic Development Project by the Company which involves the expenditure by the Company of approximately fifteen million sixty-one thousand six hundred dollars (\$15,061,600.00) to acquire property, construct a manufacturing facility, which will result in a minimum increase to the ad valorem tax base of the County of \$15,061,600.00, and the creation of twenty-eight (28) new jobs at the facility. The property to be acquired by the Company where the Economic Development Project will take place is a portion of those properties located in the Hollingsworth's South Point Industrial Business Park, Town of Mocksville, Davie County, North Carolina. The Incentives being considered are approximately \$154,879.28 from the County of Davie to assist the Company with the purchase of real estate and equipment as authorized under North Carolina General Statute §158-7.1. The Incentive Agreement will provide remedies to the County if the Company fails to create the jobs or fails to meet the tax base increase requirement of \$15,061,600.00. It is expected

Attachment: Project Lad Public Hearing (Public Hearing - Economic Development Project Lad)



Davie County Government

123 S. Main Street | Mocksville, NC 27028 | 336.753.6001

DavieCountyNC.go



RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FOR AN ECONOMIC DEVELOPMENT PROJECT AND APPROVING AN AGREEMENT WITH THE COUNTY OF DAVIE AND SCOTT BADER COMPANY LIMITED

WHEREAS, The County of Davie (the “County”) has an established economic incentive policy developed under the authority of NCGS 158-7.1; and,

WHEREAS, the Board of Commissioners (herein the “Board”) of the County of Davie has been presented with an economic development project proposal by Scott Bader Company Limited (“Bader”) under which Bader, intends to invest the sum of at least \$14,793,000.00 to purchase and up-fit and equip real property located in the Town of Mocksville at South Point Business Park, 205 Enterprise Way, Mocksville, Davie County, North Carolina, for the purpose of operating a custom compounding resins facility (herein the “Project”). Bader will add at least fifty (50) new jobs (the “New Jobs”) and the investment by or on behalf of Bader in the Facility and the Project will result in an increase of the tax base valuation of the Property for ad valorem tax purposes of approximately \$10,793,000.00 (the “New Tax Base”) resulting in the approval by the Board of an incentive in the amount of \$103,356.47 on terms and conditions set forth in the attached Economic Development Incentive Agreement; and,

WHEREAS, but for the provision of the Incentives to Bader, Bader might have taken its new business to a state other than North Carolina and a county and town other than Davie County and Mocksville; and,

WHEREAS, the Project proposed by Bader will stimulate the local economy, promote business, result in the creation of a substantial number of new jobs, and will increase the tax base of the County; and

WHEREAS, providing the Incentives to Bader for the Project falls within the parameters of the County’s Industrial Development Policy and is within the enabling authority of NCGS 158-7.1; and,

WHEREAS, the County estimates it will recover the Incentives within approximately five (5) years through tax revenue generated from the New Tax Base; and,

WHEREAS, the Town and the County have previously entered into joint economic development incentive arrangements authorized by their respective policies and NCGS 158-7.1; and,

WHEREAS, the Board of County Commissioners of the Davie County has held a duly advertised public hearing on the proposed Incentives as required by law.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of the County of Davie:

Attachment: Resolution - ED Project BADER (Public Hearing - Economic Development Project Lad)



Davie County Government

123 S. Main Street | Mocksville, NC 27028 | 336.753.6001

DavieCountyNC.go



1. Approves the granting of an economic development incentive (the "Incentive") to Bader of up-to a maximum of \$103,356.47 from General and Reserve Funds for the Project to be paid in installments beginning after Bader has fulfilled the New Jobs Requirement and meets the Minimum the Tax Base Requirement set out in the attached Economic Development Assistance Agreement, among other conditions, and conditioned further upon (i) the Town of Mocksville at its September 7, 2021 meeting approving of incentives totaling at least \$38,526.19 and (ii) the execution of the Agreement for Economic Development Assistance substantially in the form attached hereto as Exhibit A;
2. That the Board of County Commissioners of Davie County, North Carolina approves the form and content of the attached Agreement for Economic Development Assistance (or in a form materially similar thereto) and authorizes the County Manager and Clerk to the Board to execute same.

Adopted the 7st day of September, 2021.

County of Davie

By: _____
Chairman of the Board

Attest:

Stacy Moyer, Clerk to the Board

Attachment: Resolution - ED Project BADER (Public Hearing - Economic Development Project Lad)

**AGREEMENT FOR
ECONOMIC DEVELOPMENT ASSISTANCE
SCOTT BADER COMPANY LIMITED**

THIS AGREEMENT FOR ECONOMIC DEVELOPMENT ASSISTANCE (this “Agreement”) is made and entered into by and among the **County of Davie**, a North Carolina body politic (the “County”), the **Town of Mocksville**, a North Carolina municipal corporation (the “Town”), and **Scott Bader Company Limited** (the “Company”), a United Kingdom Company, registered to do business in the State of North Carolina.

RECITALS:

1. In consideration of Incentives approved by the County on August 2, 2021 and the Town on August 3, 2021, the Company has purchased the Property (as defined below) for the purpose of operating a custom compounding of purchased resins facility in the Hollingsworth South Point Industrial Business Park, Mocksville, Davie County, North Carolina at a purchase price of \$6,000,000.00, and will expend, approximately \$8,793,000.00 to equip and install fixtures and other personal property, including, without limitation, manufacturing equipment at the manufacturing facility (the “Facility”) located on the Property by _____, 202____. The Company intends to create the following Jobs as indicated:

January 1, 2022- Twenty (20) new Jobs

January 1, 2023- Six (6) additional new Jobs

January 1, 2024- Three (3) additional new Jobs

January 1, 2025- Nine (9) additional new Jobs

January 1, 2026- Twelve (12) additional new Jobs.

The Company intends that the investment by or on its behalf in the Economic Development Project, as defined below, at the Facility will be sufficient to meet the Tax Base Increase Requirement as defined below of .

2. The County and Town have policies for providing assistance for economic development projects by granting incentives which are permitted under NCGS 158-7.1 et seq and the laws of the State of North Carolina and, pursuant to those policies, the County on August 2, 2021 and Town on August 2, 2021 approved incentives, respectively.
3. The County and Town have determined that providing economic development incentives for the Economic Development Project (as defined below) will benefit the general public health, safety and welfare of the citizens of the State of North Carolina, the County, and the Town by promoting the creation of jobs, by creating

an opportunity for the development of new skill sets existing in the County's available workforce, by increasing the County's and Town's tax base, by enhancing the industrial and business conditions and prospects of the County and Town, by increasing the likelihood of a stable economic environment in the County and the Town, and by attracting to the County, Town, and State a new industry.

4. The Economic Development Project would not occur without the provision of the Economic Development Incentives by the County and the Town, coupled with the economic development activities and assistance provided by the Davie County Economic Development Commission, Inc.
5. The Company considered other states within which to build the Economic Development Project, and the Economic Development Incentives were critical to the Company's favorable decision to locate in Davie County, North Carolina. But for the Economic Development Incentives and the assistance and facilitation of the Davie County Economic Development Commission, Inc., the Company would more likely than not have chosen a state other than North Carolina within which to locate.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES
CONTAINED HEREIN, THE PARTIES AGREE:**

SECTION 1- DEFINITIONS

1. Definitions. The following definitions apply in this Agreement:

"*County Incentive*" means the Incentive, described in Section 2.2 of this Agreement.

"*Economic Development Incentives*" means collectively the Town Incentive and the County Incentive as described in Section 2 of this Agreement.

"*Economic Development Project*" means collectively (i) the expenditure of the owner of the Property of fourteen million seven hundred ninety three thousand dollars (\$14,793,000.00) to purchase, renovate, and up-fit the Property to accommodate the manufacturing requirements of the Company, (ii) the fulfillment of the Jobs Creation Requirement, and (iii) the fulfillment of the Tax Base Increase Requirement of \$10,783,000.00.

"*Increased Tax Base*" means, for any calendar year after the 2021 calendar year, the amount by which (i) the ad valorem tax base value before depreciation (including functional and economic obsolescence) for the Facility and/or the Property (including, without limitation,

renovations, up-fitting, fixtures and other personal property) for such calendar year exceeds (ii) the Initial Tax Base.

“Initial Tax Base” means the existing ad valorem tax base value for the calendar year of 2020 attributable to the Property in the amount of \$4,000,000.00, which is the amount existing before any renovations, improvements, up-fitting or installation of any fixtures or personal property resulting from the Economic Development Project.

“Jobs” means fifty (50) new full-time jobs with an average wage among all such jobs of \$68,440.00.

“Jobs Creation Requirement” means the creation by the Company on or before:

- January 1, 2022 of Twenty (20) new Jobs
- January 1, 2023 of Six (6) additional new Jobs
- January 1, 2024 of Three (3) additional new Jobs
- January 1, 2025 of Nine (9) additional new Jobs
- January 1, 2026 of Twelve (12) additional new Jobs,

or at a later date if mutually agreed in writing, of the Jobs at the Facility located on the Property and the maintenance of such Jobs for a period of twelve (12) months after such date. Once the above jobs are created, the incentives of the County and the Town shall commence. All jobs must be maintained through-out the three year incentive period in order for the Company to be eligible for the incentives each year.

“Maximum County Incentive” means the sum of \$103,356.47.

“Maximum Town Incentive” means the sum of \$38,526.19.

“Property” means the real property and improvements thereon located at Hollingsworth South Point Industrial Business Park, Mocksville, Davie County, North Carolina where the Company will engage in manufacturing at the Facility and operate the Economic Development Project.

“Tax Base Increase Requirement” means the expenditure by the Company to purchase and equip the Facility (including, without limitation, fixtures, equipment, and other personal property and any replacements of any of the foregoing) on or before January 1, 2022, or a later date if mutually agreed in writing, which expenditure and investment shall result when complete in the gross increase in the County’s ad valorem tax base value before depreciation (including functional and economic obsolescence) for the Facility of \$10,793,000.00. Notwithstanding the foregoing, from and after December 31, 2023, the equipment, fixtures, and personal property at the Facility and the Property shall be assessed at fair market value determined at the time of assessment in accordance with the legal procedures and requirements proscribed in Sub-chapter II, Chapter 105 of the North Carolina General Statutes (the “Machinery Act”) for determining fair market value applicable for ad valorem tax purposes for any property in Davie County

independent of anything in this Agreement. Nothing in this Agreement shall be deemed to limit in any respect any remedies available at law to the Company for contesting any such valuation.

Town Incentive” means the incentive described in Section 2.1 of this Agreement.

SECTION 2 - INCENTIVES, TOWN AND COUNTY

2.1. **TOWN INCENTIVE:** Subject to the terms and conditions and fulfillment of the Conditions Precedent of this Agreement, the Town will provide cash economic incentives in an amount not to exceed \$38,526.19 (the “Maximum Town Incentive”) to or for the benefit of the Company to assist the Company with the Economic Development Project at the Facility calculated as provided in Section 2.4.1 below with the incentive so determined to be paid in installments as set forth in Section 2.4 below.

2.2. **COUNTY INCENTIVE:** Subject to the terms and conditions of this Agreement, the County will provide cash economic incentives in an amount not to exceed \$103,356.47 (the “Maximum County Incentive”) to or for the benefit of the Company to assist the Company with the Economic Development Project at the Facility calculated as provided in Section 2.4.1 below with the incentive so determined to be paid in installments as set forth in Section 2.4 below.

2.3. **CONDITIONS PRECEDENT TO GRANTING AND DISPERSING OF INCENTIVES:** The County and the Town shall have no obligation to disburse Economic Development Incentives unless at the time of such disbursement the following conditions are met.¹

- 2.3.1 *Execution of this Agreement.* This Agreement must have been duly approved by the parties and duly executed by properly authorized officers.
- 2.3.2 *Corporate Existence and Operation.* The Company remains in existence under North Carolina law and continues operating its business in the normal course at the Facility continually during the period within which Economic Incentives may be disbursed under this Agreement.
- 2.3.3 *Bankruptcy.* The Company has not sought or filed for protection under any bankruptcy law or assigned any of its assets for the benefit of creditors, and remains able to pay its debts in the ordinary course of business.

¹ A public hearing pursuant to NCGS 158-7.1 was held by the Town on August __, 2021 and by the County on August 2, 2021 at which times the governing bodies of each approved the granting of incentives pursuant to the terms substantially as set forth in this Agreement.

- 2.3.4 *Fulfillment of Jobs Creation Requirement and Tax Base Increase Requirement.* The Tax Base Increase Requirement has been fulfilled and the Company has met the Jobs Creation Requirement.
- 2.3.5 *Payment of Ad Valorem Taxes.* The Company is current and remains current in the payment of annual County and Town ad valorem property taxes.
- 2.3.6 *Company Obligations Met.* The Company is in compliance with its obligations under Section 4 below.

2.4. DISBURSEMENT OF ECONOMIC DEVELOPMENT INCENTIVE FUNDS UPON FULFILLMENT OF CONDITIONS PRECEDENT. Beginning the calendar year following the year all of the requirements set forth in Section 2.3 have been first fulfilled and provided the Company is current in the payment of County and Town ad valorem property taxes, Economic Development Incentives shall be disbursed to the Company in installments in amounts of which are to be calculated as set forth below:

- 2.4.1 *Town Incentive.* Town Incentive installments shall be an amount calculated by multiplying sixty percent (60%) times the pro-rata amount of annual ad valorem property taxes actually paid by the Company to the Town attributable to the Increased Tax Base for the first year the particular Town Incentive installment is to be paid, fifty (50%) time the pro-rata amount of annual ad valorem property taxes actually paid by the Company in year two and forty (40%) times the pro-rata amount of annual ad valorem property taxes actually paid by the company in year three. Provided the Company remains in compliance with its requirements hereunder, Town Incentives installments shall be paid annually until the first to occur of (i) the amount of all installments actually paid to the Company total in the aggregate the Maximum Town Incentive, (ii) the Company fails to pay ad valorem and personal property taxes timely when due, other than any taxes being contested in good faith by the Company, or (iii) December 31, 20____.
- 2.4.2 *County Incentive.* County Incentive installments shall be an amount calculated by multiplying sixty percent (60%) times the pro-rata amount of annual ad valorem property taxes actually paid by the Company to the County attributable to the Increased Tax Base for the first year the particular County Incentive installment is to be paid, fifty (50%) time the pro-rata amount of annual ad valorem property taxes actually paid by the Company in year two and forty (40%) times the pro-rata amount of annual ad valorem property taxes actually paid by the Company in year three. Provided the Company remains in compliance with its requirements

hereunder, County Incentives installments shall be paid annually until the first to occur of (i) the amount of all installments actually paid to the Company total in the aggregate the Maximum County Incentive, (ii) the Company fails to pay ad valorem and personal property taxes timely when due, other than any taxes being contested in good faith by the Company, or (iii) December 31, 20____.

- 2.4.3 *Timing of Payment of Economic Incentive Installments.* Incentive Installments will be disbursed to the Company within sixty (60) days of the date the Company pays the ad valorem property taxes for the Town and County.

SECTION 3 - EDC ECONOMIC DEVELOPMENT ACTIVITIES

3. EDC ECONOMIC DEVELOPMENT ACTIVITIES: EDC shall facilitate the coordination of granting agencies and branches of government with the Company to enable the consummation and completion of the Economic Development Project.

SECTION 4 - OBLIGATIONS OF THE COMPANY

4.1 ECONOMIC DEVELOPMENT PROJECT. In consideration of the Company receiving the Economic Development Incentives, the Company shall fulfill the following obligations:

- 4.1.1 *Purchase, Up-fitting, and Equipping.* The Company shall purchase the subject property, the renovations and up-fitting are completed, the installation of fixtures and equipment at the Facility is completed, and the Company has begun operations by January 1, 2022.
- 4.1.2 *Jobs Creation Requirement.* The Company shall comply with the Jobs Creation Requirement. The Company shall provide to the County and the Town true and accurate employment reports, including NCUI-101 forms submitted by the Company to the Employment Security Commission, reasonably deemed necessary by the County and the Town to substantiate compliance with the Jobs Creation Requirement.
- 4.1.3 *Tax Base Increase Requirement.* The Company shall fulfill the Tax Base Increase Requirement. Once the Tax Base Increase Requirement is met, the Company has no further tax base increase requirements. Until the Tax Base Increase Requirement is met, the Company shall certify, on or before February 28th of each year, its expenditures and investments in the Facility and the Property for the preceding calendar year.

- 4.1.4 *Cure Period.* Notwithstanding any provision of this Agreement to the contrary, in no event shall the Company be deemed in default of this Agreement or to have failed to satisfy any obligations hereunder unless the Company (i) has first received written notice from the Town, the County or EDC, as applicable, of such default in accordance with Section 6.5 of this Agreement and (ii) has not cured such default within 60 days of receipt such notice; provided that if such default is not capable of cure within 60 days, the Company shall not be deemed in default or to have failed to satisfy any obligations hereunder if the Company taken reasonable steps to effectuate such cure during such 60 day period and the cure is completed within a reasonable period of time not to exceed one hundred twenty (120) days.
- 4.1.5 *Operation of Business.* During the term of this Agreement, the Company shall remain in existence under the Law of North Carolina and shall maintain and operate substantial ongoing business at the Facility in the ordinary course of business at a level consistent with the job creation requirements. . During the term of this Agreement, the Company will not announce that it intends to cease operations in North Carolina at any time during the term of this Agreement. During the term of this Agreement to Company will not file for bankruptcy protection or reorganization under the laws of the United States or the United Kingdom, or announce its intent to do so.

SECTION FIVE - REPRESENTATIONS AND WARRANTIES

5.1 REPRESENTATIONS AND WARRANTIES OF THE COMPANY. The Company makes the following representations and warranties:

- 5.1.1 The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of North Carolina.
- 5.1.2 The Company has the corporate power, authority and the legal right to execute, make, deliver and perform its duties and obligations under this Agreement, and has taken all corporate actions necessary to authorize the execution of this Agreement by the officer who has signed below.
- 5.1.3 Upon execution of this Agreement by its duly authorized officer, this Agreement shall be a legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws, statutes or rules of general application affecting the enforcement of creditor's rights or general principles of equity.

- 5.1.4 The execution and performance of this Agreement shall not constitute a violation of any agreement, contract, judgment or court order to which the Company is a party or to which it is subject.

5.2 REPRESENTATIONS AND WARRANTIES OF THE COUNTY. The County makes the following representations and warranties:

- 5.2.1 The County is a governmental entity empowered to provide economic development incentives in accordance with North Carolina law.
- 5.2.2 The County has taken all legal actions necessary to authorize the execution and implementation of this Agreement to provide the Economic Development Incentives to the Company as contemplated hereunder, including holding such public hearings and providing such public notices as required by law.
- 5.2.3 Upon execution of this Agreement by its duly authorized representative, this Agreement shall be a legal, valid and binding obligation of the County enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws, statutes or rules of general application affecting the enforcement of creditor's rights or general principles of equity.

5.3 REPRESENTATIONS AND WARRANTIES OF THE TOWN. The Town makes the following representations and warranties:

- 5.3.1 The Town is a North Carolina Municipal Corporation empowered to provide economic development incentives in accordance with North Carolina law.
- 5.3.2 The Town has taken all legal actions necessary to authorize the execution and implementation of this Agreement to provide the Economic Development Incentives to the Company as contemplated hereunder, including holding such public hearings and providing such public notices as required by law.
- 5.3.3 Upon execution of this Agreement by its duly authorized representative, this Agreement shall be a legal, valid and binding obligation of the Town enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other

similar laws, statutes or rules of general application affecting the enforcement of creditor's rights or general principles of equity.

5.3.4. The Town shall make every effort to include the amounts of the grant payments in the Town's annual budget ordinance.

NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE TOWN WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING OF THE CREDIT OF THE CITY WITHIN THE MEANING OF THE STATE CONSTITUTION. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE TOWN TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE TOWN FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN FORCE. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE TOWN'S MONEYS, NOR SHALL ANY PROVISION OF THE AGREEMENT RESTRICT TO ANY EXTENT PROHIBITED BY LAW, ANY ACTION OR RIGHT OF ACTION ON THE PART OF ANY FUTURE TOWN GOVERNING BODY. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS ARTICLE AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS ARTICLE TAKES PRIORITY.

SECTION 6 - MISCELLANEOUS

6.1 FURTHER ASSURANCES. The parties shall cooperate with each other and shall execute and deliver such other instruments and documents and take such other actions as may reasonably be requested from time to time by any other party necessary to carry out their obligations and meet the intended purposes of this Agreement.

6.2 ENTIRE AGREEMENT. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, agreements and understanding, whether oral or written. This Agreement may only be amended by an instrument in writing, signed by the party or parties to be charged.

6.3 LIMITATION OF LIABILITY. The parties' respective obligations are made independently except where performance by a party is conditioned upon performance by another party. Neither the County, nor the Town, nor EDC shall have any liability to the Company on account of any breach by any other party to this Agreement, but each of the County, the Town and EDC shall be fully liable for their individual breaches of this Agreement.

6.4 JURISDICTION, VENUE. The parties shall first attempt to resolve any dispute regarding this Agreement by informal mediation with the mediator being a certified former superior court judge, or other mediator, the selection of whom must be agreed mutually by all of the parties. Such mediation shall be conducted in accordance with the rules of mediation applying to civil suits filed in the Superior Court Division of the General Court of Justice of North Carolina. If the dispute is not resolved through mediation, then all parties consent that any dispute pertaining in any way to this Agreement shall lie within the exclusive jurisdiction of the Superior Court Division of the General Court of Justice, Davie County, North Carolina.

6.5 NOTICES. All notices, certificates or other communications required by or made pursuant to this Agreement shall be in writing and shall be (i) delivered by certified first-class prepaid mail, return receipt requested, (ii) sent by facsimile transmission or electronic mail or (iii) delivered by overnight courier service, to the County, the Town, EDC or the Company at their respective addresses set forth below, or at such other address, notice of which may have been given to the other parties hereto in accordance with this Section 6.5:

The County:	Davie County 123 South Main Street Mocksville, North Carolina 27028 Attention: David Bone, County Manager Tele. No. (336) 753-6003
The Town:	Town of Mocksville 171 S. Clement Street Mocksville, North Carolina 27028 Attention: Kenneth Gamble, Town Manager Tele. No. (336) 751-9187
EDC:	Davie County Economic Development Commission 135 South Salisbury Street Mocksville, North Carolina 27028 Attention: Terry Bralley Tele. No. (336) 751-5697
Company:	Scott Bader Company Limited _____ Mocksville, North Carolina 27028 Attention: _____ Tele. No. (336) _____

Each such notice or other communication shall be deemed to have been duly given and to be effective (a) if sent by certified or registered first-class prepaid mail, return receipt requested, on the date received by the recipient as evidenced by the return receipt, (b) if

sent by facsimile transmission, immediately upon confirmation that such facsimile transmission has been successfully transmitted on a business day before or during normal business hours and, if otherwise, on the business day following such confirmation, (c) if sent by electronic mail, upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent on a business day before or during normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient or (d) if sent by a nationally recognized overnight delivery service, on the day of delivery by such service or, if not a business day, on the first business day after delivery. Notices and other communications sent via facsimile or electronic mail must be followed by notice delivered by hand or by overnight delivery service as set forth herein within five business days.

6.6 ASSIGNMENT; PURCHASE OF PROPERTY. The Company may, upon prior written notice to the County, the Town and EDC, freely assign this Agreement to any of its affiliates or in connection with any merger, acquisition (whether of assets or equity), change of control or similar event. Although the Company will initially lease the Property pursuant to the Lease, the County, the Town and EDC acknowledge that the Company has certain rights to purchase the Property (as more fully set forth in the Lease) and that the Company's acquisition of the Property shall in no way affect the validity of this Agreement or the Company's right to receive the Economic Development Incentives.

6.7 FORCE MAJEURE. Any delay in the performance of any of the duties or obligations of either party hereunder (the "Delayed Party") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the lesser of (i) the period of such delay or (ii) 24 months, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, or boycotts, shortages of materials or energy, fires, explosions, floods, earthquakes, severe weather conditions, transportation delays, governmental or administrative prohibitions, changes in laws governing international trade, or other unforeseeable causes beyond the control and without the fault or negligence of the Delayed Party. The Delayed Party shall give prompt notice to the other parties of such cause, and shall take whatever reasonable steps are necessary to relieve the effect of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.

6.8 TERMINATION. This Agreement shall automatically terminate on the earlier to occur of (i) actual receipt by the Company of aggregate payments from the Town and County in an amount equal to the sum of the Maximum County Incentives and the Maximum Town Incentives, or (ii) December 31, 20____.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officials or officers on the dates indicated.

THE REST OF THIS PAGE IS LEFT BLANK

**SIGNATURE PAGE
FOR
DAVIE COUNTY**

COUNTY OF DAVIE

ATTEST:

Terry Renegar, Chairman

Stacy Moyer, Clerk to the Board

Date: _____

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

Robin West, Assistant County Manager/Chief Financial Officer

Approved as to Form

E. Edward Vogler, County Attorney

**SIGNATURE PAGE
FOR
THE TOWN OF MOCKSVILLE**

TOWN OF MOCKSVILLE

By _____
Will Marklin, Mayor

By _____
Kenneth Gamble, Town Manager

Date: _____

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

Lynn Trivette, Finance Officer

Approved as to Form

Al Benshoff, Town Attorney

V1.3,eev,7-19-21

Attachment: Incentive agreement-Scott Bader Company Limitedv1.3.1eev7-19-21 (Public Hearing - Economic Development Project Lad)

**SIGNATURE PAGE
FOR
DAVIE COUNTY ECONOMIC DEVELOPMENT COMMISSION, INC**

DAVIE COUNTY ECONOMIC DEVELOPMENT COMMISSION, INC.

BY: _____
Terry Bralley, President

Date: _____

**SIGNATURE PAGE
FOR
SCOTT BADER COMPANY LIMITED**

BY: _____

_____, _____
(Insert Name) (Insert Title)

Date: _____



**DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS**

Agenda Item Details:

Date of Meeting: September 7, 2021

Department: Finance

Resource Person: Robin West

ISSUE/ACTION REQUESTED:

Public Hearing - Economic Development Project DFA

**BACKGROUND/PURPOSE OF REQUEST: Public Hearing - Economic Development
Project DFA**

FISCAL IMPACT:

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:

Project DFA Public Hearing

Resolution - ED Project FREIST

Incentive agreement-DFA US Inc.,v1.3,eev,8-26-21

DAVIE COUNTY

ENTERPRISE RECORD
Legal Invoice

REMIT TO:
 SALISBURY NEWSMEDIA, LLC
 P.O. BOX 4639
 SALISBURY, NC 28145
 704-797-4211

STACY MOYER
 DAVIE COUNTY BOARD OF COMMISSIONERS
 123 SOUTH MAIN STREET
 MOCKSVILLE, NC 27028

Acct #: 155670
Ad #: 1298663
Insert Dates: 08/26/21, 09/02/21
Tagline: DC-NOTICE Project DFA for Sept
Purchase Order #
Amount Due: \$200.00

No. 1298663

**NORTH CAROLINA
 DAVIE COUNTY**

**NOTICE OF PUBLIC HEARING
 (Re: Economic Development
 Incentives)**

TAKE NOTICE that a Public Hearing will be held before the Board of Commissioners of Davie County, North Carolina at 6:00 p.m., Tuesday, September 7, 2021, in the County Commissioners Meeting Room of the Davie County Administration Building at 123 South Main Street, Mocksville, North Carolina, pursuant to the provisions of N.C.G.S. §158-7.1 to consider granting economic development incentive appropriations (the "Incentives") for the purpose of aiding and encouraging the expansion in scope of a proposed new industrial enterprise, known as "Project DFA" (herein the "Company"), to be located in Davie County, North Carolina.

tax revenue derived from the project in less than five years.

TAKE FURTHER NOTICE, that the benefits to the public expected to be derived from the realization of the Economic Development Project made possible by the Incentives include, but are not limited to: the increase of the tax base of the County by at least \$5,965,942.00, the creation of approximately 56 new jobs, the attraction to Davie County and the State of North Carolina of the Company which might have located in another state but for the grant of the Incentives, and the opportunity for new industrial growth, to be developed in Davie County and North Carolina.

Publish: 08/26/21, 09/02/21.

TAKE FURTHER NOTICE, that the Incentives being considered are for an Economic Development Project by the Company which involves the expenditure by the Company of approximately fifteen million sixty-one thousand six hundred dollars (\$5,965,942.00) to acquire property, construct a manufacturing facility, which will result in a minimum increase to the ad valorem tax base of the County of \$5,965,942.00, and the creation of fifty-six (56) new jobs at the facility. The property to be acquired by the Company where the Economic Development Project will take place is a portion of those properties located at 300 Bethel Church Road, Town of Mocksville, Davie County, North Carolina. The Incentives being considered are approximately \$44,396.88 from the County of Davie to assist the Company with the purchase of real estate and equipment as authorized under North Carolina General Statute §158-7.1. The Incentive Agreement will provide remedies to the County if the Company fails to create the jobs or fails to meet the tax base increase requirement of \$5,965,942.00. It is expected that the investment will be returned to the County in

Attachment: Project DFA Public Hearing (Public Hearing - Economic Development Project DFA)



Davie County Government

123 S. Main Street | Mocksville, NC 27028 | 336.753.6001

DavieCountyNC.go



RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FOR AN ECONOMIC DEVELOPMENT PROJECT AND APPROVING AN AGREEMENT WITH THE COUNTY OF DAVIE AND DR. FREIST AUTOMOTIVE US, INC.

WHEREAS, The County of Davie (the “County”) has an established economic incentive policy developed under the authority of NCGS 158-7.1; and,

WHEREAS, the Board of Commissioners (herein the “Board”) of the County of Davie has been presented with an economic development project proposal by Dr. Freist Automotive US, Inc. (“FREIST”) under which FREIST, intends to invest the sum of at least \$10,465,942.00 to purchase and up-fit and equip real property located in the Town of Mocksville at South Point Business Park, 205 Enterprise Way, Mocksville, Davie County, North Carolina, for the purpose of operating a sound deadener and insulation manufacturing facility used in the automotive industry (herein the “Project”). FREIST will add at least fifty six (56) new jobs (the “New Jobs”) and the investment by or on behalf of FREIST in the Facility and the Project will result in an increase of the tax base valuation of the Property for ad valorem tax purposes of approximately \$10,465,942.00 (the “New Tax Base”) resulting in the approval by the Board of an incentive in the amount of \$44,396.88 on terms and conditions set forth in the attached Economic Development Incentive Agreement; and,

WHEREAS, but for the provision of the Incentives to FREIST, FREIST might have taken its new business to a state other than North Carolina and a county and town other than Davie County and Mocksville; and,

WHEREAS, the Project proposed by FREIST will stimulate the local economy, promote business, result in the creation of a substantial number of new jobs, and will increase the tax base of the County; and,

WHEREAS, providing the Incentives to FREIST for the Project falls within the parameters of the County’s Industrial Development Policy and is within the enabling authority of NCGS 158-7.1; and,

WHEREAS, the County estimates it will recover the Incentives within approximately five (5) years through tax revenue generated from the New Tax Base; and,

WHEREAS, the Town and the County have previously entered into joint economic development incentive arrangements authorized by their respective policies and NCGS 158-7.1; and,

WHEREAS, the Board of County Commissioners of the Davie County has held a duly advertised public hearing on the proposed Incentives as required by law.

Attachment: Resolution - ED Project FREIST (Public Hearing - Economic Development Project DFA)



Davie County Government

123 S. Main Street | Mocksville, NC 27028 | 336.753.6001

DavieCountyNC.go



NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of the County of Davie:

1. Approves the granting of an economic development incentive (the "Incentive") to FREIST of up-to a maximum of \$44,396.88 from General and Reserve Funds for the Project to be paid in installments beginning after FREIST has fulfilled the New Jobs Requirement and meets the Minimum the Tax Base Requirement set out in the attached Economic Development Assistance Agreement, among other conditions, and conditioned further upon (i) the Town of Mocksville at its September 7, 2021 meeting approving of incentives totaling at least \$16,656.01 and (ii) the execution of the Agreement for Economic Development Assistance substantially in the form attached hereto as Exhibit A;
2. That the Board of County Commissioners of Davie County, North Carolina approves the form and content of the attached Agreement for Economic Development Assistance (or in a form materially similar thereto) and authorizes the County Manager and Clerk to the Board to execute same.

Adopted the 7st day of September, 2021.

County of Davie

By: _____
Chairman of the Board

Attest:

Stacy Moyer, Clerk to the Board

Attachment: Resolution - ED Project FREIST (Public Hearing - Economic Development Project DFA)

**AGREEMENT FOR
ECONOMIC DEVELOPMENT ASSISTANCE
DR. FREIST AUTOMOTIVE US, INC.**

THIS AGREEMENT FOR ECONOMIC DEVELOPMENT ASSISTANCE (this “Agreement”) is made and entered into by and among the **County of Davie**, a North Carolina body politic (the “County”), the **Town of Mocksville**, a North Carolina municipal corporation (the “Town”), and **DFA US, Inc.** (the “Company”), a United States corporation, registered to do business in the State of North Carolina.

RECITALS:

1. In consideration of Incentives approved by the County on September 7, 2021 and the Town on September 7, 2021 the Company will purchase the Property (as defined below) for the purpose of operating a sound deadener and insulation manufacturing facility for use in the automotive industry at 300 Bethel Church Road, Mocksville, Davie County, North Carolina at a purchase price of \$500,000.00, and will expend, approximately \$5,465,942.00 to equip and install fixtures and other personal property, including, without limitation, manufacturing equipment at the manufacturing facility (the “Facility”) located on the Property by December 31, 2023. The Company intends to create the following Jobs as indicated:

December 31, 2022- Fifty (50) new Jobs

December 31, 2023- Two (2) additional new Jobs

December 31, 2023- Four (4) additional new Jobs

The Company intends that the investment by or on its behalf in the Economic Development Project, as defined below, at the Facility will be sufficient to meet the Tax Base Increase Requirement as defined below.

2. The County and Town have policies for providing assistance for economic development projects by granting incentives which are permitted under NCGS 158-7.1 et. seq. and the laws of the State of North Carolina and, pursuant to those policies, the County on September 7, 2021 and Town on September 7, 2021 approved incentives, respectively.
3. The County and Town have determined that providing economic development incentives for the Economic Development Project (as defined below) will benefit the general public health, safety and welfare of the citizens of the State of North Carolina, the County, and the Town by promoting the creation of jobs, by creating an opportunity for the development of new skill sets existing in the County’s

available workforce, by increasing the County's and Town's tax base, by enhancing the industrial and business conditions and prospects of the County and Town, by increasing the likelihood of a stable economic environment in the County and the Town, and by attracting to the County, Town, and State a new industry.

4. The Economic Development Project would not occur without the provision of the Economic Development Incentives by the County and the Town, coupled with the economic development activities and assistance provided by the Davie County Economic Development Commission, Inc.
5. The Company considered other states within which to build the Economic Development Project, and the Economic Development Incentives were critical to the Company's favorable decision to locate in Davie County, North Carolina. But for the Economic Development Incentives and the assistance and facilitation of the Davie County Economic Development Commission, Inc., the Company would more likely than not have chosen a state other than North Carolina within which to locate.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES
CONTAINED HEREIN, THE PARTIES AGREE:**

SECTION 1- DEFINITIONS

1. Definitions. The following definitions apply in this Agreement:

"*County Incentive*" means the Incentive, described in Section 2.2 of this Agreement.

"*Economic Development Incentives*" means collectively the Town Incentive and the County Incentive as described in Section 2 of this Agreement.

"*Economic Development Project*" means collectively (i) the expenditure of the owner of the Property of five million nine hundred sixty five thousand nine hundred and forty two dollars (\$5,965,942.00) to purchase, renovate, and up-fit the Property to accommodate the manufacturing requirements of the Company, (ii) the fulfillment of the Jobs Creation Requirement, and (iii) the fulfillment of the Tax Base Increase Requirement of \$5,965,942.00.

"*Increased Tax Base*" means, for any calendar year after the 2023 calendar year, the amount by which (i) the ad valorem tax base value before depreciation (including functional and economic obsolescence) for the Facility and/or the Property (including, without limitation,

renovations, up-fitting, fixtures and other personal property) for such calendar year exceeds (ii) the Initial Tax Base.

“Initial Tax Base” means the existing ad valorem tax base value for the calendar year of 2020 attributable to the Property in the amount of \$782,250.00, which is the amount existing before any renovations, improvements, up-fitting or installation of any fixtures or personal property resulting from the Economic Development Project.

“Jobs” means fifty six (56) new full-time jobs with an average wage among all such jobs of \$40,393.00.

“Jobs Creation Requirement” means the creation by the Company on or before:

December 31, 2022 of fifty (50) new Jobs
 December 31, 2023 of Two (2) additional new Jobs
 December 31, 2024 of Four (4) additional new Jobs,
 or at a later date if mutually agreed in writing, of the Jobs at the Facility located on the Property and the maintenance of such Jobs for a period of twelve (12) months after such date. Once the above jobs are created, the incentives of the County and the Town shall commence. All jobs must be maintained through-out the three year incentive period in order for the Company to be eligible for the incentives each year.

“Maximum County Incentive” means the sum of \$44,396.88.

“Maximum Town Incentive” means the sum of \$16,656.01.

“Property” means the real property and improvements thereon located at 300 Bethel Church Road, Mocksville, Davie County, North Carolina where the Company will engage in manufacturing at the Facility and operate the Economic Development Project.

“Tax Base Increase Requirement” means the expenditure by the Company to purchase and equip the Facility (including, without limitation, fixtures, equipment, and other personal property and any replacements of any of the foregoing) on or before December 31, 2023, or a later date if mutually agreed in writing, which expenditure and investment shall result when complete in the gross increase in the County’s ad valorem tax base value before depreciation (including functional and economic obsolescence) for the Facility of \$5,965,942.00. Notwithstanding the foregoing, from and after December 31, 2023, the equipment, fixtures, and personal property at the Facility and the Property shall be assessed at fair market value determined at the time of assessment in accordance with the legal procedures and requirements proscribed in Sub-chapter II, Chapter 105 of the North Carolina General Statutes (the “Machinery Act”) for determining fair market value applicable for ad valorem tax purposes for any property in Davie County independent of anything in this Agreement. Nothing in this

Agreement shall be deemed to limit in any respect any remedies available at law to the Company for contesting any such valuation.

Town Incentive” means the incentive described in Section 2.1 of this Agreement.

SECTION 2 - INCENTIVES, TOWN AND COUNTY

2.1. **TOWN INCENTIVE:** Subject to the terms and conditions and fulfillment of the Conditions Precedent of this Agreement, the Town will provide cash economic incentives in an amount not to exceed \$16,656.01 (the “Maximum Town Incentive”) to or for the benefit of the Company to assist the Company with the Economic Development Project at the Facility calculated as provided in Section 2.4.1 below with the incentive so determined to be paid in installments as set forth in Section 2.4 below.

2.2. **COUNTY INCENTIVE:** Subject to the terms and conditions of this Agreement, the County will provide cash economic incentives in an amount not to exceed \$44,396.88 (the “Maximum County Incentive”) to or for the benefit of the Company to assist the Company with the Economic Development Project at the Facility calculated as provided in Section 2.4.1 below with the incentive so determined to be paid in installments as set forth in Section 2.4 below.

2.3. **CONDITIONS PRECEDENT TO GRANTING AND DISPERSING OF INCENTIVES:** The County and the Town shall have no obligation to disburse Economic Development Incentives unless at the time of such disbursement the following conditions are met.¹

- 2.3.1 *Execution of this Agreement.* This Agreement must have been duly approved by the parties and duly executed by properly authorized officers.
- 2.3.2 *Corporate Existence and Operation.* The Company remains in existence under North Carolina law and continues operating its business in the normal course at the Facility continually during the period within which Economic Incentives may be disbursed under this Agreement.
- 2.3.3 *Bankruptcy.* The Company has not sought or filed for protection under any bankruptcy law or assigned any of its assets for the benefit of creditors, and remains able to pay its debts in the ordinary course of business.

¹ A public hearing pursuant to NCGS 158-7.1 was held by the Town on September 7, 2021 and by the County on September 7, 2021 at which times the governing bodies of each approved the granting of incentives pursuant to the terms substantially as set forth in this Agreement.

- 2.3.4 *Fulfillment of Jobs Creation Requirement and Tax Base Increase Requirement.* The Tax Base Increase Requirement has been fulfilled and the Company has met the Jobs Creation Requirement.
- 2.3.5 *Payment of Ad Valorem Taxes.* The Company is current and remains current in the payment of annual County and Town ad valorem property taxes.
- 2.3.6 *Company Obligations Met.* The Company is in compliance with its obligations under Section 4 below.

2.4. DISBURSEMENT OF ECONOMIC DEVELOPMENT INCENTIVE FUNDS UPON FULFILLMENT OF CONDITIONS PRECEDENT. Beginning the calendar year following the year all of the requirements set forth in Section 2.3 have been first fulfilled and provided the Company is current in the payment of County and Town ad valorem property taxes, Economic Development Incentives shall be disbursed to the Company in installments in amounts of which are to be calculated as set forth below:

- 2.4.1 *Town Incentive.* Town Incentive installments shall be an amount calculated by multiplying fifty percent (50%) times the pro-rata amount of annual ad valorem property taxes actually paid by the Company to the Town attributable to the Increased Tax Base for the first year the particular Town Incentive installment is to be paid, forty (40%) time the pro-rata amount of annual ad valorem property taxes actually paid by the Company in year two and thirty (30%) times the pro-rata amount of annual ad valorem property taxes actually paid by the company in year three. Provided the Company remains in compliance with its requirements hereunder, Town Incentives installments shall be paid annually until the first to occur of (i) the amount of all installments actually paid to the Company total in the aggregate the Maximum Town Incentive, (ii) the Company fails to pay ad valorem and personal property taxes timely when due, other than any taxes being contested in good faith by the Company, or (iii) December 31, 2026.
- 2.4.2 *County Incentive.* County Incentive installments shall be an amount calculated by multiplying fifty percent (50%) times the pro-rata amount of annual ad valorem property taxes actually paid by the Company to the County attributable to the Increased Tax Base for the first year the particular County Incentive installment is to be paid, forty (40%) time the pro-rata amount of annual ad valorem property taxes actually paid by the Company in year two and thirty (30%) times the pro-rata amount of annual ad valorem property taxes actually paid by the Company in year three. Provided the Company remains in compliance with its requirements

hereunder, County Incentives installments shall be paid annually until the first to occur of (i) the amount of all installments actually paid to the Company total in the aggregate the Maximum County Incentive, (ii) the Company fails to pay ad valorem and personal property taxes timely when due, other than any taxes being contested in good faith by the Company, or (iii) December 31, 2026.

- 2.4.3 *Timing of Payment of Economic Incentive Installments.* Incentive Installments will be disbursed to the Company within sixty (60) days of the date the Company pays the ad valorem property taxes for the Town and County.

SECTION 3 - EDC ECONOMIC DEVELOPMENT ACTIVITIES

3. EDC ECONOMIC DEVELOPMENT ACTIVITIES: EDC shall facilitate the coordination of granting agencies and branches of government with the Company to enable the consummation and completion of the Economic Development Project.

SECTION 4 - OBLIGATIONS OF THE COMPANY

4.1 ECONOMIC DEVELOPMENT PROJECT. In consideration of the Company receiving the Economic Development Incentives, the Company shall fulfill the following obligations:

- 4.1.1 *Purchase, Up-fitting, and Equipping.* The Company shall purchase the subject property, the renovations and up-fitting are completed, the installation of fixtures and equipment at the Facility is completed, and the Company has begun operations by December 31, 2022.
- 4.1.2 *Jobs Creation Requirement.* The Company shall comply with the Jobs Creation Requirement. The Company shall provide to the County and the Town true and accurate employment reports, including NCUI-101 forms submitted by the Company to the Employment Security Commission, reasonably deemed necessary by the County and the Town to substantiate compliance with the Jobs Creation Requirement.
- 4.1.3 *Tax Base Increase Requirement.* The Company shall fulfill the Tax Base Increase Requirement. Once the Tax Base Increase Requirement is met, the Company has no further tax base increase requirements. Until the Tax Base Increase Requirement is met, the Company shall certify, on or before February 28th of each year, its expenditures and investments in the Facility and the Property for the preceding calendar year.

- 4.1.4 *Cure Period.* Notwithstanding any provision of this Agreement to the contrary, in no event shall the Company be deemed in default of this Agreement or to have failed to satisfy any obligations hereunder unless the Company (i) has first received written notice from the Town, the County or EDC, as applicable, of such default in accordance with Section 6.5 of this Agreement and (ii) has not cured such default within 60 days of receipt such notice; provided that if such default is not capable of cure within 60 days, the Company shall not be deemed in default or to have failed to satisfy any obligations hereunder if the Company taken reasonable steps to effectuate such cure during such 60 day period and the cure is completed within a reasonable period of time not to exceed one hundred twenty (120) days.
- 4.1.5 *Operation of Business.* During the term of this Agreement, the Company shall remain in existence under the Law of North Carolina and shall maintain and operate substantial ongoing business at the Facility in the ordinary course of business at a level consistent with the job creation requirements. . During the term of this Agreement, the Company will not announce that it intends to cease operations in North Carolina at any time during the term of this Agreement. During the term of this Agreement to Company will not file for bankruptcy protection or reorganization under the laws of the United States, or announce its intent to do so.

SECTION FIVE - REPRESENTATIONS AND WARRANTIES

5.1 REPRESENTATIONS AND WARRANTIES OF THE COMPANY. The Company makes the following representations and warranties:

- 5.1.1 The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of North Carolina.
- 5.1.2 The Company has the corporate power, authority and the legal right to execute, make, deliver and perform its duties and obligations under this Agreement, and has taken all corporate actions necessary to authorize the execution of this Agreement by the officer who has signed below.
- 5.1.3 Upon execution of this Agreement by its duly authorized officer, this Agreement shall be a legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws, statutes or rules of general application affecting the enforcement of creditor's rights or general principles of equity.

- 5.1.4 The execution and performance of this Agreement shall not constitute a violation of any agreement, contract, judgment or court order to which the Company is a party or to which it is subject.

5.2 REPRESENTATIONS AND WARRANTIES OF THE COUNTY. The County makes the following representations and warranties:

- 5.2.1 The County is a governmental entity empowered to provide economic development incentives in accordance with North Carolina law.
- 5.2.2 The County has taken all legal actions necessary to authorize the execution and implementation of this Agreement to provide the Economic Development Incentives to the Company as contemplated hereunder, including holding such public hearings and providing such public notices as required by law.
- 5.2.3 Upon execution of this Agreement by its duly authorized representative, this Agreement shall be a legal, valid and binding obligation of the County enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws, statutes or rules of general application affecting the enforcement of creditor's rights or general principles of equity.
- 5.3.4. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING OF THE CREDIT OF THE COUNTY WITHIN THE MEANING OF THE STATE CONSTITUTION. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE COUNTY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE COUNTY BOARD OF COMMISSIONERS FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN FORCE. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE COUNTY'S MONEYS, NOR SHALL ANY PROVISION OF THE AGREEMENT RESTRICT TO ANY EXTENT PROHIBITED BY LAW, ANY ACTION OR RIGHT OF ACTION ON THE PART OF ANY FUTURE COUNTY GOVERNING BODY. TO THE EXTENT OF ANY

CONFLICT BETWEEN THIS SECTION AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS SECTION TAKES PRIORITY.

5.3 REPRESENTATIONS AND WARRANTIES OF THE TOWN. The Town makes the following representations and warranties:

- 5.3.1 The Town is a North Carolina Municipal Corporation empowered to provide economic development incentives in accordance with North Carolina law.
- 5.3.2 The Town has taken all legal actions necessary to authorize the execution and implementation of this Agreement to provide the Economic Development Incentives to the Company as contemplated hereunder, including holding such public hearings and providing such public notices as required by law.
- 5.3.3 Upon execution of this Agreement by its duly authorized representative, this Agreement shall be a legal, valid and binding obligation of the Town enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws, statutes or rules of general application affecting the enforcement of creditor's rights or general principles of equity.
- 5.3.4 NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE TOWN WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING OF THE CREDIT OF THE TOWN WITHIN THE MEANING OF THE STATE CONSTITUTION. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE TOWN TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE TOWN BOARD OF COMMISSIONERS FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN FORCE. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE TOWN'S MONEYS, NOR SHALL ANY PROVISION OF THE

AGREEMENT RESTRICT TO ANY EXTENT PROHIBITED BY LAW, ANY ACTION OR RIGHT OF ACTION ON THE PART OF ANY FUTURE TOWN GOVERNING BODY. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS SECTION AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS SECTION TAKES PRIORITY.

SECTION 6 - MISCELLANEOUS

6.1 FURTHER ASSURANCES. The parties shall cooperate with each other and shall execute and deliver such other instruments and documents and take such other actions as may reasonably be requested from time to time by any other party necessary to carry out their obligations and meet the intended purposes of this Agreement.

6.2 ENTIRE AGREEMENT. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, agreements and understanding, whether oral or written. This Agreement may only be amended by an instrument in writing, signed by the party or parties to be charged.

6.3 LIMITATION OF LIABILITY. The parties' respective obligations are made independently except where performance by a party is conditioned upon performance by another party. Neither the County, nor the Town, nor EDC shall have any liability to the Company on account of any breach by any other party to this Agreement, but each of the County, the Town and EDC shall be fully liable for their individual breaches of this Agreement.

6.4 JURISDICTION, VENUE. The parties shall first attempt to resolve any dispute regarding this Agreement by informal mediation with the mediator being a certified former superior court judge, or other mediator, the selection of whom must be agreed mutually by all of the parties. Such mediation shall be conducted in accordance with the rules of mediation applying to civil suits filed in the Superior Court Division of the General Court of Justice of North Carolina. If the dispute is not resolved through mediation, then all parties consent that any dispute pertaining in any way to this Agreement shall lie within the exclusive jurisdiction of the Superior Court Division of the General Court of Justice, Davie County, North Carolina.

6.5 NOTICES. All notices, certificates or other communications required by or made pursuant to this Agreement shall be in writing and shall be (i) delivered by certified first-class prepaid mail, return receipt requested, (ii) sent by facsimile transmission or electronic mail or (iii) delivered by overnight courier service, to the County, the Town, EDC or the Company at their respective addresses set forth below, or at such other address, notice of which may have been given to the other parties hereto in accordance with this Section 6.5:

The County: Davie County
 123 South Main Street
 Mocksville, North Carolina 27028
 Attention: David Bone, County Manager
 Tele. No. (336) 753-6003

The Town: Town of Mocksville
 171 S. Clement Street
 Mocksville, North Carolina 27028
 Attention: Kenneth Gamble, Town Manager
 Tele. No. (336) 751-9187

EDC: Davie County Economic Development Commission

 135 South Salisbury Street
 Mocksville, North Carolina 27028
 Attention: Terry Bralley
 Tele. No. (336) 751-5697

Company: DFA US, Inc.
 Attention: Ralf Dopheide, President
 300 Bethel Church Road
 Mocksville, NC 27028
 Tele. No. (336) _____

Each such notice or other communication shall be deemed to have been duly given and to be effective (a) if sent by certified or registered first-class prepaid mail, return receipt requested, on the date received by the recipient as evidenced by the return receipt, (b) if sent by facsimile transmission, immediately upon confirmation that such facsimile transmission has been successfully transmitted on a business day before or during normal business hours and, if otherwise, on the business day following such confirmation, (c) if sent by electronic mail, upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent on a business day before or during normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient or (d) if sent by a nationally recognized overnight delivery service, on the day of delivery by such service or, if not a business day, on the first business day after delivery. Notices and other communications sent via facsimile or electronic mail must be followed by notice delivered by hand or by overnight delivery service as set forth herein within five business days.

6.6 ASSIGNMENT; PURCHASE OF PROPERTY. The Company may, upon prior written notice to the County, the Town and EDC, freely assign this Agreement to any of its affiliates or in connection with any merger, acquisition (whether of assets or equity), change of

control or similar event. Although the Company will initially lease the Property pursuant to the Lease, the County, the Town and EDC acknowledge that the Company has certain rights to purchase the Property (as more fully set forth in the Lease) and that the Company's acquisition of the Property shall in no way affect the validity of this Agreement or the Company's right to receive the Economic Development Incentives.

6.7 **FORCE MAJEURE.** Any delay in the performance of any of the duties or obligations of either party hereunder (the "Delayed Party") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the lesser of (i) the period of such delay or (ii) 24 months, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, or boycotts, shortages of materials or energy, fires, explosions, floods, earthquakes, severe weather conditions, transportation delays, governmental or administrative prohibitions, changes in laws governing international trade, or other unforeseeable causes beyond the control and without the fault or negligence of the Delayed Party. The Delayed Party shall give prompt notice to the other parties of such cause, and shall take whatever reasonable steps are necessary to relieve the effect of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.

6.8 **TERMINATION.** This Agreement shall automatically terminate on the earlier to occur of (i) actual receipt by the Company of aggregate payments from the Town and County in an amount equal to the sum of the Maximum County Incentives and the Maximum Town Incentives, or (ii) December 31, 2026.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officials or officers on the dates indicated.

THE REST OF THIS PAGE IS LEFT BLANK

**SIGNATURE PAGE
FOR
DAVIE COUNTY**

COUNTY OF DAVIE

ATTEST:

Terry Renegar, Chairman

Stacy Moyer, Clerk to the Board

Date: _____

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

Robin West, Assistant County Manager/Chief Financial Officer

Approved as to Form

E. Edward Vogler, County Attorney

**SIGNATURE PAGE
FOR
THE TOWN OF MOCKSVILLE**

TOWN OF MOCKSVILLE

By _____
Will Marklin, Mayor

Date: _____

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

Lynn Trivette, Finance Officer

Approved as to Form

Al Benshoff, Town Attorney

V1.3,eev,8-26-21

Attachment: Incentive agreement-DFA US Inc.,v1.3,eev,8-26-21 (Public Hearing - Economic Development Project DFA)

**SIGNATURE PAGE
FOR
DAVIE COUNTY ECONOMIC DEVELOPMENT COMMISSION, INC**

DAVIE COUNTY ECONOMIC DEVELOPMENT COMMISSION, INC.

BY: _____
Terry Bralley, President

Date: _____

**SIGNATURE PAGE
FOR
DFA US, INC.**

BY: _____
Ralf Dopheide, President

Date: _____



DAVIE COUNTY, NORTH CAROLINA BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: September 7, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Davie County Chamber Tourism Promotion Efforts

BACKGROUND/PURPOSE OF REQUEST: Davie County Chamber Tourism Promotion Efforts.

Davie County collects a room occupancy tax of 3% on the gross receipts derived from the rental of lodging. This tax is in addition to any local sales tax. This tax was initially authorized by Chapter 928 of the 1989 Session Laws of the State of North Carolina and is governed by Chapter 113 of the Davie County Code of Ordinances. Chapter 113.01 (D) of the Ordinance speaks to the distribution and use of the funds. Davie County distributes funds to the Chamber of Commerce for tourism development purposes.

Caroline Moser will provide an update on the Chamber, specifically about tourism promotion efforts, as funded through the Occupancy Tax.

FISCAL IMPACT: n/a

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:

2021 Tourism presentation - final for Caroline

The Davie County Tourism Development Authority

Committed to Discovering Davie County





Getting to Know The Davie County Tourism Development Authority

The Davie County Tourism Development Authority was established in 2018. The Davie County TDA has 8 board members appointed by the Davie County Chamber Board of Directors and meets monthly. The Davie County TDA is funded by a 6% room occupancy tax collected from guests of Davie County accommodations.

No property taxes are used to fund the Davie County Tourism Development Authority.



Who We Are

Our Current Board of Directors



From Left to Right: Matt Britt, Melinda Szeliga, Paul Moore, Colleen Church, Micah Habershaw, Zach Woods, Caroline Moser, Kaitlyn Hutchins, Josh Hanes



What Is Our Purpose

The purpose of the Davie County Tourism Advisory Board serves to assist with the development and marketing of Davie County's tourism attractions, assets and potential tourism sites; and to encourage economic development of Davie County through travel and tourism.



Funding Tourism

The Grant Process That Makes Funds Available

- * Chamber/Tourism has been funding projects for over 10 years.
- * In 2018, the process was formalized so that grant seekers could have a more official way of requesting funds.
- * The process is now available online and is open for applications between January 1 - February 28.
- * Board members consider factors of the requests such as:
 - type and scope of the applying organization
 - impact and priority of the proposed project
 - timetable
 - number of applications received
 - dollar amounts requested, and the dollar amount available.



Key Projects

A Snapshot That Shows What Has Been Made Possible



Trust Sports Park Bermuda Run, NC

Key Projects

**A Snapshot That Shows What
Has Been Made Possible**



photo credit: Jessica White Huyett

**RiverPark at Cooleemee Falls
Cooleemee, NC**



Key Projects

A Snapshot That Shows What Has Been Made Possible



Farmington Nature Park Mocksville, NC

Key Projects

A Snapshot That Shows What Has
Been Made Possible...local events!



And much,
much more!



Where You Can Find Us

We Work Hard to Promote Davie County as a Destination.

- * Major Rebranding Effort -
"You Belong Here"
- * Serves as the Official Visitor Center for Davie County
- * Promotion in Key Locations
- * On Facebook & Instagram @
Discover Davie County
- * Online at
www.DiscoverDavieCounty.com
- * Weekly Activities & Events e-
Newsletter
<https://discoverdaviecounty.com/visitor-information/>



The Davie County Tourism Development Authority

Committed to Discovering Davie County





**DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS**

Agenda Item Details:

Date of Meeting: September 7, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Staff Recognition - Sheriff

BACKGROUND/PURPOSE OF REQUEST: Staff Recognition - Sheriff

FISCAL IMPACT: <Insert Info Here>

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:



**DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS**

Agenda Item Details:

Date of Meeting: September 7, 2021

Department: Finance

Resource Person: Robin West

ISSUE/ACTION REQUESTED:

Public Hearing Comment Period Rules

BACKGROUND/PURPOSE OF REQUEST: Periodically, the County reviews processes, policies, and rules to ensure the intent of the Board is appropriately reflected. The Davie County Board of Commissioners has *Rules of Procedure* and *Rules for Public Comments*, but no *Rules for Public Hearings*. The attached rules were drafted as a means to have more efficient and effective public hearing proceedings.

FISCAL IMPACT: \$0

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:

PUBLIC HEARING COMMENT PERIOD RULES.2021

PUBLIC HEARING COMMENT PERIOD RULES

1. Pursuant to Chapter 153A of the North Carolina General Statutes and Chapter 155 of the Davie County Code of Ordinances, this Board is conducting a public hearing. Due Notice of this public hearing was advertised and ran in a local newspaper with general circulation in the County as required by law.
2. Each person desiring to speak at this public hearing should come forward to the podium, state his or her full name for the Board and then comment on the proposal.
3. Speakers may only speak once per public hearing.
4. Each speaker shall be allowed a total of three (3) minutes to speak and shall immediately stop when his or her three (3) minutes are up. If the speaker does not stop at the end of his/her time period, the speaker shall be considered as interrupting or disrupting a meeting under N.C.G.S.143-318.17 and shall be subject to the criminal laws of the State of North Carolina. In the event the speaker is speaking for an organized group, the speaker shall be allowed a total of five (5) minutes. All organized groups shall designate a single representative speaker so as to economize time and avoid duplication. In the event several individuals have signed up for the same topic and one or more individuals wish to yield their time to a subsequent speaker, then in that event, the subsequent speaker shall be considered as a speaker for an organized group and shall be allowed a total of five (5) minutes only.
5. The Board shall designate the County Attorney as a time keeper, who shall begin timing the speaker when the speaker states his or her name and will announce "time" when the allotted time has expired. The speaker shall stop at that time.
6. The speaker shall address the Board as a whole and shall not ask for any verbal exchange back from the Board. It is not the intent of public comments to require the Board to answer any impromptu questions. There shall be no discussion between the speakers and members of the audience.

7. All speakers are expected to observe the decorum of the Meeting, to be respectful in their language and presentation and to refrain from the use of profanity or shouting or from making disclosures prohibited by the Personnel Act with respect to any County employee. *Willful violation of the law or interrupting or disrupting of the meeting can result in criminal charges being brought under N.C.G.S. 143-318.17.*
8. All comments by a speaker shall be limited to subject of the public hearing.
9. The speaker must make all presentations from the podium provided and shall not be allowed to physically approach the Board or staff member without the express invitation by the Chair or other designated presiding officer of the Board.
10. In order to conduct public business in an efficient and productive manner, speakers are encouraged to avoid duplicative and repetitive comments.
11. Any applause will be held until the end of the Public Comment Period.
12. A total of thirty (30) minutes shall be allocated by the Board for Public Comments at the Public Hearing before the Board of County Commissioners. Upon Motion duly made and adopted, the Board may extend the thirty (30) minute time period for any particular meeting.
13. Any materials or presentations a speaker wishes to present shall be provided to the Clerk twenty-four (24) hours prior to the meeting date.
14. This Policy on Public Hearing Comment Period shall be made available to the public thirty (30) minutes before each Public Hearing meeting and shall be placed on the County Website along with the public agenda of each Public Hearing at least twenty-four (24) hours before meeting.



DAVIE COUNTY, NORTH CAROLINA BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: September 7, 2021

Department: Finance

Resource Person: Robin West

ISSUE/ACTION REQUESTED:

American Rescue Plan - Phase Two

Purpose

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (H.R. 1319) into law. The \$1.9 trillion package, based on President Biden's American Rescue Plan, is intended to combat the COVID-19 pandemic, including the public health and economic impacts.

Davie County will receive \$8,322,333 of the local fiscal recovery funds over two fiscal years. The funds must be allocated by December 31, 2024. The County will develop a plan to allocate these funds at their highest and best use in conjunction with the County's Strategic Plan, community need, and will not duplicate efforts made by other governmental units or non-profit organizations. This proposal is phase two of this plan.

Public Health Response - \$350,000

There are several areas addressed in the act regarding proper use of funds. One of these areas is the mitigation of the effects on the physical well-being of County citizens. The County proposes

to use the funds to hire two additional Public Health Nurse II to aid in the County's efforts for Vaccination, Testing, Contact Tracing, and any other COVID-19 response efforts. This amount will fund these two positions until December 2024.

Administration of American Rescue Plan Funds - \$830,000

The legislation allows funds to be used for administration and reporting of their use. The County proposes that a maximum of 10% of the funds be allocated for this purpose. A time-limited position in County Administration/Finance is proposed to assist in the tracking, recording, and reporting of the use of these funds. Additionally, some funds will be used for existing staff time of researching, preparing plan documents, and accounting for and tracking of these activities.

Revenue Replacement - \$1,009,219

State, local, territorial, and Tribal governments that are facing budget shortfalls may use Coronavirus State and Local Fiscal Recovery Funds to avoid cuts to government services. With these additional resources, recipients can continue to provide valuable public services and ensure that fiscal austerity measures do not hamper the broader economic recovery. The County has calculated \$1,009,219 as the amount of revenue replacement eligible through December 31, 2020. There will be future calculations made after the end of the time periods designated by the U.S. Treasury guidance.

Fiscal Impact

\$2,289,219 of the \$8,322,333 of American Rescue Plan funds will be used for these purposes; no County funds impacted. Including the \$112,000 allocated in August 2021 for Lucas devices, the total currently allocated is \$2,401,219.

COUNTY MANAGERS; RECOMMENDATION:

ATTACHMENTS:

Board of Commissioners

Terry Renegar, Chairman
 James Blakley, Vice Chairman
 Benita Finney
 Mark Jones
 Richard Poindexter

**County Manager**

David Bone
 Commissioners Meeting Room
 123 South Main Street
 Mocksville, NC 27028
 August 2, 2021 6:00 PM

MINUTES Regular Meeting

1. Meeting Called to Order - Chairman Renegar

Attendee Name	Title	Status	Arrived
Terry N. Renegar	Chair	Present	
James Blakley	Vice-Chairman	Absent	
Benita Finney	Commissioner	Present	
Mark S. Jones	Commissioner	Present	
Richard B. Poindexter	Commissioner	Present	

2. Invocation - The Invocation for this evening's meeting was offered by Commissioner Jones.

3. Pledge of Allegiance - The Pledge of Allegiance was led by Chair Renegar.

4. Ethics & Conflicts Disclosure

County Attorney, Ed Vogler, stated: "Pursuant to NCGS 160A-86 and the Davie County Board of Commissioners Code of Ethics adopted December 2, 2019, I would ask each of you before you adopt the agenda if there is any actual, potential or perceived conflicts of interest with respect to any matter on the proposed agenda which will come before the Board for a vote at this meeting today. If so, please speak up and let the Board know at this time before the agenda is adopted." No Commissioner spoke. Vogler then stated, "It is therefore concluded that there are no actual, potential, or perceived conflicts of interest by any Board member."

5. Adopt Agenda

A motion was made by Commissioner Jones to include in the LME MCO Disengagement Plan updated wording in "a. Transition Planning". This wording will include the following: Executive Leadership from Cardinal Innovations (when appropriate), Consumer and Family Advisory Committee (CFAC) or consumer representative, one of more Behavioral Health/IDD Provider representatives. Commissioner Finney seconded the motion. All were in favor, and the motion passed 4-0 (Renegar, Finney, Jones, Poindexter).

A motion was made by Commissioner Jones to adopt this evening's agenda. Commissioner Finney seconded the motion. All were in favor, and the motion passed 4-0 (Renegar, Finney, Jones, Poindexter).

6. Public Comment Period - There were no citizens who signed up to speak this evening.

7. Presentations

There were three presentations this evening:

Minutes Acceptance: Minutes of Aug 2, 2021 6:00 PM (Approval of Minutes)

1) Register of Deeds Office update, Kelly Funderburk, Register of Deeds Director, reviewed a Power Point presentation and mentioned to the Commissioners various updates within the Register of Deeds office. Such as new online services, marriage licenses, vital records requests, credit and debit card processing, property fraud alert notification system, etc. Ms. Funderburk mentioned the revenue the Register of Deeds office collects pays for the Department expenses and the office is self sustaining.

2) Water & Sewer Master Plan, Public Utilities Capital Improvement Plan, and Asset and Inventory Assessment (AIA), Johnny Lambert, Public Utilities Director reviewed a Power Point discussing where the oldest water lines are located, non-revenue water, the Cooleemee water plant and the recommendation over the next 10 years of \$49,339,000 in Capital Improvements. Mr. Lambert mentioned the Capital Improvement Plan and master plan was funded with AIA grants received from the State of North Carolina for assessment of the infrastructure. The Capital Improvement Plan is subject to change depending on other available funding options. He also mentioned they wish to keep rate increases small each year.

3) Senior Services 2020-2021 Annual Review, Kim Shuskey, Aging and Adult Services Director offered the 2020-2021 annual review. Ms. Shuskey stated Senior Services' doors were closed during the pandemic. However, many services continued to be offered, such as "Meals on Wheels". Senior Services won an Innovation Award for their online offering of programs and their expanded services for folks with dementia. Ms. Shuskey mentioned the In-Home Aide program suffered greatly as clients could not be serviced during the COVID pandemic. Shuskey stated many volunteers, which includes high school students, help deliver meals.

8. Public Hearings

There was one Public Hearing this evening on the Solar Farm Moratorium Ordinance. Development and Facilities Director, Andrew Meadwell, presented, "An Ordinance to extend the Moratorium for establishing or expanding solar energy generating facilities in Davie County's Planning Jurisdiction." Meadwell stated staff requested the current moratorium be extended for another 6 months until February, 2022 to allow staff to develop the ordinance.

Chair Renegar opened public hearing at 7:00 p.m. County Attorney, Ed Vogler, discussed the rules of the Public Comments during the Public Hearing.

One citizen spoke during the Public Comments portion of the Public Hearing:

Jerry Shore, Ratledge Road, stated when an application comes before board, it should have a certification that states anything that is presented to the Board is truthful; he would like for each Commissioner and Planning Board Member to visit the site personally; he wants the Board to make sure consideration is given to the benefits of the county and to protect the rights of the property owner.

Chair Renegar closed the Public Comments portion of the Public Hearing at 7:04 p.m.

Commissioner Poindexter made a motion to extend the Solar Farm Moratorium until February, 2022. Commissioner Jones seconded the motion. All were in favor, and the motion passed 4-0 (Renegar, Finney, Jones, Poindexter).

9. Consent Agenda

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mark S. Jones, Commissioner
SECONDER:	Benita Finney, Commissioner
AYES:	Renegar, Finney, Jones, Poindexter
ABSENT:	Blakley

A. Approval of Minutes

1. Board of Commissioners - Regular Meeting - Jul 12, 2021 6:00 PM
2. Closed Session Minutes - 7/12/2021

B. Tax Reports, Releases and Refunds

1. Releases, Refunds, and Percentage Reports
2. Annual Tax Settlement

C. Appointments

1. Agricultural Advisory Board Re-Appointment - Holly Miller
2. Consolidated Health and Human Services Board Re-Appointment - Andreia Collins
3. Juvenile Crime Prevention Council Board Re-Appointment - Aubrey Draughn

D. Budget Amendments/Transfers

1. Budget Amendments - August 2, 2021

E. Contracts

1. State of NC Viper Tower Lease - Dalton Road

F. Resolutions

1. Disengagement Plan from Cardinal

G. Voting Delegate

1. North Carolina Association of County Commissioners Voting Delegate

10. County Manager's Report

County Manager, David Bone, offered the following report:

- After months of decline, North Carolina is experiencing a rapid increase in COVID-19 cases among those who are unvaccinated.
- Davie County had 42 new cases over the weekend.
- The Delta variant is now causing the vast majority of COVID-19 cases in NC and nationally. Delta is more infectious than previous variants. The vast majority of recent cases are in people who are not fully vaccinated (94% of cases and deaths from May 6 - July 11).

Minutes Acceptance: Minutes of Aug 2, 2021 6:00 PM (Approval of Minutes)

- All of the state's key metrics are increasing. To respond to these rising trends, the State has updated its [guidance](https://urldefense.com/v3/_https://covid19.ncdhhs.gov/media/2859/open_!!HYmSToo!PE0w5rq-jQnRNCKxyDEwfG5eESYU6TSzuUZBnA3ZrQyoHhmLIqbtqh5GUVyb3ih-ahnjCJl-E$>) [<https://urldefense.com/v3/_https://covid19.ncdhhs.gov/media/2859/open_!!HYmSToo!PE0w5rq-jQnRNCKxyDEwfG5eESYU6TSzuUZBnA3ZrQyoHhmLIqbtqh5GUVyb3ih-ahnjCJl-E\\$>](https://urldefense.com/v3/_https://covid19.ncdhhs.gov/media/2859/open_!!HYmSToo!PE0w5rq-jQnRNCKxyDEwfG5eESYU6TSzuUZBnA3ZrQyoHhmLIqbtqh5GUVyb3ih-ahnjCJl-E$>).
- Everyone is encouraged to practice the three W's:
 - (1) Wear a mask in all indoor public settings.
 - (2) Wait six feet apart in all public settings.
 - (3) Wash your hands often.
- Furthermore, the Centers for Disease Control and Prevention recommends people who live in areas with [high or substantial levels of transmission](https://urldefense.com/v3/_https://covid.cdc.gov/covid-data-tracker/*county-view_!w!!HYmSToo!PE0w5rq-jQnRNCKxyDEwfG5eESYU6TSzuUZBnA3ZrQyoHhmLIqbtqh5GUVyb3ih-ahnJqaQGjU$>) [<https://urldefense.com/v3/_https://covid.cdc.gov/covid-data-tracker/*county-view_!w!!HYmSToo!PE0w5rq-jQnRNCKxyDEwfG5eESYU6TSzuUZBnA3ZrQyoHhmLIqbtqh5GUVyb3ih-ahnJqaQGjU\\$>](https://urldefense.com/v3/_https://covid.cdc.gov/covid-data-tracker/*county-view_!w!!HYmSToo!PE0w5rq-jQnRNCKxyDEwfG5eESYU6TSzuUZBnA3ZrQyoHhmLIqbtqh5GUVyb3ih-ahnJqaQGjU$>) wear a mask when in indoor public settings - even if they are vaccinated.
- Walk-in COVID vaccinations are available at Davie County Health & Human Services (HHS). Vaccinations are also available by appointment at by calling 336-753-6779.
- As you are aware, a resolution was adopted unanimously by this Board on June 2, 2021, directing staff to begin the process of disengagement from Cardinal Innovations Healthcare, our current LME/MCO; and on June 29, 2021, this Board voted unanimously to realign with Partners Health Management.
- Through a resolution on the consent agenda for tonight's meeting, you approved a Plan of Disengagement from Cardinal.
- We will post this plan on our website tomorrow, and Davie County will seek public comment on the plan for 60 days.
- Following this public comment period, the County will post all responses for an additional 30 days.
- Davie County will take into consideration feedback received, revise the Disengagement Plan (as appropriate), and will submit a written request to disengage to the Secretary of NCDHHS for her approval.
- As we work through this transition, Davie County remains committed to facilitating and providing appropriate services for our residents. We will continue to work with Cardinal

Innovations / Vaya in a professional and appropriate manner, which is in the best interest of our organization and the residents of Davie County.

- REMINDER - Davie County signed a contract with Fountainworks (a consulting firm) to design and conduct a public engagement process regarding Davie County's strategic priorities.
- In September, an in-person open house is planned where residents and other stakeholders can provide input on Davie County's priorities.
- Following the open house, multiple focus groups will be held virtually in October with target audiences / key stakeholders.
- Involving the community is crucial to continually updating and refining the county's strategic goals and budgeting priorities, and we look forward to this community engagement process.
- We have a Summer Concert Series event coming up on Saturday, August 14th at 6:30 p.m. - ACE Party Band.

11. Old Business - There was no Old Business discussed this evening.

12. New Business

Commissioner Finney spoke about the usage of American Rescue Plan funds to purchase Lucas devices (a mechanical chest compression-decompression system which enables automated and continuous closed chest compressions) for each ambulance. Assistant County Manager/Chief Financial Officer, Robin West, discussed the funds and how the County will need to develop a full plan in order to utilize all of the funds. Ms. West stated the funds must be used in response to the public health emergency. The County received \$4,100,000 in June, 2021.

A motion was made by Commissioner Finney to adopt the resolution below. Commissioner Jones seconded the motion. All were in favor, and the motion passed 4-0 (Renegar, Finney, Jones, Poindexter).

RESOLUTION ADOPTING PHASE ONE SPENDING PLAN OF THE AMERICAN RESCUE PLAN ACT

WHEREAS, on March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (H.R. 1319) into law. The \$1.9 trillion package, based on President Biden's American Rescue Plan, is intended to combat the COVID-19 pandemic, including the public health and economic impacts; and,

WHEREAS, Davie County will receive \$8,322,333 of the local fiscal recovery funds over two fiscal years. The funds must be allocated by December 31, 2024. The County will develop a

Minutes Acceptance: Minutes of Aug 2, 2021 6:00 PM (Approval of Minutes)

plan to allocate these funds at their highest and best use in conjunction with the County's Strategic Plan and community need; and,

WHEREAS, pursuant to the American Rescue Plan Act and the Internal Revenue Service Interim Final Rules, Section 602(c)(1) and Section 603(c)(1) and 31CFR Part 35 RIN 1505-AC77 provides that funds may be used to respond to the public health emergency impacts; and,

WHEREAS, of the funds allocated to local governments, the need to address the mental and physical well-being of County citizens should be mitigated; and,

WHEREAS, the County proposes to use a portion of the funds for Lucas devices for Emergency Medical Services. The Lucas device is a mechanical chest compression device that assists in delivering high-quality, guidelines-consistent chest compressions to sudden cardiac arrest patients in the field, on the move, and in the hospital, including patients who are exhibiting symptoms of Covid-19 infection. The purchase and use of the Lucas devices are in direct response to the Covid-19 disease and the public health emergency created therein. The County plans to purchase seven additional devices for each ambulance at a cost of \$112,000 (\$16,000 each), \$112,000 of the \$8,322,333 of American Rescue Plan funds will be used to supplement general revenue expenditures for pandemic purposes; and,

WHEREAS, the need for additional Lucas devices for Emergency Medical Services has been greatly increased due to the number of Covid-19 related emergency calls wherein patients have exhibited Covid-19 related symptoms which has had a major public health impact and economic impact on Emergency Medical Services in Davie County.

NOW, THEREFORE, UPON MOTION DULY MADE AND SECONDED, IT IS RESOLVED as follows:

BE IT RESOLVED, that Davie County use funds from the general fund for the expenditure of the purchase of the seven Lucas devices, subject to reimbursement out of the restricted ARP funds as appropriated in the annual budget ordinance thru an amendment to the budget ordinance to make more specific budget appropriations of the ARP funds.

This the 2nd day of August, 2021.

A motion was made by Commissioner Finney to make a budget transfer of \$112,000 to the appropriate fund lines. Commissioner Poindexter seconded the motion. All were in favor, and the motion passed 4-0 (Renegar, Finney, Jones, Poindexter).

13. Commissioners' Comments

The Commissioners thanked all for coming to the meeting this evening. They offered their appreciation to staff and wished everyone well.

14. Closed Session

A motion was made by Commissioner Poindexter at 7:21 p.m. to enter into Closed Session Pursuant to NCGS 143.318.11 (A)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body. Commissioner Finney seconded the motion. All were in favor, and the motion passed 4-0 (Renegar, Finney, Jones, Poindexter).

A motion was made by Commissioner Poindexter at 7:30 p.m. to enter into back into regular session. Commissioner Finney seconded the motion. All were in favor, and the motion passed 4-0 (Renegar, Finney, Jones, Poindexter).

15. Resolution

A motion was made by Commissioner Jones to approve the Resolution, Opioid Memorandum of Understanding. Commissioner Poindexter seconded the motion. All were in favor, and the motion passed 4-0 (Renegar, Finney, Jones, Poindexter).

16. Adjourn

A motion was made by Commissioner Poindexter at 7:31 p.m. to adjourn this evening's meeting. Commissioner Finney seconded the motion. All were in favor, and the motion passed 4-0 (Renegar, Finney, Jones, Poindexter).



**DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS**

Agenda Item Details:

Date of Meeting: September 7, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Closed Session Minutes - August 2, 2021

BACKGROUND/PURPOSE OF REQUEST: Closed Session Minutes - August 2, 2021

FISCAL IMPACT: n/a

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:



**DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS**

Agenda Item Details:

Date of Meeting: September 7, 2021

Department: Tax Administration

Resource Person: Brian Myers

ISSUE/ACTION REQUESTED:

Releases, Refunds, and Percentage Reports

BACKGROUND/PURPOSE OF REQUEST: All releases and refunds must be approved by the governing body. (North Carolina General Statute; 105-381 (b

FISCAL IMPACT: Motor vehicle NCVTS refunds \$2,092.50 Motor vehicle plated that were turned in before expiration date. Real and Personal releases \$9,675.04 EMS Releases \$2,815.69

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:

August Reports

COMMISSIONER APPROVAL OF RELEASES & REFUNDS

PROCESSED: July 15, 2021 Thru August 14, 2021

PROCESSED: August 2021

REGULAR RELEASES	
MOTOR VEHICLE	\$0.00
REAL & PERSONAL	\$9,675.04
EMS	\$2,815.69
TOTALS	\$12,490.73

REGULAR REFUNDS	
MOTOR VEHICLE	\$0.00
REAL & PERSONAL	\$0.00
TOTALS	\$0.00

COUNTY GRAND TOTAL \$12,490.73

NEW MOTOR VEHICLE SYSTEM REFUNDS (VTS)	
MOTOR VEHICLE NCVTS	\$2,092.50

TERRY RENEGAR
CHAIRMAN OF THE BOARD
DAVIE COUNTY BOARD OF COMMISSIONERS

Attachment: August Reports (Tax Reports)

RUN DATE: 8/17/2021 9:58 AM

DAVIE COUNTY REFUND REPORT
REGULAR REFUND REPORT 7-15-2021-8-14-2021**PARAMETERS SELECTED FOR ACTIVITY REFUND REPORT:**

TRANSACTION DATE RANGE: 07/15/2021 12:00:00 AM - 08/14/2021 12:00:00 AM

PAYMENT DATE RANGE:

USER/OPERATOR: ,R2

TAX DISTRICT(S):

BILL YEAR RANGE:

BILL# RANGE:

BILL TYPE: Regular

RELEASE NUMBER ONLY:No

SORT BY: Name

PAYMENT TYPE: ,Card - Card,Cash - Cash,Check -
Check,Check Wire - Check Wire,MOrder - Money
Order,UNKNOWN -

RUN DATE: 8/17/2021 9:58 AM

DAVIE COUNTY REFUND REPORT
REGULAR REFUND REPORT 7-15-2021-8-14-2021

NAME	BILL NUMBER	PAYMENT TYPE	AMOUNT	OPER	DATE	TIME
TOTAL REFUNDS PRINTED:						
TOTAL VOID REFUNDS:	0.00					
TOTAL:	0.00					

RUN DATE: 8/17/2021 9:58 AM

DAVIE COUNTY REFUND REPORT
REGULAR REFUND REPORT 7-15-2021-8-14-2021

VOIDED REFUND AMOUNTS OF REFUNDS NOT IN 7/15/2021 - 8/14/2021

NAME	BILL NUMBER	AMOUNT	OPER	PAYMENT TYPE	DATE	TIME	REFUND DATE
TOTAL VOID REFUNDS:							

RUN DATE: 8/17/2021 10:07 AM

DAVIE COUNTY REFUND REPORT
VEHICLE REFUND REPORT 7-15-2021-8-14-2021**PARAMETERS SELECTED FOR ACTIVITY REFUND REPORT:**

TRANSACTION DATE RANGE: 07/15/2021 12:00:00 AM - 08/14/2021 12:00:00 AM

PAYMENT DATE RANGE:

USER/OPERATOR: ,R2

TAX DISTRICT(S):

BILL YEAR RANGE:

BILL# RANGE:

BILL TYPE: Motor Vehicle

RELEASE NUMBER ONLY:No

SORT BY: Name

PAYMENT TYPE: ,Card - Card,Cash - Cash,Check -
Check,Check Wire - Check Wire,MOrder - Money
Order,UNKNOWN -

RUN DATE: 8/17/2021 10:07 AM

DAVIE COUNTY REFUND REPORT
VEHICLE REFUND REPORT 7-15-2021-8-14-2021

NAME	BILL NUMBER	PAYMENT TYPE	AMOUNT	OPER	DATE	TIME
TOTAL REFUNDS PRINTED:						
TOTAL VOID REFUNDS:	0.00					
TOTAL:	0.00					

Attachment: August Reports (Tax Reports)

RUN DATE: 8/17/2021 10:07 AM

DAVIE COUNTY REFUND REPORT
VEHICLE REFUND REPORT 7-15-2021-8-14-2021

VOIDED REFUND AMOUNTS OF REFUNDS NOT IN 7/15/2021 - 8/14/2021

NAME	BILL NUMBER	AMOUNT	OPER	PAYMENT TYPE	DATE	TIME	REFUND DATE
TOTAL VOID REFUNDS:							

PARAMETERS SELECTED FOR RELEASES REPORT:

TRANSACTION DATE/TIME RANGE: 07-15-2021 - 8-14-2021

PAYMENT DATE RANGE:

BILL TYPE: Regular

BILL YEAR/NUMBER RANGE:

PRINT TOTALS ONLY: No

USER/OPERATOR:

EXCLUDE USERS/OPERATORS: ,R2

SORT ORDER: Name

REPORT TITLE: REGULAR RELEASE REPORT 7-15-
2021-8-14-2021

DISTRICT/TYPE/FEE:

BATCH MONTH RANGE:

BATCH YEAR RANGE:

BATCH REAL TIME:

INCLUDE ONLY THOSE WITH RELEASE NUMBERS: No

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
8314760 BAKER RANDALL	2021-29530	DY: PERSONAL PROPERTY	Ipotts	7/29/2021 4:16:47 PM		
				C ADVL TAX	26,950.00	197.54
				FR09PEN FEE	26,950.00	1.08
				C PEN FEE	26,950.00	19.75
				FR09ADVL TAX	26,950.00	10.78
				TOTAL RELEASES:		229.15
8300756 BARNEY MARCIA L	2021-1622	DY: PERSONAL PROPERTY	Ipotts	8/2/2021 4:52:00 PM		
				FR15PEN FEE	0.00	0.12
				C PEN FEE	0.00	2.19
				TOTAL RELEASES:		2.31
8314761 BARNHILL JAMES III	2021-29531	DY: PERSONAL PROPERTY	Ipotts	7/29/2021 4:21:48 PM		
				C ADVL TAX	22,320.00	163.61
				FR09PEN FEE	22,320.00	0.89
				FR09ADVL TAX	22,320.00	8.93
				C PEN FEE	22,320.00	16.36
				TOTAL RELEASES:		189.79
8310365 BAUTISTA EMMA ANCELMO	2021-1821	DY: PERSONAL PROPERTY	Ipotts	8/11/2021 4:17:33 PM		
				FR12PEN FEE	6,216.00	0.25
				FR12ADVL TAX	6,216.00	2.49
				C PEN FEE	6,216.00	4.56
				C ADVL TAX	6,216.00	45.56
				TOTAL RELEASES:		52.86
202020159100 CARLSON DONALD JOSEPH JR	2020-201591	DY:19 PERSONAL PROPERTY	krafie	8/12/2021 1:41:10 PM		
				C ADVL TAX	3,450.00	101.84
				FIREADVL TAX	3,450.00	5.52
				CI03ADVL TAX	3,450.00	20.70
				TOTAL RELEASES:		128.06
8312672 CONRAD LARRY	2021-5705	DY: PERSONAL PROPERTY	Ipotts	7/29/2021 3:40:08 PM		
				C ADVL TAX	19,852.00	145.52
				FR09PEN FEE	19,852.00	0.79
				C PEN FEE	19,852.00	14.55
				FR09ADVL TAX	19,852.00	7.94
				TOTAL RELEASES:		168.80

Attachment: August Reports (Tax Reports)

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
17942750 CORNWALL RICHARD O	2021-5998	DY: RP:E6040A0003 krafie	7/28/2021 3:23:57 PM			
				FR15PEN FEE	980.00	0.04
				C PEN FEE	980.00	0.72
				FR15ADVL TAX	980.00	0.39
				C ADVL TAX	980.00	7.18
				TOTAL RELEASES:		8.33
8312675 CULHANE STEPHEN	2021-29528	BOAT AND MOTOR ARE DOUBLE LISTED. DY: PERSONAL PROPERTY lpotts	7/29/2021 4:01:53 PM			
				FR09ADVL TAX	22,320.00	8.93
				C PEN FEE	22,320.00	16.36
				FR09PEN FEE	22,320.00	0.89
				C ADVL TAX	22,320.00	163.61
				TOTAL RELEASES:		189.79
8308895 DAVIS WILLIAM	2021-7026	THIS CAMPER IS TAGGED PLATE EXPIRES 08-31-21 DY: ORP: J5150B0004 Klogan	8/4/2021 8:17:51 AM			
				FR12ADVL TAX	45,000.00	18.00
				C ADVL TAX	45,000.00	329.85
				TOTAL RELEASES:		347.85
82519845 EDWARDS TODD Z	2021-8148	TURNED IN VA PAPERWORK FOR THE DISABLED VETERAN EXEMPTION DY: PERSONAL PROPERTY krafie	7/26/2021 11:58:03 AM			
				C PEN FEE	7,252.00	5.32
				FR16PEN FEE	7,252.00	0.29
				C ADVL TAX	7,252.00	53.16
				FR16ADVL TAX	7,252.00	2.90
				TOTAL RELEASES:		61.67
8312680 EVERHART SAUNDRA M	2021-29474	MOBILE HOME IS DOUBLE LISTED. ALSO LISTED TO TODD Z EDWARDS ON ACCOUNT NUMBER 82525938. MOBILE HOME IS ONLY TITLED TO TODD Z EDWARDS PER DMV SO RELEASED THIS BILL. DY: PERSONAL PROPERTY lpotts	7/29/2021 4:27:25 PM			
				FR09ADVL TAX	20,230.00	8.09
				C PEN FEE	20,230.00	14.83
				C ADVL TAX	20,230.00	148.29
				FR09PEN FEE	20,230.00	0.81
				TOTAL RELEASES:		172.02
29170120 GILBERT JUNKO DBA	2021-9837	NOT ON FOREST LAKES 2021 CAMPGROUND LIST. DY: PERSONAL PROPERTY krafie	8/9/2021 4:40:17 PM			
				FIREADVRURALT AX	620.00	0.15
				FIREADVRURALP ENFEE	620.00	0.02
				C PEN FEE	620.00	0.45
				C ADVL TAX	620.00	4.54
				FR01ADVL TAX	620.00	

Attachment: August Reports (Tax Reports)

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
				FR01PEN FEE	620.00	0.03
				TOTAL RELEASES:		5.44
8314641	2021-29476	DY: PERSONAL PROPERTY	7/29/2021 4:39:43 PM			
HALLIWELL JOHANNA						
				FR09ADVL TAX	10,510.00	4.20
				C ADVL TAX	10,510.00	77.04
				FR09PEN FEE	10,510.00	0.42
				C PEN FEE	10,510.00	7.70
				TOTAL RELEASES:		89.36
8315969	2021-33080	DY: RP:	7/27/2021 10:49:49 AM			
HAWOTTE KAMEN						
				C EMS GARN FEE	0.00	60.00
				C-EMS DELQ FEE	0.00	1,180.36
				TOTAL RELEASES:		1,240.36
8315819	2020-33066	DY: RP:	7/15/2021 9:03:34 AM			
HILL SCOTT						
				C-EMS DELQ FEE	0.00	1,175.17
				C EMS GARN FEE	0.00	60.00
				TOTAL RELEASES:		1,235.17
8304344	2020-22080	DY: PERSONAL PROPERTY	7/20/2021 12:09:11 PM			
HOME PLATE BATTING CENTER						
				FR15PEN FEE	19,646.00	0.79
				C PEN FEE	19,646.00	14.50
				C ADVL TAX	19,646.00	144.99
				FR15ADVL TAX	19,646.00	7.86
				TOTAL RELEASES:		168.14
8307025	2020-6320	DY: PERSONAL PROPERTY	7/20/2021 12:06:36 PM			
HONOR DARLING						
				C ADVL TAX	5,230.00	38.60
				CI02PEN FEE	5,230.00	1.52
				FR12PEN FEE	5,230.00	0.21
				FR12ADVL TAX	5,230.00	2.09
				C PEN FEE	5,230.00	3.86
				CI02ADVL TAX	5,230.00	15.17
				TOTAL RELEASES:		61.45
8304518	2019-25450	DY: PERSONAL PROPERTY	7/20/2021 3:24:15 PM			
JE JE CONSTRUCTION INC						
				FR01ADVL TAX	10,902.00	4.36
				FR01PEN FEE	10,902.00	0.44
				C ADVL TAX	10,902.00	80.46
				C PEN FEE	10,902.00	8.05

Attachment: August Reports (Tax Reports)

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
				FIREADVRURALT AX	10,902.00	2.66
				FIREADVRURALP ENFEE	10,902.00	0.27
				TOTAL RELEASES:		96.24
8300720 JOURNEYS END TRAINING CTR LLC	2017-23646	THIS BUSINESS HAD 2 ACCOUNTS AND WAS BEING DOUBLE BILLED FOR THE BPP ITEMS. DY: PERSONAL PROPERTY	krafie 8/13/2021 3:14:59 PM			
				FIREPEN FEE	2,750.00	0.11
				C PEN FEE	2,750.00	2.00
				FIREADVL TAX	2,750.00	1.10
				C ADVL TAX	2,750.00	20.02
				TOTAL RELEASES:		23.23
8300720 JOURNEYS END TRAINING CTR LLC	2016-13774	ACCORDING TO NC SEC OF STATE COMPANY WAS DISSOLVED IN 2010 DY: PERSONAL PROPERTY	krafie 8/13/2021 3:14:35 PM			
				FIREPEN FEE	2,753.00	0.11
				C PEN FEE	2,753.00	2.00
				FIREADVL TAX	2,753.00	1.10
				C ADVL TAX	2,753.00	20.04
				TOTAL RELEASES:		23.25
8300720 JOURNEYS END TRAINING CTR LLC	2015-13678	ACCORDING TO NC SEC OF STATE COMPANY WAS DISSOLVED IN 2010 DY: PERSONAL PROPERTY	krafie 8/13/2021 3:14:15 PM			
				FIREPEN FEE	2,919.00	0.12
				C PEN FEE	2,919.00	2.13
				FIREADVL TAX	2,919.00	1.17
				C ADVL TAX	2,919.00	21.25
				TOTAL RELEASES:		24.67
8300720 JOURNEYS END TRAINING CTR LLC	2014-13422	ACCORDING TO NC SEC OF STATE COMPANY WAS DISSOLVED IN 2010 DY: PERSONAL PROPERTY	krafie 8/13/2021 3:13:52 PM			
				FIREPEN FEE	3,997.00	0.16
				C PEN FEE	3,997.00	2.48
				FIREADVL TAX	3,997.00	1.60
				C ADVL TAX	3,997.00	24.78
				TOTAL RELEASES:		29.02
8300720 JOURNEYS END TRAINING CTR LLC	2013-13403	ACCORDING TO NC SEC OF STATE COMPANY WAS DISSOLVED IN 2010 DY: PERSONAL PROPERTY	krafie 8/13/2021 3:12:40 PM			
				FIREPEN FEE	5,427.00	0.22
				C PEN FEE	5,427.00	3.37
				FIREADVL TAX	5,427.00	2.17
				C ADVL TAX	5,427.00	33.65
				TOTAL RELEASES:		39.41
8300720 JOURNEYS END TRAINING CTR LLC	2018-18332	ACCORDING TO NC SEC OF STATE COMPANY WAS DISSOLVED IN 2010 DY: PERSONAL PROPERTY	krafie 8/13/2021 3:16:17 PM			
				FIREPEN FEE	2,750.00	

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
				C PEN FEE	2,750.00	2.03
				FIREADVL TAX	2,750.00	1.10
				C ADVL TAX	2,750.00	20.30
				TOTAL RELEASES:		23.54
8300720	2019-6237	ACCORDING TO NC SEC OF STATE COMPANY WAS DISSOLVED IN 2010 DY: PERSONAL PROPERTY	krafie	8/13/2021 3:16:56 PM		
JOURNEYS END TRAINING CTR LLC						
				C PEN FEE	2,750.00	2.03
				FR08PEN FEE	2,750.00	0.11
				FR08ADVL TAX	2,750.00	1.10
				C ADVL TAX	2,750.00	20.30
				TOTAL RELEASES:		23.54
8300720	2020-22111	ACCORDING TO NC SEC OF STATE COMPANY WAS DISSOLVED IN 2010 DY: PERSONAL PROPERTY	krafie	8/13/2021 3:17:17 PM		
JOURNEYS END TRAINING CTR LLC						
				C ADVL TAX	2,750.00	20.30
				FR08PEN FEE	2,750.00	0.11
				FR08ADVL TAX	2,750.00	1.10
				C PEN FEE	2,750.00	2.03
				TOTAL RELEASES:		23.54
8300720	2012-27886	ACCORDING TO NC SEC OF STATE COMPANY WAS DISSOLVED IN 2010 DY: PERSONAL PROPERTY	krafie	8/13/2021 3:09:44 PM		
JOURNEYS END TRAINING CTR LLC						
				FIREADVL TAX	6,855.00	2.74
				C ADVL TAX	6,855.00	39.76
				TOTAL RELEASES:		42.50
8306374	2021-14075	ACCORDING TO NC SEC OF STATE COMPANY WAS DISSOLVED IN 2010 DY: PERSONAL PROPERTY	krafie	8/9/2021 4:39:52 PM		
JUNKO GILBERT CPA, PLLC						
				C ADVL TAX	380.00	2.79
				FR01PEN FEE	380.00	0.02
				FR01ADVL TAX	380.00	0.15
				C PEN FEE	380.00	0.28
				FIREADVRURAL AX	380.00	0.09
				FIREADVRURALP ENFEE	380.00	0.01
				TOTAL RELEASES:		3.34
44060000	2021-14796	BUSINESS MOVED TO GUILFORD CO IN OCTOBER 2020. HAS BEEN PICKED UP BY GUILFORD CO. DY:ORP:J400000027	Klogan	8/4/2021 11:10:47 AM		
LAKEY DORIS S						
				FR12ADVL TAX	39,945.00	15.98
				C ADVL TAX	39,945.00	292.80
				TOTAL RELEASES:		308.78
82523393	2021-15014	PER BRIAN MYERS - RETURNED AUDIT LETTER AND WAS IN COMPLIANCE - ADDED EXEMPTION BACK DY:ORP:D7030C0001	Klogan	8/2/2021 10:01:43 AM		
LATHAM CAROLYN MCBRIDE						
				C ADVL TAX	71,900.00	

Attachment: August Reports (Tax Reports)

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
				FR15ADVL TAX	71,900.00	28.76
				TOTAL RELEASES:		555.79
8313871	2021-15187	AUDIT LETTER RETURNED - RELEASED EXEMPTION PORTION DY: RP:E200000023	Heather B	8/4/2021 8:46:45 AM		
LEDBETTER JESSE R						
				C ADVL TAX	128,670.00	943.15
				FR16ADVL TAX	128,670.00	51.47
				TOTAL RELEASES:		994.62
8313562	2021-15482	SHOULD HAVE BEEN DEFERRED DY: RP:N5010C0027	Heather B	8/12/2021 8:20:35 AM		
LINVILLE MICHAEL H						
				SW05FFEEFEE	10,000.00	150.00
				TOTAL RELEASES:		150.00
46701500	2021-15842	VACANT-RELEASE SOLID WASTE DY:0RP:E700000011	Klogan	7/22/2021 12:01:28 PM		
LYONS RUBY						
				FR15ADVL TAX	40,952.00	16.38
				C ADVL TAX	40,952.00	300.18
				TOTAL RELEASES:		316.56
82513628	2021-16306	AUDIT LETTER FOR 2021 RETURNED - ADDED EXEMPTION BACK TO THE PROPERTY, RELEASING THE EXEMPT PORTION DY: PERSONAL PROPERTY	krafie	8/3/2021 11:16:46 AM		
MASON PAUL H						
				C ADVL TAX	3,188.00	23.37
				FR16ADVL TAX	3,188.00	1.28
				TOTAL RELEASES:		24.65
8308813	2021-16938	VALUE RELEASED IS FOR A TRAILER THAT IS TAGGED DY: PERSONAL PROPERTY	krafie	8/2/2021 4:42:11 PM		
MCINTOSH RUSSELL DEAN						
				C ADVL TAX	1,629.00	11.94
				FR02PEN FEE	1,629.00	0.07
				C PEN FEE	1,629.00	1.19
				FR02ADVL TAX	1,629.00	0.65
				TOTAL RELEASES:		13.85
82513692	2021-17436	SOLD CAMPER TO BARBARA TAYLOR. BARBARA IS ON THE LAKE MYERS PARK LIST FOR 2021 AT LOT G04 DY: PERSONAL PROPERTY	krafie	8/9/2021 12:18:36 PM		
MILLER MICHAEL A						
				C ADVL TAX	12,150.00	89.06
				FR08ADVL TAX	12,150.00	4.86
				TOTAL RELEASES:		93.92
82515005	2021-18535	GRAPPLE BUCKET COST 2500 INSTEAD OF 25000. RESEARCHED COST OF GRAPPLE BUCKET ON COMPUTER. DY: PERSONAL PROPERTY	krafie	8/11/2021 2:15:10 PM		
NEELY GARRY D						
				FR10PEN FEE	7,874.00	0.32
				C ADVL TAX	7,874.00	57.72
				FR10ADVL TAX	7,874.00	3.15

Attachment: August Reports (Tax Reports)

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
				C PEN FEE	7,874.00	5.77
				TOTAL RELEASES:		66.96
8314708 PEACOCK JEFFREY BRIAN	2021-29513	MHOM WAS SOLD TO MICHAEL KEITH JOYNER 10/8/2020. RELEASE AND REBILL. DY: PERSONAL PROPERTY	krafie	8/9/2021 8:50:15 AM		
				FR10ADVL TAX	1,738.00	0.70
				C ADVL TAX	1,738.00	12.74
				TOTAL RELEASES:		13.44
82522410 PORTER CHRISTOPHER W	2021-20039	PROVIDED PHOTO AND BILL OF SALE OF PERM TAG TRAILER. DY: RP:H5170A0036	Klogan	8/4/2021 1:13:27 PM		
				FR12PEN FEE	0.00	0.80
				C PEN FEE	0.00	14.67
				TOTAL RELEASES:		15.47
8303709 RAMIREZ JOSEPHINE	2021-20618	LISTED ON TIME ONLINE - SHOULD NOT HAVE BEEN GIVEN PENALTY DY: PERSONAL PROPERTY	lpotts	8/10/2021 12:31:36 PM		
				FR16PEN FEE	7,252.00	0.29
				C PEN FEE	7,252.00	5.32
				FR16ADVL TAX	7,252.00	2.90
				C ADVL TAX	7,252.00	53.16
				TOTAL RELEASES:		61.67
60107800 REECE TODD ADDISON	2021-20836	THIS MOBILE HOME IS LISTED TO ABIGAIL MARTINEZ RAMIREZ FOR 2021 UNDER ACCT # 8312467 DY: RP:C70000008903	krafie	8/4/2021 10:11:39 AM		
				C PEN FEE	0.00	6.51
				FR15PEN FEE	0.00	0.36
				TOTAL RELEASES:		6.87
8315973 ROBERTS JACOB	2019-30275	LISTING WAS RECEIVED ONLINE 1.28.2021. SHOULD HAVE NEVER RECEIVED A PENALTY. DY: RP:	Heather B	7/30/2021 10:59:25 AM		
				C EMS GARN FEE	0.00	60.00
				C-EMS DELQ FEE	0.00	280.16
				TOTAL RELEASES:		340.16
68320120 SMITH TIMOTHY WAYNE	2021-23481	TERMINATED 2/16/21 DY:ORP:J6000000004	rhursey	8/5/2021 9:47:51 AM		
				C ADVL TAX	105,940.00	776.54
				FR12ADVL TAX	105,940.00	42.38
				TOTAL RELEASES:		818.92
70843000 STEELE RICKY L	2021-24502	THIS PROPERTY WAS SOLD TO KYLE BASS AND CARLI WALLACE ON 11/23/2020 AND SHOULD HAVE BEEN TRANSFERRED AND RECEIVED THE 2020 BILL. RELEASING AND BILLING THE PROPER PARTY. DY:ORP:L50000001409	Heather B	8/12/2021 10:33:47 AM		
				C ADVL TAX	62,220.00	456.07

Attachment: August Reports (Tax Reports)

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
				FR10ADVL TAX	62,220.00	24.89
				TOTAL RELEASES:		480.96
82513250	2021-29649	NO BARN PRESENT DY:0RP:I30000000201	Klogan	8/2/2021 12:54:06 PM		
THOMPSON ANNIE E						
				FR02ADVL TAX	129,283.00	51.71
				C ADVL TAX	129,283.00	947.64
				TOTAL RELEASES:		999.35
82513250	2021-29649	EXEMPTION SHOULD HAVE REMAINED ON THIS PARCEL AFTER SPLIT DY:0RP:I30000000201	Klogan	8/2/2021 9:53:27 AM		
THOMPSON ANNIE E						
				FR02ADVL TAX	258,550.00	103.42
				C ADVL TAX	258,550.00	1,895.17
				TOTAL RELEASES:		1,998.59
82513250	2021-29649	LAND WAS SURVEYED AND EXEMPTION WAS TAKEN OFF - RELEASED 258,550 VALUE OFF PROPERTY BILL AND ADDED EXEMPTION BACK TO THIS PROPERTY WITH HER HOUSE DY:0RP:I30000000201	bmyers	8/2/2021 12:20:42 PM		
THOMPSON ANNIE E						
				FR02ADVL TAX	258,550.00	-103.42
				C ADVL TAX	258,550.00	-1,895.17
				TOTAL RELEASES:		-1,998.59
8303649	2021-25613	DY: PERSONAL PROPERTY	krafie	8/4/2021 2:47:46 PM		
TOLLENAER JOSHUA MICHAEL						
				C ADVL TAX	929.00	6.81
				FR09ADVL TAX	929.00	0.37
				TOTAL RELEASES:		7.18
8314196	2021-6102	PERM TAG IS DOUBLE LISTED DY:0RP:N4040A0004	Heather B	8/4/2021 2:32:37 PM		
TOWN OF COOLEEMEE						
				C ADVL TAX	10,000.00	73.30
				CI01ADVL TAX	10,000.00	42.00
				SW05FFEEFEE	10,000.00	150.00
				FR04ADVL TAX	10,000.00	4.00
				TOTAL RELEASES:		269.30
8314196	2021-6104	SHOULD HAVE BEEN EXEMPT DY:0RP:N4040A0010	Heather B	8/4/2021 2:35:06 PM		
TOWN OF COOLEEMEE						
				C ADVL TAX	27,530.00	201.79
				CI01ADVL TAX	27,530.00	115.63
				SW05FFEEFEE	27,530.00	150.00
				FR04ADVL TAX	27,530.00	11.01
				TOTAL RELEASES:		478.43
8314196	2021-6098	SHOULD HAVE BEEN EXEMPT DY:0RP:M4130B0027	Heather B	8/4/2021 2:35:42 PM		
TOWN OF COOLEEMEE						
				C ADVL TAX	38,610.00	283.01
				CI01ADVL TAX	38,610.00	162.16
				FR04ADVL TAX	38,610.00	15.44
				TOTAL RELEASES:		460.61
		SHOULD HAVE BEEN EXEMPT				

Attachment: August Reports (Tax Reports)

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
8300932 US BANK NATIONAL ASSOCIATION	2021-26069	DY: PERSONAL PROPERTY lpotts	7/29/2021 12:37:48 PM			
				C ADVLTAX	2,000.00	14.66
				FR12ADVL TAX	2,000.00	0.80
				TOTAL RELEASES:		15.46
8300932 US BANK NATIONAL ASSOCIATION	2021-26069	DY: PERSONAL PROPERTY lpotts	7/29/2021 3:03:46 PM			
				C ADVLTAX	2,000.00	-14.66
				FR12ADVL TAX	2,000.00	-0.80
				TOTAL RELEASES:		-15.46
8300932 US BANK NATIONAL ASSOCIATION	2021-26069	DY: PERSONAL PROPERTY lpotts	7/29/2021 3:09:41 PM			
				C ADVLTAX	100.00	0.73
				FR12ADVL TAX	100.00	0.04
				TOTAL RELEASES:		0.77
8314640 WILLIAMS JAMES	2021-29475	DY: PERSONAL PROPERTY lpotts	7/29/2021 4:32:46 PM			
				FR09PEN FEE	5,020.00	0.20
				C PEN FEE	5,020.00	3.68
				C ADVLTAX	5,020.00	36.80
				FR09ADVL TAX	5,020.00	2.01
				TOTAL RELEASES:		42.69
8312649 WINGS FOR THE WORD INC	2021-27939	DY: PERSONAL PROPERTY lpotts	8/3/2021 9:25:12 AM			
				FR09ADVL TAX	149,000.00	59.60
				C ADVLTAX	149,000.00	1,092.17
				C PEN FEE	149,000.00	109.22
				FR09PEN FEE	149,000.00	5.96
				TOTAL RELEASES:		1,266.95
		NOT ON FOREST LAKES 2021 CAMPGROUND LIST.				
NET RELEASES PRINTED:	12,490.73					
TOTAL TAXES RELEASED						12,490.73

Attachment: August Reports (Tax Reports)

C ADVLTAX - COUNTY TAX

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2012	2012	0	6,855	6,855	0.00	39.76	0	0.00	6,855	39.76
2013	2013	0	5,427	5,427	0.00	33.65	0	0.00	5,427	33.65
2014	2014	0	3,997	3,997	0.00	24.78	0	0.00	3,997	24.78
2015	2015	0	2,919	2,919	0.00	21.25	0	0.00	2,919	21.25
2016	2016	0	2,753	2,753	0.00	20.04	0	0.00	2,753	20.04
2017	2017	0	2,750	2,750	0.00	20.02	0	0.00	2,750	20.02
2018	2018	0	2,750	2,750	0.00	20.30	0	0.00	2,750	20.30
2019	2019	0	13,652	13,652	0.00	100.76	0	0.00	13,652	100.76
2020	2019	0	3,450	3,450	0.00	101.84	0	0.00	3,450	101.84
2020	2020	0	27,626	27,626	0.00	203.89	0	0.00	27,626	203.89
2021	2021	700,050	326,510	1,026,560	5,131.36	2,393.34	0	0.00	1,026,560	7,524.70
DIST TOTAL		700,050	398,689	1,098,739	5,131.36	2,979.63	0	0.00	1,098,739	8,110.99

C PEN FEE - C PEN FEE

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2013	2013	0	5,427	5,427	0.00	3.37	0	0.00	5,427	3.37
2014	2014	0	3,997	3,997	0.00	2.48	0	0.00	3,997	2.48
2015	2015	0	2,919	2,919	0.00	2.13	0	0.00	2,919	2.13
2016	2016	0	2,753	2,753	0.00	2.00	0	0.00	2,753	2.00
2017	2017	0	2,750	2,750	0.00	2.00	0	0.00	2,750	2.00
2018	2018	0	2,750	2,750	0.00	2.03	0	0.00	2,750	2.03
2019	2019	0	13,652	13,652	0.00	10.08	0	0.00	13,652	10.08
2020	2020	0	27,626	27,626	0.00	20.39	0	0.00	27,626	20.39
2021	2021	0	308,405	308,405	0.00	249.43	0	0.00	308,405	249.43
DIST TOTAL		0	370,279	370,279	0.00	293.91	0	0.00	370,279	293.91

C EMS GARN FEE - C EMS GARN FEE

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2019	2019	0	0	0	0.00	60.00	0	0.00	0	60.00
2020	2020	0	0	0	0.00	60.00	0	0.00	0	60.00
2021	2021	0	0	0	0.00	60.00	0	0.00	0	60.00
DIST TOTAL		0	0	0	0.00	180.00	0	0.00	0	180.00

C-EMS DELQ FEE - C-EMS DELQ FEE

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2019	2019	0	0	0	0.00	280.16	0	0.00	0	280.16
2020	2020	0	0	0	0.00	1,175.17	0	0.00	0	1,175.17
2021	2021	0	0	0	0.00	1,180.36	0	0.00	0	1,180.36
DIST TOTAL		0	0	0	0.00	2,635.69	0	0.00	0	2,635.69

CI01ADVL TAX - COOLEEMEE CITY

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2021	2021	76,140	0	76,140	319.79	0.00	0	0.00	76,140	319.79
DIST TOTAL		76,140	0	76,140	319.79	0.00	0	0.00	76,140	319.79

Attachment: August Reports (Tax Reports)

CI02ADVLTX - MOCKSVILLE CITY

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2020	2020	0	5,230	5,230	0.00	15.17	0	0.00	5,230	15.17
DIST TOTAL		0	5,230	5,230	0.00	15.17	0	0.00	5,230	15.17

CI02PEN FEE - CI02PEN FEE

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2020	2020	0	5,230	5,230	0.00	1.52	0	0.00	5,230	1.52
DIST TOTAL		0	5,230	5,230	0.00	1.52	0	0.00	5,230	1.52

CI03ADVLTX - BERMUDA RUN CIT

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2020	2019	0	3,450	3,450	0.00	20.70	0	0.00	3,450	20.70
DIST TOTAL		0	3,450	3,450	0.00	20.70	0	0.00	3,450	20.70

FIREADVLTX - FIRE TAX

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2012	2012	0	6,855	6,855	0.00	2.74	0	0.00	6,855	2.74
2013	2013	0	5,427	5,427	0.00	2.17	0	0.00	5,427	2.17
2014	2014	0	3,997	3,997	0.00	1.60	0	0.00	3,997	1.60
2015	2015	0	2,919	2,919	0.00	1.17	0	0.00	2,919	1.17
2016	2016	0	2,753	2,753	0.00	1.10	0	0.00	2,753	1.10
2017	2017	0	2,750	2,750	0.00	1.10	0	0.00	2,750	1.10
2018	2018	0	2,750	2,750	0.00	1.10	0	0.00	2,750	1.10
2020	2019	0	3,450	3,450	0.00	5.52	0	0.00	3,450	5.52
DIST TOTAL		0	30,901	30,901	0.00	16.50	0	0.00	30,901	16.50

FIREADVRURALPENFEE - FIRE ADV RUR PEN FEE

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2019	2019	0	10,902	10,902	0.00	0.27	0	0.00	10,902	0.27
2021	2021	0	1,000	1,000	0.00	0.03	0	0.00	1,000	0.03
DIST TOTAL		0	11,902	11,902	0.00	0.30	0	0.00	11,902	0.30

FIREADVRURALTAX - FIRE ADV RURAL TAX

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2019	2019	0	10,902	10,902	0.00	2.66	0	0.00	10,902	2.66
2021	2021	0	1,000	1,000	0.00	0.24	0	0.00	1,000	0.24
DIST TOTAL		0	11,902	11,902	0.00	2.90	0	0.00	11,902	2.90

FIREPEN FEE - FIREPEN FEE

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2013	2013	0	5,427	5,427	0.00	0.22	0	0.00	5,427	0.22
2014	2014	0	3,997	3,997	0.00	0.16	0	0.00	3,997	0.16
2015	2015	0	2,919	2,919	0.00	0.12	0	0.00	2,919	0.12
2016	2016	0	2,753	2,753	0.00	0.11	0	0.00	2,753	0.11
2017	2017	0	2,750	2,750	0.00	0.11	0	0.00	2,750	0.11
2018	2018	0	2,750	2,750	0.00	0.11	0	0.00	2,750	0.11
DIST TOTAL		0	20,596	20,596	0.00	0.83	0	0.00	20,596	0.83

Attachment: August Reports (Tax Reports)

FR01ADVL TAX - FIREADVL1

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2019	2019	0	10,902	10,902	0.00	4.36	0	0.00	10,902	4.36
2021	2021	0	1,000	1,000	0.00	0.40	0	0.00	1,000	0.40
DIST TOTAL		0	11,902	11,902	0.00	4.76	0	0.00	11,902	4.76

FR01PEN FEE - FIREPEN FEE1

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2019	2019	0	10,902	10,902	0.00	0.44	0	0.00	10,902	0.44
2021	2021	0	1,000	1,000	0.00	0.05	0	0.00	1,000	0.05
DIST TOTAL		0	11,902	11,902	0.00	0.49	0	0.00	11,902	0.49

FR02ADVL TAX - FIREADVL2

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2021	2021	129,283	1,629	130,912	51.71	0.65	0	0.00	130,912	52.36
DIST TOTAL		129,283	1,629	130,912	51.71	0.65	0	0.00	130,912	52.36

FR02PEN FEE - FIREPEN FEE2

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2021	2021	0	1,629	1,629	0.00	0.07	0	0.00	1,629	0.07
DIST TOTAL		0	1,629	1,629	0.00	0.07	0	0.00	1,629	0.07

FR04ADVL TAX - FIREADVL4

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2021	2021	76,140	0	76,140	30.45	0.00	0	0.00	76,140	30.45
DIST TOTAL		76,140	0	76,140	30.45	0.00	0	0.00	76,140	30.45

FR08ADVL TAX - FIREADVL8

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2019	2019	0	2,750	2,750	0.00	1.10	0	0.00	2,750	1.10
2020	2020	0	2,750	2,750	0.00	1.10	0	0.00	2,750	1.10
2021	2021	0	12,150	12,150	0.00	4.86	0	0.00	12,150	4.86
DIST TOTAL		0	17,650	17,650	0.00	7.06	0	0.00	17,650	7.06

FR08PEN FEE - FIREPEN FEE8

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2019	2019	0	2,750	2,750	0.00	0.11	0	0.00	2,750	0.11
2020	2020	0	2,750	2,750	0.00	0.11	0	0.00	2,750	0.11
DIST TOTAL		0	5,500	5,500	0.00	0.22	0	0.00	5,500	0.22

FR09ADVL TAX - FIREADVL9

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2021	2021	0	277,131	277,131	0.00	110.85	0	0.00	277,131	110.85
DIST TOTAL		0	277,131	277,131	0.00	110.85	0	0.00	277,131	110.85

FR09PEN FEE - FIREPEN FEE9

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2021	2021	0	276,202	276,202	0.00	11.04	0	0.00	276,202	11.04
DIST TOTAL		0	276,202	276,202	0.00	11.04	0	0.00	276,202	11.04

FR10ADVL TAX - FIREADVL10

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2021	2021	62,220	9,612	71,832	24.89	3.85	0	0.00	71,832	28.74
DIST TOTAL		62,220	9,612	71,832	24.89	3.85	0	0.00	71,832	28.74

FR10PEN FEE - FIREPEN FEE10

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2021	2021	0	7,874	7,874	0.00	0.32	0	0.00	7,874	0.32
DIST TOTAL		0	7,874	7,874	0.00	0.32	0	0.00	7,874	0.32

FR12ADVL TAX - FIREADVL12

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2020	2020	0	5,230	5,230	0.00	2.09	0	0.00	5,230	2.09
2021	2021	190,885	6,316	197,201	76.36	2.53	0	0.00	197,201	78.89
DIST TOTAL		190,885	11,546	202,431	76.36	4.62	0	0.00	202,431	80.98

FR12PEN FEE - FIREPEN FEE12

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2020	2020	0	5,230	5,230	0.00	0.21	0	0.00	5,230	0.21
2021	2021	0	6,216	6,216	0.00	1.05	0	0.00	6,216	1.05
DIST TOTAL		0	11,446	11,446	0.00	1.26	0	0.00	11,446	1.26

FR15ADVL TAX - FIREADVL15

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2020	2020	0	19,646	19,646	0.00	7.86	0	0.00	19,646	7.86
2021	2021	112,852	980	113,832	45.14	0.39	0	0.00	113,832	45.53
DIST TOTAL		112,852	20,626	133,478	45.14	8.25	0	0.00	133,478	53.39

FR15PEN FEE - FIREPEN FEE15

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2020	2020	0	19,646	19,646	0.00	0.79	0	0.00	19,646	0.79
2021	2021	0	980	980	0.00	0.52	0	0.00	980	0.52
DIST TOTAL		0	20,626	20,626	0.00	1.31	0	0.00	20,626	1.31

FR16ADVL TAX - FIREADVL16

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2021	2021	128,670	17,692	146,362	51.47	7.08	0	0.00	146,362	58.55
DIST TOTAL		128,670	17,692	146,362	51.47	7.08	0	0.00	146,362	58.55

FR16PEN FEE - FIREPEN FEE16

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2021	2021	0	14,504	14,504	0.00	0.58	0	0.00	14,504	0.58
DIST TOTAL		0	14,504	14,504	0.00	0.58	0	0.00	14,504	0.58

SW05FFEEFEE - SOLID WASTE

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2021	2021	47,530	0	47,530	450.00	0.00	0	0.00	47,530	450.00
DIST TOTAL		47,530	0	47,530	450.00	0.00	0	0.00	47,530	450.00

GRAND TOTALS:		1,523,770	1,575,650	3,099,420	6,181.17	6,309.56	0	0.00	3,099,420	
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RUN DATE: 8/17/2021 10:21 AM

VEHICLE RELEASE REPORT 7-15-2021-8-14-2021
Davie County

9.B.1.a

PARAMETERS SELECTED FOR RELEASES REPORT:

TRANSACTION DATE/TIME RANGE: 07-15-2021 - 8-14-2021

PAYMENT DATE RANGE:

BILL TYPE: Motor Vehicle

BILL YEAR/NUMBER RANGE:

PRINT TOTALS ONLY: No

USER/OPERATOR:

EXCLUDE USERS/OPERATORS: ,R2

SORT ORDER: Name

REPORT TITLE: VEHICLE RELEASE REPORT 7-15-
2021-8-14-2021

DISTRICT/TYPE/FEE:

BATCH MONTH RANGE:

BATCH YEAR RANGE:

BATCH REAL TIME:

INCLUDE ONLY THOSE WITH RELEASE NUMBERS: No

Attachment: August Reports (Tax Reports)

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
NET RELEASES PRINTED:						
TOTAL TAXES RELEASED						

RUN DATE: 8/17/2021 10:21 AM

VEHICLE RELEASE REPORT 7-15-2021-8-14-2021
Davie County

9.B.1.a

GRAND TOTALS:

Attachment: August Reports (Tax Reports)

Mocksville \$48.76



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 8/16/2021 8:07:14

Payee Name	Secondary Owner	Address 1	Address 3	Refund Type	Bill #	Transaction #	Refund Description	Refund Reason	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
BEER, STEVEN PATRICK		147 BROOKDALE DR	ADVANCE, NC 27006	Proration	0044179511	225118341	Refund Generated due to proration on Bill #0044179511-	Vehicle Sold	C ADVL	Tax	(\$148.73)	\$0.00	(\$148.73)
									ADVRUR	Tax	(\$4.91)	\$0.00	(\$4.91)
									FIREADVL1	Tax	(\$8.06)	\$0.00	(\$8.06)
												Refund	\$161.70
BERG, MATTHEW JOSEPH		132 CHANDLER DR	MOCKSVILLE, NC 27028	Proration	0059338774	150078896	Refund Generated due to proration on Bill #0059338774-	Vehicle Sold	C ADVL	Tax	(\$517.09)	\$0.00	(\$517.09)
									FIREADVL12	Tax	(\$28.02)	\$0.00	(\$28.02)
												Refund	\$545.11
BROWN, JOHN WINSLOW	BROWN, ELSIE EFIRD	338 FOSTER RD	MOCKSVILLE, NC 27028	Proration	0061625752	150078898	Refund Generated due to proration on Bill #0061625752-	Vehicle Sold	C ADVL	Tax	(\$182.99)	\$0.00	(\$182.99)
									FIREADVL6	Tax	(\$9.92)	\$0.00	(\$9.92)
												Refund	\$192.91
CROTTS, TOMMY STEVEN	CROTTS, JAYNE HAYNES	198 HUCKLEBERRY LANE	MOCKSVILLE, NC 27028	Proration	0014792725	150438320	Refund Generated due to proration on Bill #0014792725-	Vehicle Sold	C ADVL	Tax	(\$29.90)	\$0.00	(\$29.90)
									FIREADVL10	Tax	(\$1.62)	\$0.00	(\$1.62)
												Refund	\$31.52
CROWE, DON HAROLD		126 CANYON RD	MOCKSVILLE, NC 27028	Proration	0041953967	150078928	Refund Generated due to proration on Bill #0041953967-	Vehicle Sold	C ADVL	Tax	(\$214.22)	\$0.00	(\$214.22)
									FIREADVL12	Tax	(\$11.61)	\$0.00	(\$11.61)
												Refund	\$225.83
DALTON, THOMAS EDWARD	DALTON, GLORIA ROBERTS	PO BOX 1152	MOCKSVILLE, NC 27028	Proration	0014781841	150078930	Refund Generated due to proration on Bill #0014781841-	Vehicle Sold	C ADVL	Tax	(\$15.19)	\$0.00	(\$15.19)
									FIREADVL12	Tax	(\$0.82)	\$0.00	(\$0.82)
												Refund	\$16.01
EUDY, WANDA GLASS		154 ADMILL WAY	MOCKSVILLE, NC 27028	Proration	0058558492	150078942	Refund Generated due to proration on Bill #0058558492-	Vehicle Sold	C ADVL	Tax	(\$123.70)	\$0.00	(\$123.70)
									FIREADVL4	Tax	(\$6.70)	\$0.00	(\$6.70)
												Refund	\$130.40
GLADD, CLAYTON PAUL		155 S HIDDENBROOKE DR	ADVANCE, NC 27006	Proration	0037007058	150507344	Refund Generated due to proration on Bill #0037007058-	Vehicle Sold	C ADVL	Tax	(\$89.89)	\$0.00	(\$89.89)
									FIREADVL15	Tax	(\$4.87)	\$0.00	(\$4.87)
												Refund	\$94.76
HASH, ROGER DALE	HASH, BONITA ELAINE	108 MEADOW CREEK CT	ADVANCE, NC 27006	Proration	0052639313	225118416	Refund Generated due to proration on Bill #0052639313-	Vehicle Sold	C ADVL	Tax	(\$27.75)	\$0.00	(\$27.75)
									ADVRUR	Tax	(\$0.92)	\$0.00	(\$0.92)
									FIREADVL1	Tax	(\$1.50)	\$0.00	(\$1.50)
												Refund	\$30.17

Attachment: August Reports (Tax Reports)



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 8/16/2021 8:07:14

HAYNES, CARL DWIGHT		125 FOSTER ST	MOCKSVILL E, NC 27028	Proration	00147 83292	300157892	Refund Generated due to proration on Bill #0014783292- 2020-2020-	Vehicle Sold	C ADVL	Tax	(\$3.88)	\$0.00	(\$3.88)
									CI02ADVL	Tax	(\$1.52)	\$0.00	(\$1.52)
									CI02ADVL	Vehi	\$0.00	\$0.00	\$0.00
									FIREADVL12	Tax	(\$0.21)	\$0.00	(\$0.21)
									Refund				
HILL, MITZI TAYLOR		819 HARDISON ST	MOCKSVILL E, NC 27028	Proration	00527 48428	300158056	Refund Generated due to proration on Bill #0052748428- 2020-2020-	Vehicle Sold	C ADVL	Tax	(\$120.21)	\$0.00	(\$120.21)
									CI02ADVL	Tax	(\$47.24)	\$0.00	(\$47.24)
									CI02ADVL	Vehi	\$0.00	\$0.00	\$0.00
									FIREADVL12	Tax	(\$6.52)	\$0.00	(\$6.52)
									Refund				
KLINZING, JAMES JOSEPH		135 FOX HORN CT	MOCKSVILL E, NC 27028	Proration	00591 22613	150078950	Refund Generated due to proration on Bill #0054008256-	Vehicle Sold	C ADVL	Tax	(\$26.39)	\$0.00	(\$26.39)
									FIREADVL12	Tax	(\$1.43)	\$0.00	(\$1.43)
									Refund				
MCCABE, ROBERT JOSEPH		3812 FORRESTGAT E DR APT 338	WINSTON SALEM, NC 27103	Proration	00540 08256	225118431	Refund Generated due to proration on Bill #0054008256-	Vehicle Sold	C ADVL	Tax	(\$4.43)	\$0.00	(\$4.43)
									CI03ADVL	Tax	(\$0.90)	\$0.00	(\$0.90)
									FIREADVL15	Tax	(\$0.24)	\$0.00	(\$0.24)
									Refund				
MCDANIEL , DONNIE BERT		683 DULIN RD	MOCKSVILL E, NC 27028	Proration	00190 74693	150161126	Refund Generated due to proration on Bill #0054008256-	Vehicle Sold	C ADVL	Tax	(\$8.80)	\$0.00	(\$8.80)
									FIREADVL15	Tax	(\$0.48)	\$0.00	(\$0.48)
									Refund				
MYERS, KRISTIN BULLARD	MYERS, ZACHARY PAUL	301 GRANADA DR	ADVANCE, NC 27006	Proration	00509 19254	225118470	Refund Generated due to proration on Bill #0050919254-	Vehicle Sold	C ADVL	Tax	(\$177.81)	\$0.00	(\$177.81)
									ADVRUR	Tax	(\$5.87)	\$0.00	(\$5.87)
									FIREADVL1	Tax	(\$9.64)	\$0.00	(\$9.64)
									Refund				
NAYLOR, JUDY PHELPS		PO BOX 2034	ADVANCE, NC 27006	Proration	00603 30739	150078984	Refund Generated due to proration on Bill #0050919254-	Vehicle Sold	C ADVL	Tax	(\$34.37)	\$0.00	(\$34.37)
									FIREADVL9	Tax	(\$1.87)	\$0.00	(\$1.87)
									Refund				
NELSON, SUSAN MOORE		356 BERMUDA RUN DR	ADVANCE, NC 27006	Proration	00503 47333	225118491	Refund Generated due to proration on Bill #0050347333-	Vehicle Sold	C ADVL	Tax	(\$17.66)	\$0.00	(\$17.66)
									CI03ADVL	Tax	(\$3.59)	\$0.00	(\$3.59)
									FIREADVL15	Tax	(\$0.96)	\$0.00	(\$0.96)
									Refund				

Attachment: August Reports (Tax Reports)



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 8/16/2021 8:07:14

STIKE, JOHNNY RAY		1526 PEOPLES CREEK RD	ADVANCE, NC 27006	Proration	00402 01435	225241704	Refund Generated due to proration on Bill #0040201435-	Vehicle Sold	C ADVL	Tax	(\$134.69)	\$0.00	(\$134.69)
									ADVRUR	Tax	(\$4.45)	\$0.00	(\$4.45)
									FIREADVL1	Tax	(\$7.30)	\$0.00	(\$7.30)
												Refund	\$146.44
WERBECK , MICHAEL ALLEN		195 WESTSIDE DRIVE	CULLOWHE E, NC 28723	Proration	00517 53776	150508450	Refund Generated due to proration on Bill	Vehicle Sold	C ADVL	Tax	(\$3.20)	\$0.00	(\$3.20)
									FIREADVL10	Tax	(\$0.17)	\$0.00	(\$0.17)
												Refund	\$3.37
WILLARD, CHARLES MONROE	WILLARD, ELLEN LEWIS	134 ARBOR HILL AVE	MOCKSVILL E, NC 27028	Proration	00278 76331	150161354	Refund Generated due to proration on Bill	Vehicle Sold	C ADVL	Tax	(\$38.19)	\$0.00	(\$38.19)
									FIREADVL12	Tax	(\$2.07)	\$0.00	(\$2.07)
												Refund	\$40.26
												Refund	\$2092.50

Attachment: August Reports (Tax Reports)

DAVIE COUNTY NORTH CAROLINA

Davie County Government
Tax Administration Office 336.753.6120

Brian Myers
Tax Administrator

TO THE BOARD OF COUNTY COMMISSIONERS

COUNTY & FIRE PERCENTAGE REPORT -REGULAR

July 2021

YEAR	LEVY	OUTSTANDING	PREV CTD	CTD**	BAL COLUMN	CTM*	Current	Last Year
1997	9,182,177.76	3,670.82	9,178,506.94	9,178,506.94	9,182,177.76	0.00	99.96%	99.96%
1998	9,676,549.82	3,921.29	9,672,628.53	9,672,628.53	9,676,549.82	0.00	99.96%	99.96%
1999	10,714,024.31	4,601.27	10,709,423.04	10,709,423.04	10,714,024.31	0.00	99.96%	99.96%
2000	11,394,578.09	5,667.24	11,388,910.85	11,388,910.85	11,394,578.09	0.00	99.95%	99.95%
2001	14,870,075.37	6,131.40	14,863,943.97	14,863,943.97	14,870,075.37	0.00	99.96%	99.96%
2002	15,308,340.96	6,482.72	15,301,858.17	15,301,858.17	15,308,340.89	0.00	99.96%	99.96%
2003	15,711,196.51	3,574.66	15,707,621.85	15,707,621.85	15,711,196.51	0.00	99.98%	99.98%
2004	16,575,522.54	3,900.41	16,571,622.13	16,571,622.13	16,575,522.54	0.00	99.98%	99.98%
2005	19,243,723.51	4,982.19	19,238,741.32	19,238,741.32	19,243,723.51	0.00	99.97%	99.97%
2006	22,110,487.70	9,681.25	22,100,806.45	22,100,806.45	22,110,487.70	0.00	99.96%	99.96%
2007	22,860,769.03	10,730.74	22,850,038.29	22,850,038.29	22,860,769.03	0.00	99.95%	99.95%
2008	23,674,851.42	15,843.93	23,658,875.49	23,659,007.49	23,674,851.42	132.00	99.93%	99.93%
2009	24,499,410.22	22,109.94	24,477,300.28	24,477,300.28	24,499,410.22	0.00	99.91%	99.91%
2010	24,492,482.11	19,601.71	24,472,880.40	24,472,880.40	24,492,482.11	0.00	99.92%	99.91%
2011	24,608,113.19	18,205.94	24,589,907.25	24,589,907.25	24,608,113.19	0.00	99.93%	99.92%
2012	24,662,870.11	14,284.57	24,648,585.54	24,648,585.54	24,662,870.11	0.00	99.94%	99.93%
2013	25,000,753.62	16,277.51	24,982,091.20	24,984,476.11	25,000,753.62	2,384.91	99.93%	99.91%
2014	25,068,851.69	24,663.09	25,041,767.57	25,044,188.60	25,068,851.69	2,421.03	99.90%	99.86%
2015	30,401,936.81	38,530.36	30,360,075.16	30,363,406.45	30,401,936.81	3,331.29	99.87%	99.83%
2016	31,761,538.87	51,542.20	31,707,748.95	31,709,996.67	31,761,538.87	2,247.72	99.84%	99.77%
2017	32,241,025.56	70,644.68	32,167,864.47	32,170,380.88	32,241,025.56	2,516.41	99.78%	99.68%
2018	32,769,649.45	126,703.98	32,638,796.65	32,642,945.47	32,769,649.45	4,148.82	99.61%	99.42%
2019	34,542,782.18	217,790.73	34,318,999.44	34,324,991.45	34,542,782.18	5,992.01	99.37%	98.67%
2020	34,180,368.82	441,978.45	33,704,515.51	33,738,390.37	34,180,368.82	33,874.86	98.71%	40.62%
2021	36,246,855.41	\$36,046,436.57	\$91,958.67	200,418.84	36,246,855.41	108,460.17	0.55%	0.00%

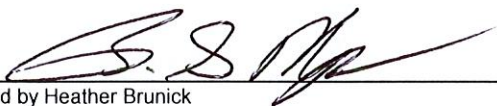
BEGINNING JULY 1, 2021

	PREV CTD	CTM*	CTD**
MOCKSVILLE	601,268.29	13,661.55	614,929.84
COOLEEMEE	265,255.24	1,463.20	266,718.44
COOL SOLID WASTE	127,742.19	750.00	128,492.19
BERMUDA RUN	1,789,436.68	999.86	1,789,436.68
BERMUDA RUN GATE	994,746.19	2,226.00	994,746.19
COUNTY OCCUPANCY TAX	256,336.07	15,800.52	272,136.59

*CTM - COLLECTED THIS MONTH

**CTD - COLLECTED TO DATE

I, Brian Myers, do hereby certify that the foregoing is a true and correct statement


Prepared by Heather Brunick

8/24/2021

PERCENTAGE REPORT WORKSHEET - REGULAR

July-2021

OUTSTANDING

YEAR	COUNTY	DOG	PENALTY	FIRE	PENALTY	TOTAL
1997	3,253.39	\$6.00	\$163.25	\$236.06	\$12.12	\$3,670.82
1998	3,464.52	\$0.00	\$192.31	\$250.43	\$14.03	\$3,921.29
1999	4,081.50	\$2.00	\$225.72	\$276.76	\$15.29	\$4,601.27
2000	5,028.43	\$5.00	\$274.34	\$340.90	\$18.57	\$5,667.24
2001	5,388.68	\$3.00	\$324.20	\$391.90	\$23.62	\$6,131.40
2002	5,705.21	\$0.00	\$338.01	\$414.93	\$24.57	\$6,482.72
2003	3,175.67	\$2.00	\$154.82	\$230.94	\$11.23	\$3,574.66
2004	3,421.35	\$2.00	\$221.43	\$240.09	\$15.54	\$3,900.41
2005	4,427.04	\$1.00	\$227.52	\$310.67	\$15.96	\$4,982.19
2006	8,747.85	\$1.00	\$345.18	\$564.86	\$22.36	\$9,681.25
2007	9,627.93	\$3.00	\$449.66	\$621.15	\$29.00	\$10,730.74
2008	14,312.44	\$5.00	\$566.53	\$923.40	\$36.56	\$15,843.93
2009	20,043.57	\$6.00	\$634.45	\$1,382.20	\$43.72	\$22,109.94
2010	17,635.74	\$8.00	\$693.77	\$1,216.28	\$47.92	\$19,601.71
2011	15,776.47	\$6.00	\$1,249.17	\$1,088.10	\$86.20	\$18,205.94
2012	12,657.91	\$7.00	\$698.43	\$873.05	\$48.18	\$14,284.57
2013	14,773.05	\$16.00	\$508.56	\$947.60	\$32.30	\$16,277.51
2014	22,424.50	\$13.00	\$727.56	\$1,450.82	\$47.21	\$24,663.09
2015	35,317.81	\$16.00	\$1,179.75	\$1,949.37	\$67.43	\$38,530.36
2016	47,189.16	\$26.00	\$1,640.26	\$2,595.70	\$91.08	\$51,542.20
2017	66,004.57	\$19.00	\$942.22	\$3,627.11	\$51.78	\$70,644.68
2018	118,242.42	\$21.36	\$1,918.86	\$6,417.08	\$104.26	\$126,703.98
2019	204,242.59	\$40.00	\$2,202.09	\$11,186.57	\$119.48	\$217,790.73
2020	415,046.26	\$73.00	\$4,137.98	\$22,496.77	\$224.44	\$441,978.45
2021	34,148,937.29	\$0.00	\$32,237.25	\$1,863,501.90	\$1,760.13	\$36,046,436.57
	\$35,208,925.35	\$281.36	\$52,253.32	\$1,923,534.64	\$2,962.98	

COLLECTED THIS MONTH

YEAR	COUNTY	FIRE	CO. RELEASED	FIRE RELEASED	TOTAL
1997	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1998	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1999	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2001	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2002	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2003	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2004	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2006	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2007	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2008	\$124.00	\$8.00	\$0.00	\$0.00	\$132.00
2009	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$2,240.37	\$144.54	\$0.00	\$0.00	\$2,384.91
2014	\$2,274.30	\$146.73	\$0.00	\$0.00	\$2,421.03
2015	\$3,157.79	\$173.50	\$0.00	\$0.00	\$3,331.29
2016	\$2,130.65	\$117.07	\$0.00	\$0.00	\$2,247.72
2017	\$2,333.91	\$128.18	\$51.49	\$2.83	\$2,516.41
2018	\$3,876.70	\$210.06	\$58.87	\$3.19	\$4,148.82
2019	\$5,427.41	\$294.17	\$256.51	\$13.92	\$5,992.01
2020	\$31,713.17	\$1,718.50	\$420.40	\$22.79	\$33,874.86
2021	\$100,985.69	\$5,507.51	\$1,865.27	\$101.70	\$108,460.17
	\$154,263.99	\$8,448.26	\$2,652.54	\$144.43	

Attachment: August Reports (Tax Reports)

DAVIE COUNTY NORTH CAROLINA

Davie County Government
Tax Administration Office 336.753.6120

Brian Myers
Tax Administrator

TO THE BOARD OF COUNTY COMMISSIONERS

COUNTY & FIRE PERCENTAGE REPORT -VEHICLE

JULY-21

YEAR	LEVY	OUTSTANDING	PREV CTD	CTD**	BAL COLUMN	CTM*	Current	Last Year
2000	1,815,317.79	17,151.08	1,798,166.71	1,798,166.71	1,815,317.79	\$0.00	99.05%	99.05%
2001	1,769,944.64	14,105.62	1,755,839.02	1,755,839.02	1,769,944.64	\$0.00	99.20%	99.20%
2002	1,828,368.52	14,352.27	1,814,016.25	1,814,016.25	1,828,368.52	\$0.00	99.21%	99.21%
2003	1,861,071.16	12,325.69	1,848,745.47	1,848,745.47	1,861,071.16	\$0.00	99.34%	99.34%
2004	1,947,892.07	14,522.99	1,933,369.08	1,933,369.08	1,947,892.07	\$0.00	99.25%	99.25%
2005	2,315,348.72	15,613.69	2,299,735.03	2,299,735.03	2,315,348.72	\$0.00	99.32%	99.32%
2006	2,269,233.08	20,611.19	2,248,621.89	2,248,621.89	2,269,233.08	\$0.00	99.09%	99.09%
2007	2,414,186.78	22,571.18	2,391,615.60	2,391,615.60	2,414,186.78	\$0.00	99.06%	99.06%
2008	2,343,382.45	16,769.36	2,326,613.09	2,326,613.09	2,343,382.45	\$0.00	99.28%	99.28%
2009	2,090,890.55	14,784.95	2,076,105.60	2,076,105.60	2,090,890.55	\$0.00	99.29%	99.29%
2010	1,990,292.16	17,414.86	1,972,877.30	1,972,877.30	1,990,292.16	\$0.00	99.13%	99.13%
2011	2,095,818.11	20,209.48	2,075,599.95	2,075,608.63	2,095,818.11	\$8.68	99.03%	99.03%
2012	2,199,886.44	25,660.19	2,174,014.83	2,174,226.25	2,199,886.44	\$211.42	98.81%	98.81%
2013	1,324,560.98	14,464.60	1,310,096.38	1,310,096.38	1,324,560.98	\$0.00	98.90%	98.90%
2014	681.30	15.12	666.18	666.18	681.30	\$0.00	97.78%	97.78%
2015	752.57	\$0.00	752.57	752.57	752.57	\$0.00	100.00%	100.00%
2016	1136.10	\$0.00	1136.10	1,136.10	1,136.10	\$0.00	100.00%	100.00%
2017	3538.30	\$120.82	3417.48	3,417.48	3,538.30	\$0.00	96.59%	96.59%
2018	723.91	\$0.00	723.91	723.91	723.91	\$0.00	65.26%	65.26%
2019	524.62	\$239.21	285.41	285.41	524.62	\$0.00	54.40%	54.40%

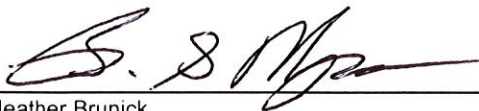
BEGINNING JULY 1, 2021

	PREV CTD	CTM*	CTD**
MOCKSVILLE	319.75	0.00	319.75
COOLEEMEE	59.48	0.00	59.48
BERMUDA RUN	0.00	0.00	0.00
FIRE	510.46	25.72	536.18
COUNTY GROSS RECEIPTS	5,449.21	392.39	5,841.60

*CTM - COLLECTED THIS MONTH

**CTD - COLLECTED TO DATE

I, Brian Myers, do hereby certify that the foregoing is a true and correct statement



Prepared by Heather Brunick

8/9/2021

PERCENTAGE REPORT WORKSHEET - VEHICLE

OUTSTANDING

Jul-21

YEAR	COUNTY	DOG	PENALTY	FIRE	FIRE PENALTY	TOTAL
2000		\$16,062.10	\$0.00	\$0.00	\$1,088.98	\$17,151.08
2001		\$13,173.08	\$0.00	\$0.00	\$932.54	\$14,105.62
2002		\$13,379.34	\$0.00	\$0.00	\$972.93	\$14,352.27
2003		\$11,490.12	\$0.00	\$0.00	\$835.57	\$12,325.69
2004		\$13,559.47	\$0.00	\$0.00	\$963.52	\$14,522.99
2005		\$14,589.82	\$0.00	\$0.00	\$1,023.87	\$15,613.69
2006		\$19,332.70	\$0.00	\$0.00	\$1,278.49	\$20,611.19
2007		\$21,203.17	\$0.00	\$0.00	\$1,368.01	\$22,571.18
2008		\$15,753.10	\$0.00	\$0.00	\$1,016.26	\$16,769.36
2009		\$13,852.12	\$0.00	\$0.00	\$932.83	\$14,784.95
2010		\$16,291.33	\$0.00	\$0.00	\$1,123.53	\$17,414.86
2011		\$18,905.27	\$0.00	\$0.00	\$1,304.21	\$20,209.48
2012		\$24,004.70	\$0.00	\$0.00	\$1,655.49	\$25,660.19
2013		\$13,550.85	\$0.00	\$0.00	\$913.75	\$14,464.60
2014		\$14.20	\$0.00	\$0.00	\$0.92	\$15.12
2015		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2016		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017		\$114.52	\$0.00	\$0.00	\$6.30	\$120.82
2018		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019		\$226.83	\$0.00	\$0.00	\$12.38	\$239.21
		\$225,502.72	\$0.00	\$0.00	\$15,429.58	\$0.00

COLLECTED THIS MONTH

YEAR	COUNTY	FIRE	CO. RELEASED	FIRE RELEASED	TOTAL
2000		\$0.00	\$0.00	\$0.00	\$0.00
2001		\$0.00	\$0.00	\$0.00	\$0.00
2002		\$0.00	\$0.00	\$0.00	\$0.00
2003		\$0.00	\$0.00	\$0.00	\$0.00
2004		\$0.00	\$0.00	\$0.00	\$0.00
2005		\$0.00	\$0.00	\$0.00	\$0.00
2006		\$0.00	\$0.00	\$0.00	\$0.00
2007		\$0.00	\$0.00	\$0.00	\$0.00
2008		\$0.00	\$0.00	\$0.00	\$0.00
2009		\$0.00	\$0.00	\$0.00	\$0.00
2010		\$0.00	\$0.00	\$0.00	\$0.00
2011		\$8.12	\$0.56	\$0.00	\$8.68
2012		\$197.78	\$13.64	\$0.00	\$211.42
2013		\$0.00	\$0.00	\$0.00	\$0.00
2014		\$0.00	\$0.00	\$0.00	\$0.00
2015		\$0.00	\$0.00	\$0.00	\$0.00
2016		\$0.00	\$0.00	\$0.00	\$0.00
2017		\$0.00	\$0.00	\$0.00	\$0.00
2018		\$0.00	\$0.00	\$0.00	\$0.00
2019		\$0.00	\$0.00	\$0.00	\$0.00



**DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS**

Agenda Item Details:

Date of Meeting: September 7, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Planning Board - Appointment - Christopher Cole & Keith Beck

BACKGROUND/PURPOSE OF REQUEST: Planning Board - Appointment - Christopher Cole & Keith Beck

FISCAL IMPACT: n/a

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:

1120 Christopher Cole

1116 Keith Beck

1120: Christopher Cole

Application created: 08/31/2021

Contacts

Email surveyor.chris007@gmail.com
Address 116 Williams Road, 116 Williams Road
 Mocksville NC, 27028

Application details

Occupation details

Occupation Professional Land Surveyor
Company name Ascension Land Surveying
Position Owner
Education and Experience I am a licensed Land Surveyor in NC, TN and KY with 18 years of experience in Land Surveying and have been licensed for 9 years. I have operated Ascension Land Surveying for 5 years

Attachments

Appointment details

1 **Planning Board** For: 0 Against: 0 Final Recommendation: None

Qualifications

Workflow

Name	Description	Status	Date
Stacy A. Moyer	Initial Review	IN PROGRESS	
Clerks	Schedule	PENDING	
Clerks	Appoint	PENDING	

Attachment: 1120 Christopher Cole (Planning Board - Appointment - Christopher Cole & Keith Beck)

1116: Keith Beck

Application created: 08/12/2021

Contacts

Email keith.beck@ncfbins.com

Address 592 Beckettown Rd
Mocksville NC, 27028

Application details

Occupation details

Occupation Insurance

Company name Farm Bureau

Education and Experience 2- A.A. from NCSU Farming background, Golf course management, insurance sales

Attachments

Appointment details

1 **Planning Board** For: 0 Against: 0 Final Recommendation: None

Qualifications

Workflow

Name	Description	Status	Date
Stacy A. Moyer	Initial Review	IN PROGRESS	
Clerks	Schedule	PENDING	
Clerks	Appoint	PENDING	



**DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS**

Agenda Item Details:

Date of Meeting: September 7, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Board of Adjustment - Re-Appointment - Robert Crews

BACKGROUND/PURPOSE OF REQUEST: Board of Adjustment - Re-Appointment - Robert Crews

FISCAL IMPACT: n/a

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:



**DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS**

Agenda Item Details:

Date of Meeting: September 7, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Piedmont Triad Regional Workforce Development Board Appointment - Thomas Bongaerts

**BACKGROUND/PURPOSE OF REQUEST: Piedmont Triad Regional Workforce
Development Board Appointment - Thomas Bongaerts**

FISCAL IMPACT: n/a

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:

Davie Application for Appointment (Signed)

CITIZENS OF DAVIE COUNTY

The Davie County Board of Commissioners welcomes citizens' willingness to participate in local governmental decisions. One way of participating is by serving as a citizen member of one of the County's Commissions, Advisory Boards and Committees listed below. If you wish to be considered for appointment to one of these groups, please complete the form below and return it to Stacy A Moyer, Clerk to the Board, Davie County Administration Building, Room 250, 123 S. Main Street, Mocksville, NC 27028 or email the form to clerktotheboard@daviecountync.gov, or you may fax the form to 336-751-7408. Please be aware that you must be a resident of Davie County to apply and you must be at least eighteen (18) years of age.

For more information you may call Stacy Moyer, Clerk to the Board, at 336-753-6005.

- Agricultural Advisory Board
- Aging Services Planning Committee
- Board of Adjustment
- Board of Equalization & Review
- Board of Health
- CenterPoint Human Services Board of Directors
- Community Child Protection/Fatality Prevention Team
- Davidson County Community College Board of Trustees
- Domestic Violence/Rape Crisis Center Board
- Firemen's Relief Fund Boards
- Healthy Carolinians Steering Committee
- Hospital Foundation Board
- Industrial Facilities & Pollution Control Financing Authority
- Jury Commission
- Juvenile Crime Prevention Council
- Library Board of Trustees
- Northwest Child Development Board
- Northwest Piedmont Workforce Development Board
- Nursing-Adult Home Community Advisory Committee
- Planning Board
- Senior Services Advisory Council
- Social Services Board
- Surry County Housing Consortium
- Watershed Improvement Commission
- Yadkin Valley Economic Development District Board

**DAVIE COUNTY BOARD OF COMMISSIONERS
APPLICATION FOR NOMINATIONS TO BOARDS/COMMISSIONS**

Office Use Only

Date Received: _____

Date Application Expires: _____
(Applications are retained for 3 years)

NAME Thomas Bongaerts

ADDRESS 5269 US HWY 158

CITY/STATE Advance ZIP 27006

TELEPHONE--(HOME) _____ (CELL) _____

(WORK) 336-941-3446 *108 (FAX) _____

EMAIL ADDRESS thomas@beaufurn.com

1. COMMITTEES OF INTEREST

A. PIEDMONT TRIAD REGIONAL WORKFORCE DEVELOPMENT BOARD B. _____
(Please limit to two (2) boards/committees per application)

2. PLEASE DESCRIBE YOUR BACKGROUND, EXPERIENCE, EDUCATION OR TRAINING (WORK AND/OR LIFE EXPERIENCE) THAT RELATES TO YOUR INTEREST IN COUNTY GOVERNMENT.

I am a private business owner of a US furniture manufacturing company located in Advance, Beaufurn llc. I have worked both in Asia and EU and understand some of the complexities of labor resource shortages in the USA and how that is affected both by domestic and foreign policy. My team at Beaufurn has successfully worked with the PTRWDB to create apprenticeship positions within our company and reengage workers from different fields to consider manufacturing as a viable career choice. My intention is to bring some real world experience to government policy in order to help bolster our community

3. OCCUPATION Business Owner EMPLOYER Beaufurn LLC

4. ARE YOU CURRENTLY SERVING OR HAVE YOU EVER SERVED ON A PUBLIC BOARD OR COMMISSION? YES _____ NO X IF SO, PLEASE LIST BELOW.
(BOARD) (DATES)

5. PLEASE EXPLAIN ANY ANTICIPATED CONFLICT OF INTEREST OR SCHEDULING DIFFICULTIES YOU MAY HAVE, IF APPOINTED Depending on the dates of meetings I may need to participate via phone or online due to work travel schedule.

6. NO. OF YEARS LIVING IN DAVIE COUNTY 10

Applicant's Signature  Date 07/09/2021

(This document is considered a public record.)

Attachment: Davie Application for Appointment (Signed) (Piedmont Triad Regional Workforce Development Board Appointment - Thomas

DAVIE COUNTY BUDGET AMENDMENT REQUEST

2019-2020 Fiscal Year

A request to amend the 2019-2020 Davie County Budget is hereby submitted to the Davie County Board of Commissioners as follows:

REVENUE AMENDMENT REQUEST

EXPENSE AMENDMENT REQUEST

Staff requests the Board to approve the following budget amendments:

HHSA 23	\$108,600	Accept Community Health Grant
OPIOID 1	2,705	Carry forward Opioid Funds
DCSOA 2	25,443	Carry forward Sheriff funds- Calendar and Veterinary Gifts
CAP 9 & 10	400,000	Transfer funds from Farmington Road Water-Sewer capital project to Water-Sewer Extensions project
FIN 4	474	Insurance Settlement Funds for Sheriff vehicle
SRCTR 3	13,863	Accept increased grant funds for Sr.Center Congregate Meals program
SRCTR 4	(4,080)	Reduction in grant funds for Sr. Center Homebound Meals program
HHSA 23	329,021	Accept Pandemic Contract Tracing grant funding
SRCTR 5	215	Accept additional local funds for Sr. Center In-Home Aide program
SRCTR 6	(527)	Reduction in grant funds received for Sr. Center Legal grants
SRCTR 7	3,737	Accept additional grant funds for Sr. Center Care Giver program
SRCTR 8	4,800	Carry forward Seniors & Technology Grant
COOP 1	9,205	Carry forward Cooperative Extension funds for community gardens
DCVP 3	6,444	Accept Grant increase for Violence Prevention programs
DCVP 4	5,000	Accept Community Foundation grant for Violence Prevention
PU 2	50,000	Carry forward funds for Meter Transmitters
PU 3 & 4	500,000	Carry forward funds for WWTP and Lift Station flood repairs
DCVP 6	4,419	Carry forward COVID funds for Violence Prevention programs
FIN 5	350,000	Two Public Health Nurse II positions for COVID-19ARP (thru 2024)
FIN 5	282,800	Administration position for ARP (thru 2024)
FIN 6	1,009,219	Revenue Replacement from 2020 from American Rescue Plan
FIN 7	175,000	Davie Little League Lighting
FIN 8	150,000	County Lighting Project

Requested By Cindy Chapman, Assistant Finance Director

September 2, 2021

APPROVED:

DAVIE COUNTY BOARD OF COMMISSIONERS

IN MEETING OF September 7, 2021

Stacy A. Moyer, Clerk

DAVIE COUNTY BOARD OF COMMISSIONERS

Reviewed by

Finance Office _____

APPROVED:

Davie County Manager

Date _____



Finance Department

123 S. Main Street | Mocksville, NC 27028 | 336.753.6020

DavieCountyNC.gov



9.D.1.a

BUDGET AMENDMENTS FOR SEPTEMBER 7, 2021

09/02/2021 10:14		COUNTY OF DAVIE							P 1	
cschapman		BUDGET AMENDMENTS JOURNAL ENTRY PROOF							bgamdent	
LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR

YEAR-PER JOURNAL		EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2022	02	20007	08/04/2021	HHSA23	BUA CHG	1	2			
1	45523 010 -4500-5500-523-001-430178-	430178		COMMUNITY HEALTH GRANT	COMMUNITY HEALTH GRANT		.00 08/04/2021	-108,600.00	-108,600.00	
2	55523 010 -5500-5500-523-001-530178-	530178		COMMUNITY HEALTH GRANT EXPENSE	COMMUNITY HEALTH GRT EXPENSE		.00 08/04/2021	108,600.00	108,600.00	
** JOURNAL TOTAL								0.00		
YEAR-PER JOURNAL		EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2022	02	20019	08/05/2021	OPIOID	BUA OPIOID 1	1	2			
1	41910 010 -4100-1910-001-001-490016-	490016		GENERAL GOVERNMENT REVENUE	FUND BALANCE APPROPRIATED Carry Fwd Opioid Bld Rental		-4,355,711.59 08/05/2021	-2,705.00	-4,358,416.59	
2	55561 010 -5500-5500-561-001-540210-	540210		OPIOID RESPONSE EXPENSE	BUILDING & EQUIPMENT RENTAL Carry Fwd Opioid Bld Rental		.00 08/05/2021	2,705.00	2,705.00	
** JOURNAL TOTAL								0.00		
YEAR-PER JOURNAL		EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2022	02	20049	08/16/2021	DCSOA2	BUA DCSOA2	1	2			
1	41910 010 -4100-1910-001-001-490016-	490016		GENERAL GOVERNMENT REVENUE	FUND BALANCE APPROPRIATED CARRY FWD CALENDAR & GIFTS		-4,355,711.59 08/16/2021	-24,229.00	-4,379,940.59	
2	52110 010 -5200-2110-001-001-560072-	560072		SHERIFF'S DEPARTMENT	EMPLOYEE RELATIONS - CALENDAR CARRY FWD CALENDAR & GIFTS		.00 08/16/2021	24,229.00	24,229.00	
3	52210 010 -5200-2210-001-001-560950-	560950		ANIMAL PROTECTION	VETERINARIAN FEES CARRY FWD ANIMAL CONTROL GIFTS		18,000.00 08/16/2021	1,214.00	19,214.00	
4	41910 010 -4100-1910-001-001-490016-	490016		GENERAL GOVERNMENT REVENUE	FUND BALANCE APPROPRIATED CARRY FWD ANIMAL CONTROL GIFTS		-4,355,711.59 08/16/2021	-1,214.00	-4,356,925.59	
** JOURNAL TOTAL								0.00		
YEAR-PER JOURNAL		EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2022	02	20072	08/19/2021	CAP 9	BUA CAP 9	1	2			
1	40581 300 -4100-0581-001-001-430118-	430118		WATER-SEWER EXTENSIONS	CONTRIBUTION FROM WATER/SEWER TRANSFER EXT PROJECT		.00 08/19/2021	-400,000.00	-400,000.00	

Attachment: Budget amendments September 7, 2021 (September 2021 Budget Amendments)



Finance Department

123 S. Main Street | Mocksville, NC 27028 | 336.753.6020

DavieCountyNC.gov



9.D.1.a

BUDGET AMENDMENTS FOR SEPTEMBER 7, 2021

09/02/2021 10:14 | COUNTY OF DAVIE | P 2
cschapman | BUDGET AMENDMENTS JOURNAL ENTRY PROOF | bgamdent

LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET

YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022	02	20072	08/19/2021	CAP 9	BUA CAP 9	1 1			
2	40580	430118		FARMINGTON RD EXTENSION	CONTRIBUTION FROM WATER/SEWER		-900,000.00	400,000.00	-500,000.00
	300	-4100-0580-001-001-430118-			TRANSFER EXT PROJECT		08/19/2021		
** JOURNAL TOTAL								0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022	02	20075	08/19/2021	CAP 10	BUA CAP 10	1 2			
1	50580	580650		FARMINGTON ROAD EXTENSION	GENERAL CONSTRUCTION		832,939.37	-400,000.00	432,939.37
	300	-5800-0580-001-001-580650-			TRANSFER EXT PROJECT		08/19/2021		
2	50581	580650		WATER-SEWER EXTENSIONS PROJECT	GENERAL CONSTRUCTION		.00	300,000.00	300,000.00
	300	-5800-0581-001-001-580650-			TRANSFER EXT PROJECT		08/19/2021		
3	50581	541550		WATER-SEWER EXTENSIONS PROJECT	CONSULTANTS		.00	100,000.00	100,000.00
	300	-5800-0581-001-001-541550-			TRANSFER EXT PROJECT		08/19/2021		
** JOURNAL TOTAL								0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022	02	20085	08/20/2021	FIN 4	BUA FIN 4	1 2			
1	41910	490012		GENERAL GOVERNMENT REVENUE	INSURANCE SETTLEMENT		.00	-474.00	-474.00
	010	-4100-1910-001-001-490012-			INS SETTLEMENT-DCSO VEHICLE		08/20/2021		
2	52110	550170		SHERIFF'S DEPARTMENT	VEHICLE MAINTENANCE		58,000.00	474.00	58,474.00
	010	-5200-2110-001-001-550170-			INS SETTLEMENT-DCSO VEHICLE		08/20/2021		
** JOURNAL TOTAL								0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022	02	20086	08/20/2021	SrCt3	BUA SrCt3	1 2			
1	45210205	430131		CONGREGATE MEALS GRANT	USDA FUNDS		-7,500.00	-2,900.00	-10,400.00
	010	-4500-5210-205-001-430131-			Grant Funds		08/20/2021		
2	45210205	430132		CONGREGATE MEALS GRANT	CONGREGATE MEALS GRANT		-28,752.00	-10,948.00	-39,700.00
	010	-4500-5210-205-001-430132-			Grant Funds		08/20/2021		
3	45210205	440048		CONGREGATE MEALS GRANT	LOCAL FUNDS/INCOME		-385.00	-15.00	-400.00
	010	-4500-5210-205-001-440048-			Grant Funds		08/20/2021		

Attachment: Budget amendments September 7, 2021 (September 2021 Budget Amendments)



Finance Department

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BUDGET AMENDMENTS FOR SEPTEMBER 7, 2021

09/02/2021 10:27 | COUNTY OF DAVIE | P 3
cschapman | BUDGET AMENDMENTS JOURNAL ENTRY PROOF | bgamdent

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
ACCOUNT					LINE DESCRIPTION				

YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022	02	20086	08/20/2021	SrCt3	BUA SrCt3	1 2			
4	55210205	530320		CONGREGATE MEALS GRANT	OFFICE SUPPLIES		1,200.00	300.00	1,500.00
	010	-5500-5210-205-001-530320-			Grant Funds		08/20/2021		
5	55210205	540450		CONGREGATE MEALS GRANT	PURCHASED SERVICES		35,270.00	12,980.00	48,250.00
	010	-5500-5210-205-001-540450-			Grant Funds		08/20/2021		
6	55210205	541540		CONGREGATE MEALS GRANT	COMPUTER SERVICES		167.00	583.00	750.00
	010	-5500-5210-205-001-541540-			Grant Funds		08/20/2021		
** JOURNAL TOTAL								0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022	02	20087	08/20/2021	SrCt4	BUA SrCt4	1 2			
1	45210204	430131		HOMEBOUND MEAL/INF & CASE AST	USDA FUNDS		-21,000.00	200.00	-20,800.00
	010	-4500-5210-204-001-430131-			Grant amount		08/20/2021		
2	45210204	440048		HOMEBOUND MEAL/INF & CASE AST	LOCAL FUNDS/INCOME		-8,880.00	3,880.00	-5,000.00
	010	-4500-5210-204-001-440048-			Grant amount		08/20/2021		
3	55210204	540450		HOMEBOUND MEAL/INF & CASE AST	PURCHASED SERVICES		98,776.00	-4,380.00	94,396.00
	010	-5500-5210-204-001-540450-			Grant amount		08/20/2021		
4	55210204	541540		HOMEBOUND MEAL/INF & CASE AST	COMPUTER SERVICES		626.00	300.00	926.00
	010	-5500-5210-204-001-541540-			Grant amount		08/20/2021		
** JOURNAL TOTAL								0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022	02	20088	08/20/2021	HHS23 COVID	BUA CT	1 2			
1	45546	430193		PANDEMIC DISEASE	PANDEMIC DISEASE - STATE		.00	-329,021.00	-329,021.00
	010	-4500-5500-546-001-430193-			Contact Tracing Funding		08/20/2021		
2	55546	510010		PANDEMIC DISEASE	SALARIES AND WAGES		.00	48,649.00	48,649.00
	010	-5500-5500-546-001-510010-			Contact Tracing Funding		08/20/2021		
3	55546	520050		PANDEMIC DISEASE	FICA		.00	3,722.00	3,722.00
	010	-5500-5500-546-001-520050-			Contact Tracing Funding		08/20/2021		
4	55546	520060		PANDEMIC DISEASE	GROUP HOSPITAL INSURANCE		.00	9,900.00	9,900.00
	010	-5500-5500-546-001-520060-			Contact Tracing Funding		08/20/2021		

Attachment: Budget amendments September 7, 2021 (September 2021 Budget Amendments)



Finance Department

123 S. Main Street | Mocksville, NC 27028 | 336.753.6020

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BUDGET AMENDMENTS FOR SEPTEMBER 7, 2021

09/02/2021 10:14 cschapman		COUNTY OF DAVIE BUDGET AMENDMENTS JOURNAL ENTRY PROOF					P 4 bgamdent		
LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET

YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022	02	20088	08/20/2021	HHSA23 COVID	BUA CT	1 2			
5	55546 010 -5500-5500-546-001-520070-	520070		PANDEMIC DISEASE	RETIREMENT Contact Tracing Funding		.00 08/20/2021	5,561.00	5,561.00
6	55546 010 -5500-5500-546-001-520120-	520120		PANDEMIC DISEASE	401K-EMPLOYER SUPPLEMENT Contact Tracing Funding		.00 08/20/2021	1,460.00	1,460.00
7	55546 010 -5500-5500-546-001-520110-	520110		PANDEMIC DISEASE	GROUP LIFE INSURANCE Contact Tracing Funding		.00 08/20/2021	187.00	187.00
8	55546 010 -5500-5500-546-001-530330-	530330		PANDEMIC DISEASE	DEPARTMENT SUPPLIES Contact Tracing Funding		.00 08/20/2021	259,542.00	259,542.00
** JOURNAL TOTAL								0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022	02	20089	08/20/2021	SrCt5	BUA SrCt5	1 2			
1	45210201 010 -4500-5210-201-001-440048-	440048		IN-HOME AIDE	LOCAL FUNDS/INCOME Grant Funds		-1,700.00 08/20/2021	-215.00	-1,915.00
2	55210201 010 -5500-5210-201-001-540450-	540450		IN-HOME AIDE	PURCHASED SERVICES Grant Funds		95,619.00 08/20/2021	215.00	95,834.00
** JOURNAL TOTAL								0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022	02	20091	08/20/2021	SrCt6	BUA SrCt6	1 2			
1	45210203 010 -4500-5210-203-001-430128-	430128		LEGAL GRANT	LEGAL GRANT Grant Funds		-1,817.00 08/20/2021	227.00	-1,590.00
2	45210203 010 -4500-5210-203-001-440048-	440048		LEGAL GRANT	LOCAL FUNDS/INCOME Grant Funds		-800.00 08/20/2021	300.00	-500.00
3	55210203 010 -5500-5210-203-001-540450-	540450		LEGAL GRANT	PURCHASED SERVICES Grant Funds		2,617.00 08/20/2021	-527.00	2,090.00
** JOURNAL TOTAL								0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022	02	20092	08/20/2021	SrCt7	BUA SrCt7	1 2			

Attachment: Budget amendments September 7, 2021 (September 2021 Budget Amendments)



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BUDGET AMENDMENTS FOR SEPTEMBER 7, 2021

09/02/2021 10:14 cschapman		COUNTY OF DAVIE BUDGET AMENDMENTS JOURNAL ENTRY PROOF					P 5 bgamdent		
LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET

YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022	02	20092	08/20/2021	SrCt7	BUA SrCt7	1 2			
1	45210208 430136 010 -4500-5210-208-001-430136-			CARE GIVER GRANT	CARE GIVER GRANT Grant Funds		-17,212.00 08/20/2021	-3,737.00	-20,949.00
2	55210208 540450 010 -5500-5210-208-001-540450-			CARE GIVER GRANT	PURCHASED SERVICES Grant Funds		17,212.00 08/20/2021	3,737.00	20,949.00
** JOURNAL TOTAL								0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022	02	20093	08/20/2021	SrCt8	BUA SrCt8	1 2			
1	411101 490016 230 -4100-1210-001-001-490016-			COUNTY ADMINISTRATION	FUND BALANCE APPROPRIATED Carry over from money 20/21		-900.00 08/20/2021	-4,800.00	-5,700.00
2	55210213 530330 230 -5500-5350-213-001-530330-			SR SVC SUPPLEMENTAL CARES	GRANDEPARTMENT SUPPLIES Carry over from money 20/21		.00 08/20/2021	4,800.00	4,800.00
** JOURNAL TOTAL								0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022	02	20104	08/24/2021	Coop1	BUA Coop1	1 2			
1	41910 490016 010 -4100-1910-001-001-490016-			GENERAL GOVERNMENT REVENUE	FUND BALANCE APPROPRIATED carry forward funds		-4,355,711.59 08/24/2021	-9,205.00	-4,364,916.59
2	54210 540285 010 -5400-4210-001-001-540285-			COOPERATIVE EXTENSION	MOBILE MARKET EXPENSE carry forward funds		.00 08/24/2021	997.00	997.00
3	54210 540280 010 -5400-4210-001-001-540280-			COOPERATIVE EXTENSION	STOREHOUSE COMMUNITY GARDEN carry forward funds		.00 08/24/2021	5,586.00	5,586.00
4	54210402 540280 010 -5400-4210-402-001-540280-			DAVIE 4-H PROGRAM	STOREHOUSE COMMUNITY GARDEN carry forward funds		.00 08/24/2021	2,622.00	2,622.00
** JOURNAL TOTAL								0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022	02	20109	08/26/2021	DCVP3	BUA DCVP3	1 2			
1	52150101 530320 010 -5200-2150-101-001-530320-			MARRIAGE LICENSE GRANT	OFFICE SUPPLIES 4th quarter grant increase		197.00 08/26/2021	2,318.88	2,515.88

Attachment: Budget amendments September 7, 2021 (September 2021 Budget Amendments)



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LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
ACCOUNT					LINE DESCRIPTION				

YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022	02	20109 08/26/2021	DCVP3		BUA DCVP3	1 2			
2	42150101 430036				MARRIAGE LICENSE GRANT	MARRIAGE LICENSE FEE GRANT	-17,500.00	-2,318.88	-19,818.88
	010 -4200-2150-101-001-430036-					4th quarter grant increase	08/26/2021		
3	42150113 430035				DIVORCE FILING FEES	NC COUNCIL FOR WOMEN GRANT	-19,000.00	-4,125.00	-23,125.00
	010 -4200-2150-113-001-430035-					4th quarter grant increase	08/26/2021		
4	52150113 560260				DIVORCE FILING FEES	ADVERTISING	.00	4,125.00	4,125.00
	010 -5200-2150-113-001-560260-					4th quarter grant increase	08/26/2021		
** JOURNAL TOTAL								0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022	02	20116 08/27/2021	DCVP4		BUA DCVP4	1 2			
1	42150103 480150				VIOLENCE AGAINST WOMEN	DAVIE COMMUNITY FOUNDATION	.00	-5,000.00	-5,000.00
	010 -4200-2150-103-001-480150-					Grant for General Support	08/27/2021		
2	52150103 560570				VIOLENCE AGAINST WOMEN	MISCELLANEOUS	.00	5,000.00	5,000.00
	010 -5200-2150-103-001-560570-					Grant for General Support	08/27/2021		
** JOURNAL TOTAL								0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022	02	20117 08/30/2021	PU 2		BUA PU 2	1 2			
1	47010 493101				WATER - ADMINISTRATIVE	FUND BALANCE APPROP	-1,779,385.00	-50,000.00	-1,829,385.00
	600 -4710-7010-001-001-493101-					CARRY FWD - METER TRANSMITTERS	08/30/2021		
2	57020 580680				WATER - OPERATIONS	WATER METERS	60,000.00	50,000.00	110,000.00
	600 -5710-7020-001-001-580680-					CARRY FWD - METER TRANSMITTERS	08/30/2021		
** JOURNAL TOTAL								0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022	02	20118 08/30/2021	PU 3		BUA PU 3	1 2			
1	47010 493101				WATER - ADMINISTRATIVE	FUND BALANCE APPROP	-1,779,385.00	-500,000.00	-2,279,385.00
	600 -4710-7010-001-001-493101-					CARRY FWD FLOOD FUNDS	08/30/2021		
2	57040 550500				WASTE TREATMENT PLANT	LIFT STATION FLOOD REPAIRS	.00	95,000.00	95,000.00
	600 -5710-7040-001-001-550500-					CARRY FWD FLOOD FUNDS	08/30/2021		

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LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET

YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND		
2022	02	20118 08/30/2021	PU 3		BUA PU 3	1 2		
3	57040 600	550400 -5710-7040-001-001-550400-	WASTE TREATMENT PLANT		HEAVY EQUIPMENT MAINTENANCE CARRY FWD FLOOD FUNDS	126,950.00 08/30/2021	59,000.00	185,950.00
4	57090 600	570100 -5710-7090-001-001-570100-	CONTRIBUTIONS TO OTHER FUNDS		CONTRIBUTION TO WATER CONTR CARRY FWD FLOOD FUNDS	987,000.00 08/30/2021	346,000.00	1,333,000.00
** JOURNAL TOTAL							0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND		
2022	02	20119 08/30/2021	PU 4		BUA PU 4	1 2		
1	40592 300	430118 -4710-0592-001-001-430118-	WASTE WATER TREATMENT PLANT		CONTRIBUTION FROM WATER/SEWER CARRY FWD FLOOD FUNDS	.00 08/30/2021	-346,000.00	-346,000.00
2	50592 300	580650 -5710-0592-001-001-580650-	WASTE WATER TREATMENT PLANT		GENERAL CONSTRUCTION CARRY FWD FLOOD FUNDS	.00 08/30/2021	346,000.00	346,000.00
** JOURNAL TOTAL							0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND		
2022	02	20131 08/31/2021	DCVP6		BUA DCVP6	1 2		
1	52150122 230	560260 -5200-2150-122-001-560260-	DCVP CARES ACT EXPENDITURES		ADVERTISING Carry over funds	.00 08/31/2021	1,109.00	1,109.00
2	52150122 230	560100 -5200-2150-122-001-560100-	DCVP CARES ACT EXPENDITURES		DIRECT SERVICES Carry over funds	.00 08/31/2021	310.00	310.00
3	411101 230	490016 -4100-1210-001-001-490016-	COUNTY ADMINISTRATION		FUND BALANCE APPROPRIATED Carry over funds	-900.00 08/31/2021	-1,419.00	-2,319.00
** JOURNAL TOTAL							0.00	

Attachment: Budget amendments September 7, 2021 (September 2021 Budget Amendments)



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LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2022	03	30004	09/02/2021	FIN 5	BUA FIN 5	1 2				
1	519403	570030			CONTRIBUTION TO OTHER FUNDS	CONTRIBUTION TO GENERAL FUND	.00	1,009,219.00	1,009,219.00	
	230	-5100-1940-701-001-570030-				REVENUE REPLACE 2020	09/02/2021			
2	555101	573030			HEALTH DEPARTMENT	AMERICAN RESCUE PLAN EXP	4,036,551.00	-1,009,219.00	3,027,332.00	
	230	-5500-5500-001-001-573030-				REVENUE REPLACE 2020	09/02/2021			
3	555101	573030			HEALTH DEPARTMENT	AMERICAN RESCUE PLAN EXP	4,036,551.00	-350,000.00	3,686,551.00	
	230	-5500-5500-001-001-573030-				PHNII 2 POSITIONS	09/02/2021			
4	555103	510010			HLTH DEPT ARP	SALARIES AND WAGES	.00	249,613.00	249,613.00	
	230	-5500-5500-701-001-510010-				PHNII 2 POSITIONS	09/02/2021			
5	555103	520050			HLTH DEPT ARP	FICA	.00	19,015.00	19,015.00	
	230	-5500-5500-701-001-520050-				PHNII 2 POSITIONS	09/02/2021			
6	555103	520060			HLTH DEPT ARP	GROUP HOSPITAL INSURANCE	.00	44,550.00	44,550.00	
	230	-5500-5500-701-001-520060-				PHNII 2 POSITIONS	09/02/2021			
7	555103	520070			HLTH DEPT ARP	RETIREMENT	.00	28,410.00	28,410.00	
	230	-5500-5500-701-001-520070-				PHNII 2 POSITIONS	09/02/2021			
8	555103	520120			HLTH DEPT ARP	401K-EMPLOYER SUPPLEMENT	.00	7,457.00	7,457.00	
	230	-5500-5500-701-001-520120-				PHNII 2 POSITIONS	09/02/2021			
9	555103	520110			HLTH DEPT ARP	GROUP LIFE INSURANCE	.00	955.00	955.00	
	230	-5500-5500-701-001-520110-				PHNII 2 POSITIONS	09/02/2021			
10	513103	510010			FINANCE ARP	SALARIES AND WAGES	.00	205,000.00	205,000.00	
	230	-5100-1310-701-001-510010-				ADMIN ARP	09/02/2021			
11	513103	520050			FINANCE ARP	FICA	.00	15,600.00	15,600.00	
	230	-5100-1310-701-001-520050-				ADMIN ARP	09/02/2021			
12	513103	520060			FINANCE ARP	GROUP HOSPITAL INSURANCE	.00	30,000.00	30,000.00	
	230	-5100-1310-701-001-520060-				ADMIN ARP	09/02/2021			
13	513103	520070			FINANCE ARP	RETIREMENT	.00	25,000.00	25,000.00	
	230	-5100-1310-701-001-520070-				ADMIN ARP	09/02/2021			
14	513103	520120			FINANCE ARP	401K-EMPLOYER SUPPLEMENT	.00	6,200.00	6,200.00	
	230	-5100-1310-701-001-520120-				ADMIN ARP	09/02/2021			
15	513103	520110			FINANCE ARP	GROUP LIFE INSURANCE	.00	1,000.00	1,000.00	
	230	-5100-1310-701-001-520110-				ADMIN ARP	09/02/2021			

Attachment: Budget amendments September 7, 2021 (September 2021 Budget Amendments)



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LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022	03	30004	09/02/2021	FIN 5	BUA FIN 5	1 1			
17	555101	573030		HEALTH DEPARTMENT	AMERICAN RESCUE PLAN EXP		4,036,551.00	-2,677,332.00	1,359,219.00
	230	-5500-5500-001-001-573030-			ADMIN ARP		09/02/2021		
18	513103	573030		FINANCE ARP	AMERICAN RESCUE PLAN EXP		.00	2,394,532.00	2,394,532.00
	230	-5100-1310-701-001-573030-			ADMIN ARP		09/02/2021		
** JOURNAL TOTAL								0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022	03	30005	09/02/2021	FIN 6	BUA FIN 6	1 2			
1	41910	480230		GENERAL GOVERNMENT	REVENUE	CONTRIBUTION FROM CRF	.00	-1,009,219.00	-1,009,219.00
	010	-4100-1910-001-001-480230-				REVENUE REPLACEMENT 2020	09/07/2021		
2	41910	490016		GENERAL GOVERNMENT	REVENUE	FUND BALANCE APPROPRIATED	-4,355,711.59	1,009,219.00	-3,346,492.59
	010	-4100-1910-001-001-490016-				REVENUE REPLACEMENT 2020	09/07/2021		
** JOURNAL TOTAL								0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022	03	30006	09/07/2021	FIN 7	BUA FIN 7	1 2			
1	41910	490016		GENERAL GOVERNMENT	REVENUE	FUND BALANCE APPROPRIATED	-4,355,711.59	-175,000.00	-4,530,711.59
	010	-4100-1910-001-001-490016-				LITTLE LEAGUE LIGHTING PROJECT	09/07/2021		
2	56310	570790		RECREATION	DAVIE NATL LITTLE LEAGUE		.00	175,000.00	175,000.00
	010	-5600-6310-001-001-570790-				LITTLE LEAGUE LIGHTING PROJECT	09/07/2021		
** JOURNAL TOTAL								0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022	03	30007	09/07/2021	FIN 8	BUA FIN 8	1 2			
1	41910	490016		GENERAL GOVERNMENT	REVENUE	FUND BALANCE APPROPRIATED	-4,355,711.59	-150,000.00	-4,505,711.59
	010	-4100-1910-001-001-490016-				LIGHTING PROJECT	09/07/2021		
2	51930	580640		B. C. BROCK CENTER	BUILDING IMPROVEMENTS		.00	150,000.00	150,000.00
	010	-5100-1930-001-001-580640-				LIGHTING PROJECT	09/07/2021		
** JOURNAL TOTAL								0.00	

Attachment: Budget amendments September 7, 2021 (September 2021 Budget Amendments)



**DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS**

Agenda Item Details:

Date of Meeting: September 7, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Motorola Contract

BACKGROUND/PURPOSE OF REQUEST: Motorola Contract - Radio Console equipment and software to replace current end of life radio dispatch system approved on the CIP plan

FISCAL IMPACT: \$431,640

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:

Motorola_Contract

**MOTOROLA SOLUTIONS**

DAVIE COUNTY, NORTH CAROLINA

MCC 7500E CONSOLE SYSTEM

PROPOSAL**JUNE 29, 2021**

Attachment: Motorola_Contract (Motorola Contract)

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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TABLE OF CONTENTS

Section 1

Console System Overview	1-1
-------------------------------	-----

Section 2

Equipment List	2-1
----------------------	-----

Section 3

Pricing.....	3-1
Equipment.....	3-1
Services:	3-1

Section 4

Design Assumptions	4-1
--------------------------	-----

Section 5

Contractual Documentation.....	5-1
5.1 Communications System and Services Agreement Console System.....	5-1

Attachment: Motorola_Contract (Motorola Contract)

SECTION 1

CONSOLE SYSTEM OVERVIEW

In response to a request from Davie County, NC, Motorola is providing pricing for a MCC7500E Console System as detailed below. Consoles are anticipated to be utilized with the statewide VIPER P25 radio network. The pricing provided is based on the Design Assumptions listed below. Services include installation, optimization, and project coordination.

The system design consists of one (1) MCC7500E IP based Console System to be located at the Primary Dispatch facility. The proposal provides a six (6) operator position MCC7500E IP based Console System for the Primary Dispatch Center. Consoles are anticipated to be utilized and connected with the statewide VIPER P25 radio network Master Core designated by Viper. Conventional Channel Gateway (CCGW) equipment is provided to control up to twenty-four (24) conventional resources for use with the MCC7500E consoles. Examples of conventional resources are backup 800 MHz resources for VIPER, conventional UHF, and VHF channel resources.

A Conventional Site Controller (CSC) is supplied at the dispatch center to operate the console system in backup mode in the event of a Master Site link failure.

Twenty-two (22) inch touch screen display monitors are provided for use at each operator position.

Software based Instant Recall voice recorder systems will be installed on each operator position computer. This will allow for recall of recordings of recent voice traffic by the dispatch operator. This system is not a replacement for and does not provide functionality of a long term voice recorder or recording storage system. Long term voice recording equipment or IP recording equipment is not part of this quotation. No Archiving Interface Servers (AIS) is provided for the Dispatch Center. The AIS provides the interface between the console system and a third party IP Logging recorder

Advantages of connecting with a VIPER Core

- MCC7500E Consoles connected to Viper eliminates the need for the console owner to purchase a core or master site. The consoles joining Viper use a customer leased Ethernet connection to the appropriate Viper core or Master site. The consoles utilize the Viper Master site for operation and configuration.
- Consoles joining Viper join the Viper statewide P25 network and have access to many Viper and county mutual aid and interoperable response talk groups as well as other county talk groups without the need to purchase control stations to access the talk groups.
- Direct core connected consoles employ mission critical public safety features such as console priority and full duplex operation that allow dispatchers to have priority over field users and enjoy enhanced receive audio processing.



- In addition to the robust feature sets that are available with MCC 7500E consoles the user joins the statewide P25 radio network that also consists of approximately 50 dispatch centers across the state. This network allows for greater flexibility during disaster and disaster response scenarios. Console configurations can be quickly developed and loaded allowing affected areas to relocate dispatch center operations, quickly add any required talk groups, and maintain communications to local and visiting mutual aid personnel via the Viper P25 system. A county's console site user profile can be loaded at other MCC7500E Dispatch Centers that are connected to Viper allowing the foreign dispatch center in the system to technically serve as a backup radio dispatch center for the affected dispatch center.

Attachment: Motorola_Contract (Motorola Contract)



SECTION 2

EQUIPMENT LIST

QTY	NOMENCLATURE	DESCRIPTION
1	B1948	MCC 7500E DISPATCH POSITION LICENSES
6	UA00653AA	ADD: BASIC CONSOLE OPERATION
6	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION
6	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATION
6	UA00652AA	ADD: 160 RADIO RESOURCES LICENSE
6	UA00661AA	ADD: ENHANCED IRR
1	B1949	MCC 7500E SOFTWARE DVD
6	DSTG221B	TECH GLOBAL EVOLUTION SERIES 22INCH NON TOUCH
6	TT3903A	Z2 G5 MINI WORKSTATION NON RETURNABLE
12	B1952	SPEAKER, DESKTOP, USB
12	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
12	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
12	CA03412AA	ADD: USB CABLE, TYPE C TO TYPE C, 4.5M
6	B1941	USB AUDIO INTERFACE MODULE
6	B1951	MICROPHONE, DESKTOP, USB
6	CA03412AA	ADD: USB CABLE, TYPE C TO TYPE C, 4.5M
12	B1913	MCC SERIES HEADSET JACK
6	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
6	T8742	MCAFFEE FOR WINDOWS CLIENT, A2019.2
4	DSF2B56AA	USB EXTERNAL DVD DRIVE
6	DSST7300U3M	STARTECH 7 PORT USB 3.0 HUB
1	T8720	WINDOWS SUPP FULL CONFIG, A7.18
1	T8639	JUNIPER FIREWALL APPLIANCE
1	CLN1868	2930F 24-PORT SWITCH
1	CLN1866	FRU: 1M DAC CABLE
1	T8492	SITE ROUTER & FIREWALL- AC
1	CA03445AA	ADD: MISSION CRITICAL HARDENING
1	CA03448AA	ADD: STATEFUL FIREWALL
1	F4543	SITE MANAGER BASIC
1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
1	V266	ADD: 90VAC TO 260VAC PS TO SM
3	V592	AAD TERM BLCK & CONN WI
1	T7038	GCP 8000 SITE CONTROLLER

Attachment: Motorola_Contract (Motorola Contract)



QTY	NOMENCLATURE	DESCRIPTION
1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
1	CA01136AA	MCC 7500 CONVEN SITE OPER
1	X153AW	ADD: RACK MOUNT HARDWARE
3	SQM01SUM0205	GGM 8000 GATEWAY
3	CA01616AA	ADD: AC POWER
3	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	TRN7343	SEVEN AND A HALF FOOT RACK
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	T8492	SITE ROUTER & FIREWALL- AC
1	CA03445AA	ADD: MISSION CRITICAL HARDENING
1	CA03448AA	ADD: STATEFUL FIREWALL
1	B1941	USB AUDIO INTERFACE MODULE
1	B1952	SPEAKER, DESKTOP, USB
1	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
1	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
1	CA03412AA	ADD: USB CABLE, TYPE C TO TYPE C, 4.5M
1	B1951	MICROPHONE, DESKTOP, USB
1	CA03412AA	ADD: USB CABLE, TYPE C TO TYPE C, 4.5M
1	B1913	MCC SERIES HEADSET JACK
1	TT3903A	Z2 G5 MINI WORKSTATION NON RETURNABLE
1	CLN1868	2930F 24-PORT SWITCH
1	CLN1866	FRU: 1M DAC CABLE
1	SQM01SUM0273	MASTER SITE CONFIGURATION
1	CA02629AD	ADD: EXPAND 7.18 M CORE
1	UA00156AA	ADD: MCC7500 CONSOLE LICENSES (QTY 5)

Attachment: Motorola_Contract (Motorola Contract)



SECTION 3

PRICING

Equipment

MCC7500E IP Console System:	\$ 310,839.00
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Services:

Installation/System Integration Services/Training (14 seats):	\$ 165,153.00
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Equipment and Services Total:	\$ 475,992.00
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PO by 8/15/21 Discount:	\$44,352.00
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<u>Discounted Total:</u>	<u>\$431,640.00</u>
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SECTION 4

DESIGN ASSUMPTIONS

- Six (6) new MCC7500E's console positions are provided to be located at the Davie County 911 Primary Operations Center. The system will also include equipment to operate up to twenty-four (24) conventional radio resources.
- Instant Recall Recorder software for each operator position is included.
- One twenty-two (22) inch non touch screen monitor display is included for each operator position
- One standard console system spare equipment package is included for the Dispatch Center
- A Conventional Site Controller is supplied to operate the console in backup mode in the event of a Master Site link failure
- The VIPER System Manager must approve the addition of all consoles or new talk groups for Davie County. Davie County shall work directly with VIPER personnel to obtain any working agreements or documentation that may be required regarding use of the VIPER system as well as connection of the MCC7500E console system.
- VIPER Master Site License expansion costs required for the console system are included.
- Consoles utilized on the VIPER system will operate on version 7.17.3 ASTRO P25 system release. Cost for future system upgrades of the console system is not included in the equipment but will be provided as part of the proposal. VIPER console users must maintain console system release versions that are current with the VIPER system release.
- The Davie County console site will require Ethernet connectivity with the designated VIPER Zone Master Site. Obtaining Ethernet connectivity as well as any recurring costs for connectivity to VIPER shall be the responsibility of Davie County. Motorola will provide Davie County with the Ethernet requirements and specifications for the console to Master Site link.
- On-site, instructor-led training provided for 10 operators and 4 supervisors.
- Cost for IP logging recorder equipment has not been provided. The IP based logging voice recorder is used for long term recording of VIPER trunked radio traffic as well as conventional radio stations that connect to the console system.
- No Archiving Interface Server (AIS) and Control Room Firewall have been provided for the Dispatch Centers with this quote for Davie County. The AIS is utilized as the interface between the console system and a third party IP Logging recorder.
- No towers, shelters, generators or UPS devices are included in this pricing.
- The pricing quoted assumes adequate physical space, HVAC and electrical requirements at all locations for the new equipment.

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SECTION 5

CONTRACTUAL DOCUMENTATION

5.1 COMMUNICATIONS SYSTEM AND SERVICES AGREEMENT CONSOLE SYSTEM

Provided on the following pages.

Attachment: Motorola_Contract (Motorola Contract)



Communications System and Services Agreement Console System

Motorola Solutions, Inc. ("Motorola") and Davie County, North Carolina ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A	"Motorola Software License Agreement"
Exhibit B	"Payment"
Exhibit C	Motorola Proposal dated June 29, 2021, fully incorporated by reference
Exhibit D	"System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as

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confidential or its equivalent.

“Contract Price” means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

“Force Majeure” means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Motorola Software” means software that Motorola or its affiliated companies owns.

“Non-Motorola Software” means software that a party other than Motorola or its affiliated companies owns.

“Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

“Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and

(iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

"Software License Agreement" means the Motorola Software License Agreement (Exhibit A).

"Software Support Policy" ("SwSP") means the policy set forth at <http://www.motorolasolutions.com/softwarepolicy> describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"System Data" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the

Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance

Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at <http://www.motorolasolutions.com/softwarepolicy> and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. **TOOLS.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. **COVENANT NOT TO EMPLOY.** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price for the MCC7500E console system in U.S. dollars is \$431,640. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, System Upgrade Assurance (SUA), and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name: _____
 Address: _____
 Phone: _____

E-INVOICE. To receive invoices via email:

Customer Account Number: _____
 Customer Accounts Payable Email: _____
 Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: _____
 Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: _____
 Address: _____
 Phone: _____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of

Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after

shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the

circumstances.

11.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina.

12.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the State of North Carolina. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the

defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. **GENERAL INDEMNITY BY Motorola.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. **GENERAL INDEMNITY BY CUSTOMER.** To the extent allowed by law, Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to

or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Davie County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM

08-30-21


County Attorney

Attachment: Motorola_Contract (Motorola Contract)

Exhibit A MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc. ("Motorola") and Davie County, North Carolina ("Licensee"). For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses

governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's

FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 COMMERCIAL COMPUTER SOFTWARE

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State of North Carolina. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. 25% of the Contract Price due upon contract execution (due upon effective date);
2. 60% of the Contract Price due upon shipment of equipment from Staging;
3. 10% of the Contract Price due upon installation of equipment; and
4. 5% of the Contract Price due upon Final Acceptance.

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

	Resource Types			
Levels	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at <https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

EXHIBIT C

Motorola's Proposal dated June 29, 2021

Attachment: Motorola_Contract (Motorola Contract)

EXHIBIT D

System Acceptance Certificate

Customer Name: Davie County, North Carolina

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM

08-30-21



County Attorney

Attachment: Motorola_Contract (Motorola Contract)



DAVIE COUNTY, NORTH CAROLINA BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: September 7, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Resolution - Cooleemee Water Treatment Plan - 60% Design Workshop

BACKGROUND/PURPOSE OF REQUEST: Resolution - Cooleemee Water Treatment Plan - 60% Design Workshop

Hazen and Sawyer is designing the new Water Treatment Plant and has updated the cost opinion at the 60% design milestone for the project. The cost opinion is approximately \$1.9 million higher than at the 30% cost opinion. A significant portion of the cost increase is related to the decision to switch from a single-cell, pre-stressed concrete tanks design to a cast-in-place concrete clearwell with two cells (to provide additional reliability). The two-cell design allows for one cell to be taken out of service for maintenance, while providing some storage for disinfection and high service pump operations.

Increases in the cost of construction materials and equipment are also driving increased construction costs, due to: (1) Higher demand throughout the construction market for certain building materials, and (2) Lingering production issues related to COVID shutdowns of manufacturing facilities. It is possible some of the cost pressures related to production and supply issues may be resolved prior to project bidding.

Based on current cost estimates, additional funding of approximately \$5.2 million may be needed to fully fund the project. An application to the State Revolving Fund (SRF) is recommended to obtain additional SRF funding to fully fund the project. The County would not be obligated to accept the full funding award in the event that project bids are less than the funding award. The resolution authorizes the additional SRF grant application.

FISCAL IMPACT: <Insert Info Here>

COUNTY MANAGERS; RECOMMENDATION:
<County Manager Comments Here>

ATTACHMENTS:

Resolution - Cooleeemee WTP - 60% Design Workshop

60% Cost Opinion Update

60% WTP Cost Opinion Table



Davie County Government

123 S. Main Street | Mocksville, NC 27028 | 336.753.6001

DavieCountyNC.gov



RESOLUTION BY GOVERNING BODY OF APPLICANT

- WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of drinking water treatment works and drinking water distribution system improvements, and
- WHEREAS, Davie County has need for and intends to construct a new Cooleemee drinking water treatment plant (WTP) and new water distribution system pipelines for redundancy and regionalization as a part of the Davie County Water Supply Improvements Project, and
- WHEREAS, Davie County intends to request state loan or grant assistance for the project.

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF DAVIE COUNTY COMMISSIONERS OF DAVIE COUNTY, NORTH CAROLINA:

That Davie County, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan or grant award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of Davie County to make scheduled repayment of the loan, to withhold from Davie County any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That David Bone, Davie County Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan or grant to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.



Davie County Government

123 S. Main Street | Mocksville, NC 27028 | 336.753.6001

DavieCountyNC.gov



Adopted this the 7th day of September, 2021 at Davie County, North Carolina.

Signature of Chief Executive Officer

Chairman, Davie County Board of Commissioners

Attachment: Resolution - Cooleeemee WTP - 60% Design Workshop (Resolution - Cooleeemee Water Treatment Plan - 60% Design Workshop)



Davie County Government

123 S. Main Street | Mocksville, NC 27028 | 336.753.6001

DavieCountyNC.gov



CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Stacy Moyer, Clerk to the Board of Davie County Board of Commissioners does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of Davie County duly held on the 7th day of September, 2021; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2021.

(Signature of Recording Officer)

Stacy Moyer, Clerk to the Board of Davie County Commissioners



Hazen and Sawyer
4011 Westchase Boulevard
Suite 500
Raleigh, NC 27607 • 919.833.7152

August 30, 2021

Mr. David Bone
County Manager
Davie County Public Utilities
123 S. Main Street
Mocksville, NC 27028

Re: Project Cost Opinion Update at 60% Design

Hazen and Sawyer has updated the cost opinion at the 60% design milestone for Joint Water Supply Improvements Project. The cost opinion is approximately \$1.9 million higher than at the 30% cost opinion. A significant portion of the cost increase is related to the decision to switch from a single cell pre-stressed concrete tanks design to a cast in place concrete clearwell with two cells to provide additional reliability. The two-cell design allows for one cell to be taken out of service for maintenance while providing some storage for disinfection and high service pump operations. We are also observing cost increases for some construction materials and equipment. There are several drivers for cost increases, including:

- Higher demand throughout the construction market for certain building materials
- Lingering production issues related to COVID shutdowns of manufacturing facilities, the 2021 freeze in Texas affected a number of petroleum related facilities affecting PVC supply, and numerous resins for FRP materials or coating systems.

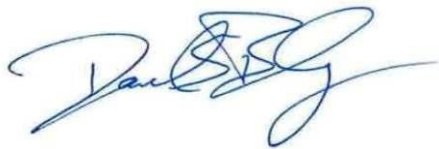
Hazen has updated costs for some items such as piping based on recent construction bids. We have also updated costs for equipment and other items based on recent budgetary quotes from suppliers. There is a lot of uncertainty in the marketplace so we would expect some continued volatility for some construction materials and equipment. It is possible that some of the cost pressures related to production and supply issues may be resolved prior to project bidding.

A summary of the current funding awards is in the table below. Additional funding of approximately \$5.2 million is needed to fully fund the project. An application to SRF is recommended to obtain additional SRF funding to fully fund the project. The County would not be obligated to accept the full funding award in the event that project bids are less than the funding award.

Funding Round	Funding Source	Approved Amount
Fall 2020	DWSRF Funding State Reserve	\$20,000,000 \$1,123,807
Spring 2021	DWSRF Funding	\$6,926,193
Total DWI		\$28,050,000
Anticipated EDA Grant Award		\$1,587,000
Total Project Funding		\$29,637,000
Project Cost Opinion at 60% Design		\$34,798,927
Cost Opinion Minus Expected Funding		\$5,161,927

If you have any questions, please do not hesitate to contact us.

Sincerely,



David S. Briley, PE
Associate Vice President

cc: Johnny Lambert, Davie County
Tim Devine, Hazen and Sawyer
Nichole Johnson, Hazen and Sawyer
Michael Wang, Hazen and Sawyer

60% WTP Cost Opinion

Joint Davie County/Mocksville Water Supply Improvements Project

Item	60% Cost Opinion	PER Cost	30% Cost	Delta from 30%
Site-Civil	\$1,678,600	\$1,577,000	\$1,497,254	\$181,331
WTP Demolition	\$1,056,100	\$1,181,000	\$1,179,183	\$(123,061)
Primary Raw Water Pump Station ¹	\$786,900	\$569,000	\$792,941	\$(6,035)
Raceway Raw Water Pump Station	\$340,400	\$700,000	\$661,890	\$(321,487)
WTP Process Facility	\$8,459,900	\$9,356,000	\$9,748,848	\$(1,288,906)
Chemical Facility	\$3,864,300	\$2,882,000	\$3,465,702	\$398,574
Residuals	\$255,100	\$171,000	\$316,207	\$(61,071)
High Service Pump Station	\$2,213,000	\$3,508,000	\$2,238,700	\$(25,700)
Clearwell	\$2,753,500		\$1,314,437	\$1,439,00
Yard Piping	\$1,319,100	\$709,000	\$1,072,388	\$246,709
Electrical and I&C (except Primary RWPS)	\$4,689,800	\$3,603,000	\$3,937,763	\$752,034
Transmission Mains ²	\$3,859,100	\$2,856,000	\$3,377,320	\$481,752
Total Construction Cost	\$31,275,900	\$27,112,000	\$29,602,633	\$1,673,225
Escalated Construction Cost³	\$33,098,900	\$29,626,014	\$31,199,755	\$1,899,173
Construction Administration	\$1,700,000	\$1,700,000	\$1,700,000	\$-
Project Cost	\$34,798,900	\$31,326,014	\$32,899,755	\$1,899,173

Attachment: 60% WTP Cost Opinion Table (Resolution - Cooleemee Water Treatment Plan



**DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS**

Agenda Item Details:

Date of Meeting: September 7, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Service Weapon - Retiring James Goodin

BACKGROUND/PURPOSE OF REQUEST: Service Weapon - James Goodin

FISCAL IMPACT: \$1

COUNTY MANAGERS; RECOMMENDATION:

<Insert County Manager Comments>

ATTACHMENTS:



**DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS**

Agenda Item Details:

Date of Meeting: September 7, 2021

Department: Finance

Resource Person: Cindy Chapman

ISSUE/ACTION REQUESTED:

Sheriff Vehicles to be Deleted and Donated to the Town of Cooleemee

BACKGROUND/PURPOSE OF REQUEST: Staff recommends Board of Commissioners approve the deletion of two vehicles that were acquired by the Sheriff from the Town of Mocksville and designated as end of life. These vehicles will be donated to the Town of Cooleemee Police Department.

FISCAL IMPACT: \$0

COUNTY MANAGERS; RECOMMENDATION:

<Insert County Manager Comments>

ATTACHMENTS:

Sheriff 08.30.2021 vehicle delete - transfer to CP1

DAVIE COUNTY FIXED

EQUIPMENT DELETION

Department Name

Sheriff's Office

[illegible]

The above listed items have been approved for deletion from this department.

Requested By: JD Hartman

(Department Head)

Approved By:

(Davie County Manager)

Date:

Attachment: Sheriff 08.30.2021 vehicle delete - transfer to CP1 (Sheriff Vehicle Deletions - for Donation)

ASSETS

FORM

Date 8/29/2021

[illegible]

\$ -

Department's equipment list.

Finance Office Use Only
 Date Posted: _____
 Posted by: _____

(Rev.3/2000)

Attachment: Sheriff 08.30.2021 vehicle delete - transfer to CP1 (Sheriff Vehicle Deletions - for Donation)



**DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS**

Agenda Item Details:

Date of Meeting: September 7, 2021

Department: Finance

Resource Person: Cindy Chapman

ISSUE/ACTION REQUESTED:

DCSO Vehicles to be Deleted and Sold

BACKGROUND/PURPOSE OF REQUEST: Staff recommends Board of Commissioners approve the deletion and disposal of ten vehicles that were purchased with County funds; one Asset Forfeiture vehicle; and seven vehicles that were acquired from the Town of Mocksville.

FISCAL IMPACT:\$279,430.01

COUNTY MANAGERS; RECOMMENDATION:

<Insert County Manager Comments>

ATTACHMENTS:

Sheriff 08.30.2021 vehicle delete - auction

DAVIE COUNTY FIXED ASSETS

EQUIPMENT DELETION FORM

Department Name

Sheriff's Office

Date

Department Number	Asset Tag Number	Item Description	Reason for Deletion
52110	8108/9785	SO101 FORD 2013 SEDAN 1FAHP2MT2DG113403	End of Life
52110	8106/9783	SO150 FORD 2013 SEDAN 1FAHP2MT9DG113401	End of Life
52110	8110/9787	SO154 FORD 2013 UTILITY 1FM5K8AR8DGA18363	End of Life
52110	8142/9816	SO162 FORD 2013 SEDAN 1FAHP2MT3DG157636	End of Life
52110	8144/9818	SO164 FORD 2013 UTILITY 1FM5K8AR1DGB28266	End of Life
52110	8145/9819	SO165 FORD 2013 UTILITY 1FM5K8AR3DGB28267	End of Life
52110	8355/10003	SO176 FORD 2014 SEDAN 1FAHP2MT8EG124147	End of Life
52110	8518/10150	SO193 FORD 2015 SEDAN 1FAHP2MT9FG136002	End of Life
52110	8512/10144	SO194 FORD 2015 SEDAN 1FAHP2MT9FG136003	End of Life
52110	8969/10392	SO201 FORD 2015 SEDAN 1FAHP2MT8FG203528	End of Life
52110	9096/10507	SO245 HYUNDAI 5NMSG13D29H306042	End of Life asset forfeiture vehicle
52110		2004 CHEVY TAHOE 1GNEK13Z74R199735	END OF LIFE Mocksville Police Dept VEHICLE
52110		2012 DODGE CHARGER 2C3CDXAT2CH282005	END OF LIFE Mocksville Police Dept VEHICLE
52110		2012 DODGE CHARGER 2C3CDXAT0CH282504	END OF LIFE Mocksville Police Dept VEHICLE
52110		2013 DODGE CHARGER 2C3CDXAT3DH721664	END OF LIFE Mocksville Police Dept VEHICLE
52110		2011 DODGE CHARGER 2B3CL1CT3BH597967	END OF LIFE Mocksville Police Dept VEHICLE
52110		2011 DODGE CHARGER 2B3CL1CT1BH597966	END OF LIFE Mocksville Police Dept VEHICLE
52110		2014 DODGE CHARGER 2C3CDXAT9EH367005	END OF LIFE Mocksville Police Dept VEHICLE

Attachment: Sheriff 08.30.2021 vehicle delete - auction (Sheriff Vehicle Deletions -For Sale)

The above listed items have been approved for deletion from this department's equipment list.

Requested By: JD Hartman (Department Head)	Finance Office Us
Approved By: _____ (Davie County Manager)	Date Posted: Posted by:
Date: _____	

Attachment: Sheriff 08.30.2021 vehicle delete - auction (Sheriff Vehicle Deletions -For Sale)

8/29/2021

Deletion Amount	
\$	26,333.00
\$	26,333.00
\$	25,313.00
\$	26,333.00
\$	25,313.00
\$	25,313.00
\$	26,802.00
\$	28,517.60
\$	28,517.60
\$	34,779.81
\$	5,875.00
\$	279,430.01

Attachment: Sheriff 08.30.2021 vehicle delete - auction (Sheriff Vehicle Deletions -For Sale)

se Only

(Rev.3/2000)

Attachment: Sheriff 08.30.2021 vehicle delete - auction (Sheriff Vehicle Deletions -For Sale)



**DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS**

Agenda Item Details:

Date of Meeting: September 7, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Awarding of Service Weapon to Retired Sergeant James Goodin

BACKGROUND/PURPOSE OF REQUEST: Awarding of Service Weapon to Retired Sergeant James Goodin

FISCAL IMPACT: \$1

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:



DAVIE COUNTY, NORTH CAROLINA BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: September 7, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Closed Session Pursuant to NCGS 143.318.11(A) (3) & (5): (3) to Consult with an Attorney Employed or Retained by the Public Body in Order to Preserve the Attorney-Client Privilege Between the Attorney and the Public Body; and (5) to Establish, or to Instruct the Public Body's Staff or Negotiating Agents Concerning the Position to be Taken by or on Behalf of the Public Body in Negotiating the Price of a Proposed Contract for the Acquisition of Real Property by Purchase, Option, Exchange, or Lease. the Name and Address of the Property Are: Mocksville Moose Lodge, 1154 S Salisbury Street, Mocksville NC 27028. Purpose: Future Expansion of Davie County Community Park.

BACKGROUND/PURPOSE OF REQUEST: Closed Session Pursuant to NCGS

143.318.11(A) (3) (This item deals with the Mallichrodt Plc. Bankruptcy proceeding in the State of New York. There is a proposed settlement to reorganize the company and set aside a total of \$1.6 billion in a trust to resolve all opioid related claims. The PEC recommends that their clients vote to accept this plan.)

& (5)

FISCAL IMPACT: n/a

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:



**DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS**

Agenda Item Details:

Date of Meeting: September 7, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Resolution - Mallinckrodt

BACKGROUND/PURPOSE OF REQUEST: Resolution - Mallinckrodt

FISCAL IMPACT: n/a

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:

Resolution - Mallinckrodt



Davie County Government

123 S. Main Street | Mocksville, NC 27028 | 336.753.6001

DavieCountyNC.go



RESOLUTION TO ACCEPT THE *MALLINCKRODT*, PROPOSED BANKRUPTCY SETTLEMENT PLAN

WHEREAS, the County, through its' national opioid counsel has received a Chapter 11 Plan of Reorganization in connection with *In Re Mallinckrodt, PLC, et al*, [Case No. 20-12522 (JTS)(Bankruptcy, District of Delaware)]; and,

WHEREAS, the Board of Commissioners for Davie County have reviewed the proposed Plan with the County Attorney; and,

WHEREAS, the Board of Commissioners for Davie County believe the acceptance of the proposed Plan is the best possible outcome of the above bankruptcy case and best benefits the County.

NOW THEREFORE, upon Motion duly made and seconded, this Board did note ____ in favor of and ____ against the acceptance of the above plan.

This the 7th day of September, 2021.

Terry Renegar, Chairman of the Board
of County Commissioners

Attested to:

Stacy Moyer, Clerk to the Board

Attachment: Resolution - Mallinckrodt - Resolution - Mallinckrodt