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
July 12, 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
7. Presentation
    1. Fire Association Presentation - Fire Funding
8. Public Hearings
    1. Zoning Map Amendment 2021-05 Block House Properties
9. Consent Agenda
    A. Approval of Minutes
        1. Board of Commissioners - Special Called Meeting - Jun 2, 2021 9:00 AM
        2. Board of Commissioners - Special Called Meeting - Jun 2, 2021 10:00 AM
        3. Board of Commissioners - Regular Meeting - Jun 7, 2021 6:00 PM
        4. Board of Commissioners - Special Called Meeting - Jun 29, 2021 5:00 PM
        5. Closed Session Minutes - June 29, 2021

    B. Tax Reports, Releases and Refunds
        1. Releases, Refunds, and Percentage Reports
        2. Order of Collection

    C. Appointments
        1. Board Re-Appointment - Library Board of Trustees - Carole Demmy
        2. Board Appointment - Library Board of Trustees - Khristen Mears
        3. Board Re-Appointments - Agricultural Board - Bob Crews, Henry Walker, Justin Miller

    D. Budget Amendments/Transfers
        1. Budget Amendments for July 2021

E. Contracts
   1. Monarch - Cafe' Services for Health and Human Services
   2. Southern Health Partners, Inc.
   3. Trinity Services Group, Inc.
   4. On-Time Catering

F. Resolutions
   1. Resolution - Food System Resiliency
   2. Resolutions - to Exempt Process of Selection an Engineer for Water/Sewer and Solid Waste

G. Proclamation
   1. Proclamation - July National Park and Recreation Month

H. By-Laws
   1. Davie Aging Services Planning Committee Bylaws

I. Equipment Deletion
   1. Service Weapon - Terry Carter
   2. Service Weapon - Bradford Brown

J. Service Weapon Award
   1. Awarding of Service Weapons - Terry Carter, Brad Brown

K. Interlocal Agreement
   1. Mocksville Interlocal Agreement

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)(4) to Discuss Matters Relating to the Location or Expansion of Industries or Other Businesses in the Area Served by the Public Body, Including Agreement on A tentative List of Economic Development Incentives that May be Offered by the Public Body in Negotiations.

15. Adjourn

DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: July 12, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:
Fire Association Presentation - Fire Funding

BACKGROUND/PURPOSE OF REQUEST: Fire Association Presentation - Fire Funding

The Adopted FY 2021-22 Budget included dedication of 1.75 cents on the tax rate (or $903,000) to Fire/Rescue funding expansion. The Board of Commissioners approved the FY 2021-22 Budget, 5-0. Although several options were discussed, the methodology for distributing these funds to the various departments was not included in the budget ordinance on June 6, 2021; however, earlier in the meeting, the Board approved a motion to conduct an informal work session to discuss the allocation for fire funding.

In preparation for a Special Called Meeting about the distribution of the $903,000 in new funding for the Fire Departments, County staff communicated with Fire Association President Brian Spach. County staff suggested it may be helpful if the Fire Departments would develop a funding distribution option that was agreeable to the Departments.

The Fire Association met on June 28th. All departments agreed to the following funding:

- Ten departments receive base of $210,000;
- Three large departments receive $35,380 in addition to what their $.04 brings;
- Three out of county departments receive what their county-of-origin tax value brings:
  - Courtney Fire $0.08
  - Lone Hickory Fire $0.075
  - Scotch-Irish Fire $0.09
- All departments continue to receive $915 for Fire Association dues.

The attached form (with signatures) documents agreement to this funding allocation.

County staff has reviewed these numbers and suggests the following slight modifications in order to utilize the full $903,000 (see second attachment). Additional funds of $2,111 were distributed to each of the thirteen in-county departments.

Additionally, the fire tax for Advance Rural Fire Protection District is distributed once the funds are collected. For clarity, if the collection rate is below the budgeted (98.58%) rate, the Advance Rural Fire Protection District may not get this much in funding.

In lieu of having a Special Called Meeting (as discussed at the June 6th meeting), since there is consensus by the departments on funding, it has been suggested the Board of Commissioners may want to consider an allocation plan for funding at tonight's meeting.

Fire Association President Brian Spach will be available to discuss distribution of the allocation. County staff will also be available to answer questions.

FISCAL IMPACT: Not applicable - the additional $903,000 is already in the FY 2021-22 Budget.

COUNTY MANAGERS; RECOMMENDATION:
<County Manager Comments Here>

ATTACHMENTS:
Fire Association Fire Dept Allocations

FY2021-2022 Fire & Rescue Budget with Fire Association agreed amounts-Revised

Funding Distribution Request Agreed Upon by the Stakeholders Listed Below at the Davie County Firemen's Association Meeting June 28, 2021

Department	Tax Base/Value	FY20-21 Budget Including Fire Association Fees	Total Per Dept. Based on New Tax Value FY21-22	Fire Association Fees	FY21-22 Budget	Calculated Increase From Last Year Without the 903,000 (Information Only)	903,000 Distribution	FY21-22 Budget Including Association Fees and 903,000 Distribution
Advance	$724,787,743	$447,647	$480,654	$915	$481,569	$33,922	$35,382	$516,951
Center	$125,327,319	$136,044	$135,129	$915	$136,044	$0	$73,956	$210,000
Cooleemee	$98,881,899	$136,044	$135,129	$915	$136,044	$0	$73,956	$210,000
Cornatzer-Dulin	$123,947,462	$136,044	$135,129	$915	$136,044	$0	$73,956	$210,000
County Line	$85,860,705	$136,044	$135,129	$915	$136,044	$0	$73,956	$210,000
Farmington	$292,540,040	$136,044	$135,129	$915	$136,044	$0	$73,956	$210,000
Fork	$194,206,345	$136,044	$135,129	$915	$136,044	$0	$73,956	$210,000
Jerusalem	$219,334,947	$136,044	$135,129	$915	$136,044	$0	$73,956	$210,000
Mocksville	$1,223,323,167	$446,702	$482,381	$915	$483,296	$36,594	$35,382	$518,678
Sheffield-Calahaln	$84,617,669	$136,044	$135,129	$915	$136,044	$0	$73,956	$210,000
Smith Grove	$1,176,925,661	$419,522	$464,086	$915	$465,001	$45,479	$35,382	$500,383
Wm. R. Davie	$225,910,309	$136,044	$135,129	$915	$136,044	$0	$73,956	$210,000
Davie Rescue		$136,044	$135,129	$915	$136,044	$0	$73,956	$210,000
Courtney*	$36,590,494	$14,440	$14,429	$915	$15,344	$904	$29,272	$30,187
Lone Hickory*	$13,654,197	$5,678	$5,385	$915	$6,300	$622	$10,582	$11,497
Scotch Irish*	$19,379,193	$8,118	$7,642	$915	$8,557	$439	$17,441	$18,356
Total	$4,645,287,150	$2,702,547	$2,805,867	$14,640	$2,820,507	$117,960	$903,001	$3,696,052

Advance Fire Department

Center Fire Department

Cooleemee Fire Department

Fork Fire Department

Sheffield-Calahaln Fire Department

William R. Davie Fire Department

County Line Fire Department

Cornatzer-Dulin Fire Department

Jerusalem Fire Department

Mocksville Fire Department

Farmington Fire Department

Smith Grove Fire Department

Courtney Fire Department

Scotch Irish Fire Department

Lone Hickory Fire Department

Davie County Rescue Squad

Signatures by the authorized Department Representative indicate they are in agreement with the $903,000.00 distribution presented in the spreadsheet above. The Departments listed request the Davie County BOC approve this distribution and make it effective July 1.2021.

FY2021-2022 Fire & Rescue Budget with Fire Association agreed amounts-Revised

Fire District Code	*Department*	*Tax Base*	*Total Value*	*Approved Tax Rate - 4 cents*	*MV Tax*	*FY21-22 Budget*	*Effective Tax Rate per $100*
	Advance Municipal	71,416,580	71,416,580	$28,160.99		$66,569.00	$0.09
02	Center	125,327,319	125,327,319	$49,419.07		$212,111.00	$0.17
04	Cooleemee	98,881,899	98,881,899	$38,991.11		$212,111.00	$0.21
05	Cornatzer Dulin	123,947,462	123,947,462	$48,874.96		$212,111.00	$0.17
06	County Line	85,860,705	85,860,705	$33,856.59		$212,111.00	$0.25
07	Courtney * $.08	36,590,494	36,590,494	$28,857.00		$30,191.00	$0.08
08	Farmington	292,540,040	292,540,040	$115,354.39		$212,111.00	$0.07
09	Fork	194,206,345	194,206,345	$76,579.45		$212,111.00	$0.11
10	Jerusalem	219,334,947	219,334,947	$86,488.16		$212,111.00	$0.10
11	Lone Hickory * $.075	13,654,197	13,654,197	$10,096.00		$11,501.00	$0.08
12	Mocksville	989,770,386	989,770,386	$390,286.26		$520,789.00	$0.04
12r	Mocksville Rural	233,552,781	233,552,781	$92,094.53			$0.04
13	Scotch Irish * $.09	19,379,193	19,379,193	$17,194.00		$18,360.00	$0.09
14	Sheffield Callahaln	84,617,669	84,617,669	$33,366.44		$212,111.00	$0.25
15	Smith Grove	1,176,925,661	1,176,925,661	$464,085.33		$502,494.00	$0.04
16	William R Davie	225,910,309	225,910,309	$89,080.95		$212,111.00	$0.09
	Davie Co. Rescue		-			$212,111.00	
	Totals	3,991,915,987	3,991,915,987	$1,602,785.22		**$3,271,014.00**	$0.081
		98.58% Collection rate from FY20 audit					
01	Advance Rural **	653,371,163	653,371,163	$257,637.32	$23,501.02	$281,139.00	$0.0395
01	Advance Rural **	653,371,163	653,371,163	$157,029.94	$14,323.87	$171,354.00	$0.0241
						$452,493.00	
						$3,723,507.00	

* Out of County Departments

** Advance Fire will be paid based on actual collections received by the Tax Department

Fire Association Dues of $915 have been added to each department

7/8/2021

Attachment: FY2021-2022 Fire & Rescue Budget with Fire Association agreed amounts-Revised (Fire

DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: July 12, 2021

Department: Development Services - Inspections, Public Buildings

Resource Person: Amy Flyte

ISSUE/ACTION REQUESTED:
Zoning Map Amendment 2021-05 Block House Properties

BACKGROUND/PURPOSE OF REQUEST:

A. **Zoning Map Amendment 2021-05.** Block House Properties LLC have applied to rezone 6.68 acres of land from Residential 20 (R-20) and Residential Agricultural (R-A) to Industrial 2 (I-2). The subject property is located at 1765 Peoples Creek Road and is further described as Davie County Tax Map G8120B000302.

FISCAL IMPACT: <Insert Info Here>

COUNTY MANAGERS; RECOMMENDATION:
<County Manager Comments Here>

ATTACHMENTS:
BOC_packet_Mossman_20210712

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 **Monday July 12, 2021 at 6:00pm** to hear the following requests:

> **Zoning Map Amendment 2021-05.** Block House Properties LLC have applied to rezone 6.68 acres of land from Residential 20 (R-20) and Residential Agricultural (R-A) to General Industrial (G-I). The subject property is located at 1765 Peoples Creek Road and is further described as Davie County Tax Map G8120B000302.

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:
July 1 2021
July 8, 2021

Davie County
ZONING MAP AMENDMENT 2021-05 **Submittal Date**
Block House Properties LLC **March 5, 2021**

STAFF REPORT TO THE BOARD **Planning Staff**
April 27, 2021 Meeting Date Amy Flyte

I. REQUEST

To rezone 6.68 acres of land from Residential 20 (R-20) and Residential Agricultural (R-A) to General Industrial (G-I) to match the existing 2 acres of G-I zoning on the property.

Note: the property was formally labeled I-2.

II. PROJECT LOCATION

The subject property is located at 1765 Peoples Creek Road and is further described as Davie County Tax Map G8120B000302.

III. PROJECT PROFILE

DAVIE COUNTY PIN: G8120B000302

ZONING DISTRICT: Residential-20 (R-20) and Residential Agricultural (R-A)

LAND USE PLAN: Commercial

WATERSHED: N/A

CROSS REFERENCE FILES: N/A

APPLICANT: Block House Properties LLC

PROPERTY OWNER: John Van Eendenburg & Victoria Mossman-Van Eedenburg

PROPERTY SIZE: 8.69 total

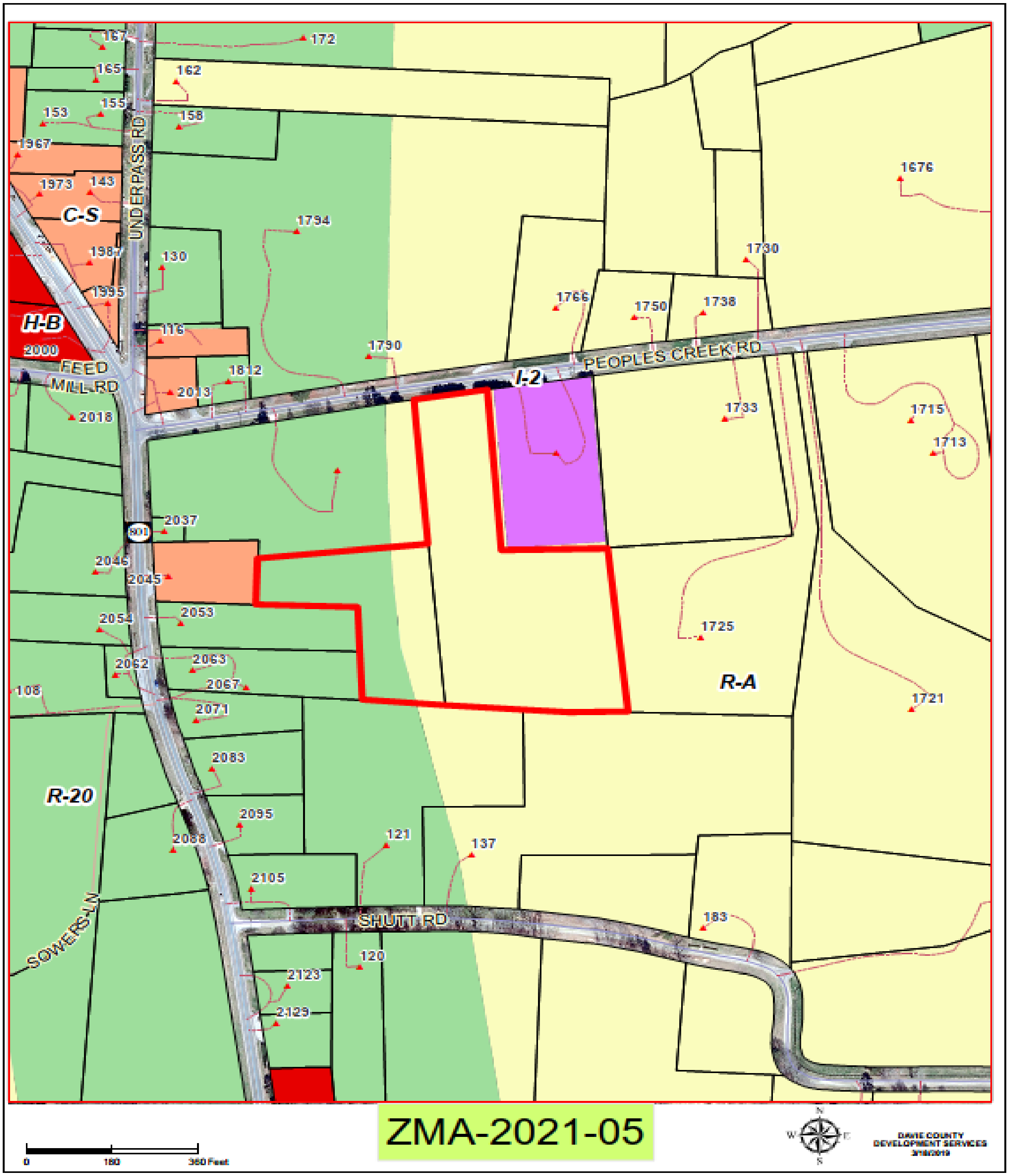
CURRENT LAND USE: Industrial—Pro Tool Inc.

PROPOSED LAND USE: Industrial

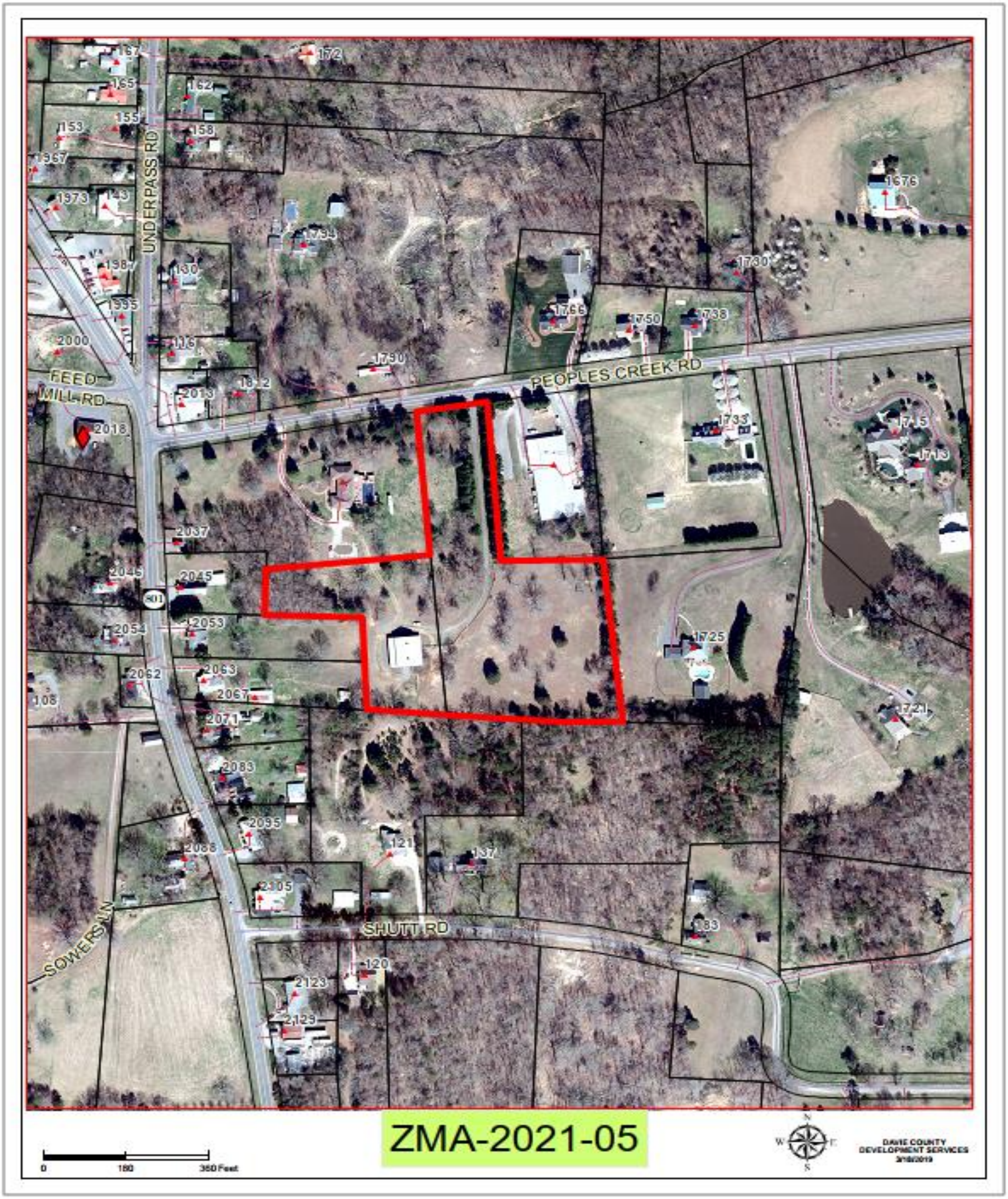
PROJECT SETTING – SURROUNDING ZONING DISTRICTS AND LAND USES

DIRECTION	LAND USE	ZONING
North	Residential	R-A
West	Residential, Commercial	R-A, R-20, C-S
South	Residential	R-A
East	Residential	R-A

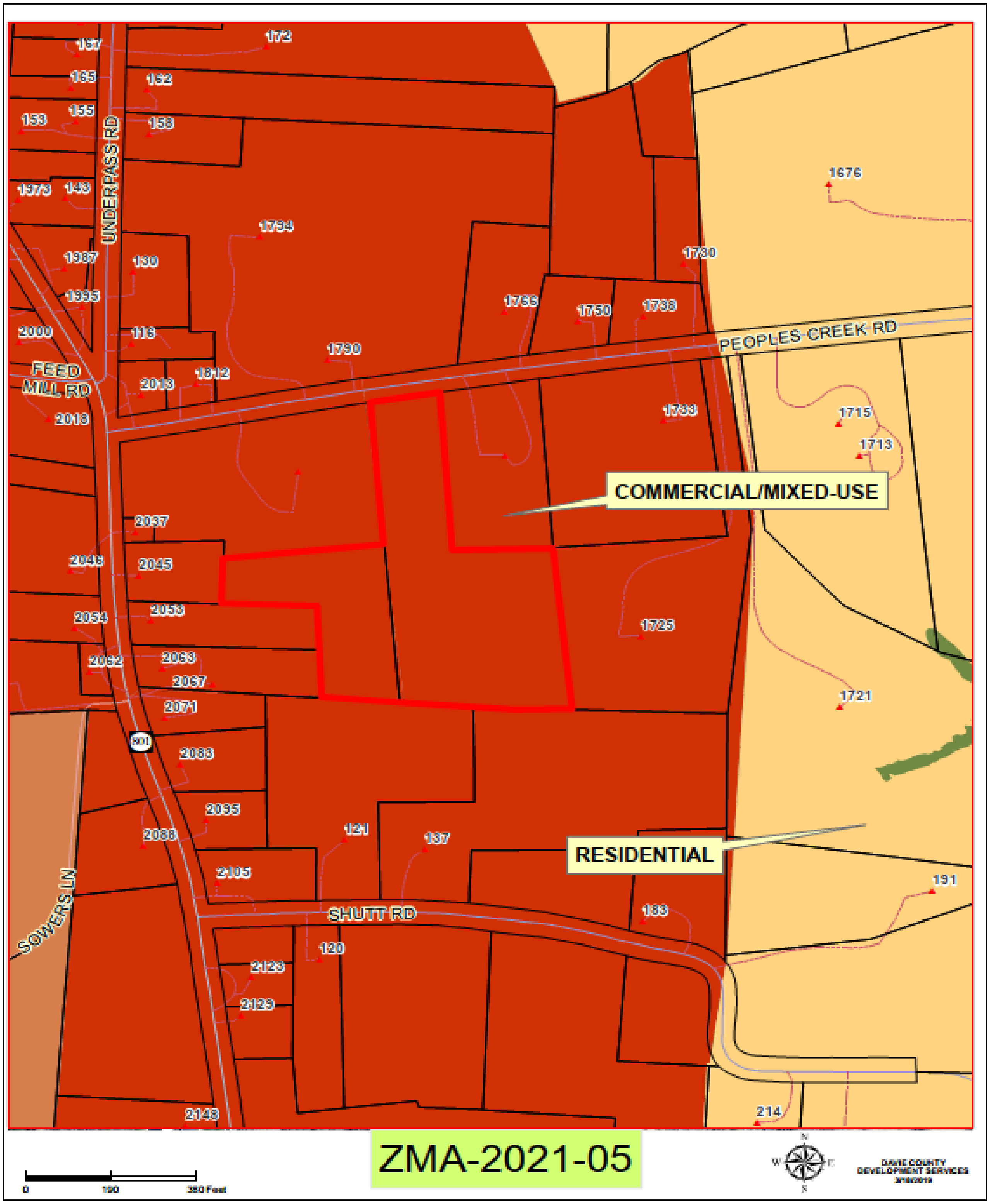
IV. Zoning Map



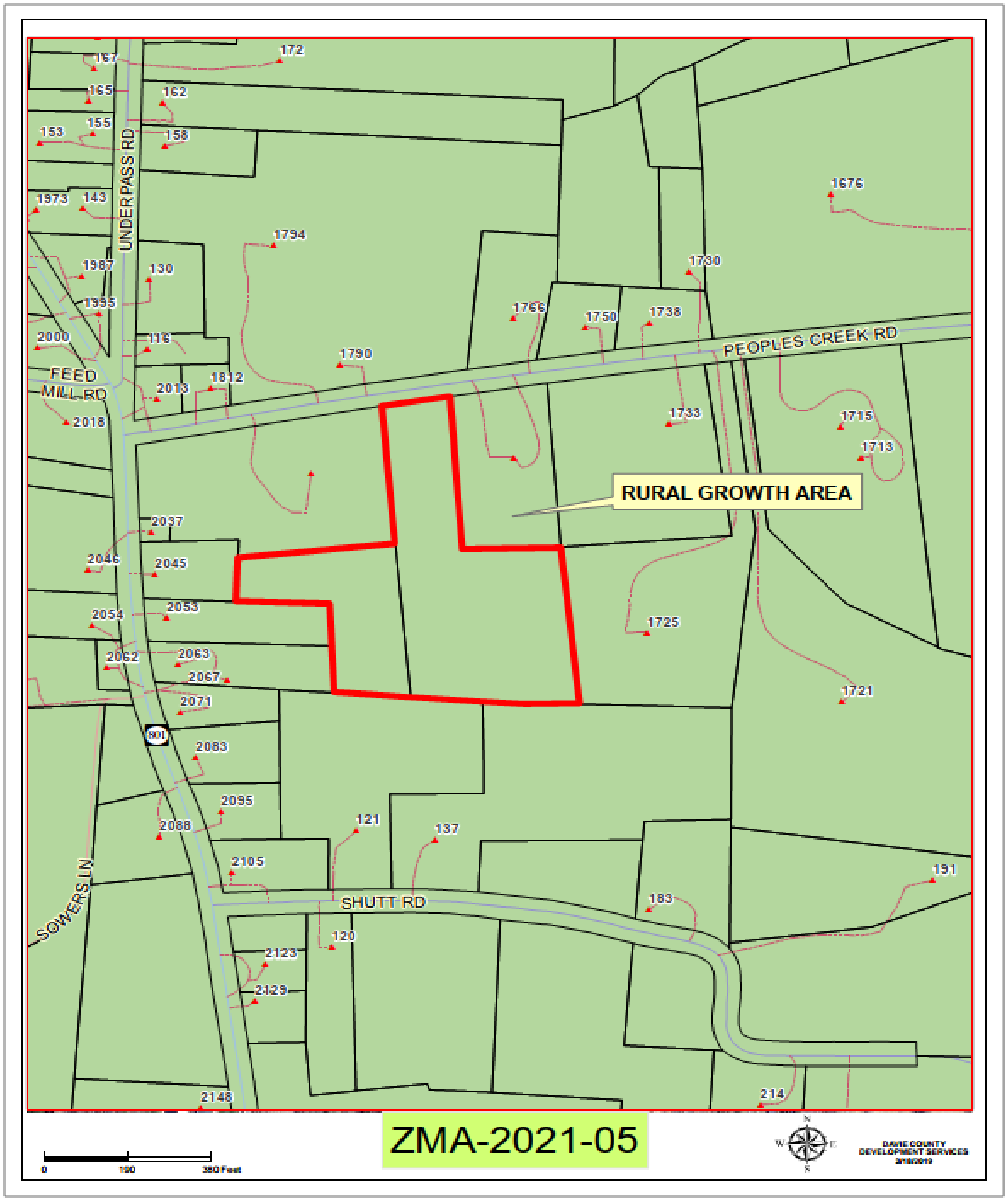
V. 2018 Aerial Map



VI. Comprehensive Plan Map



VII. Davie County Growth Enhancement Strategy Map



VIII. LAND USE/ ZONING HISTORY

- **1973:** The properties are originally zoned Residential 20 & Residential Agricultural (R-A).
- **1986:** Two acres are zoned Industrial.

A. Proposed Zoning
General Industrial. The General Industrial District is established for manufacturing, distribution, warehousing, processing and related uses whose operating characteristics limit their effects on adjacent uses.

B. Utilities
Public water is available.

C. Davie County Comprehensive Plan
The property is located in an area designated as Commercial/Mixed Use. The land use category presented on the future land use map are intended to indicate the predominant land uses for that particular area of the county. It is not a map of zoning district but is a general geographical guide for land use and development.
The Davie County Comprehensive plan describes the Commercial Mixed use area as including shopping, retail, services, offices and other commercial business, along with other intensive land uses compatible with commercial business, including medium to high density residential, civic or light industrial uses and where roads, water and sewer can support those activities.

The Comprehensive Plan future development policy recommendations state:

- Incentivize development near infrastructure (e.g. roads, water and sewer) to reduce growth demand on prime agricultural farmlands by allowing increased density
- 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 the location and design of parking and loading areas is well integrated into the overall development site and is designed to minimize negative visual and operational offsite impacts whenever practicable.
- 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.
- Encourage mixed use industrial or business development to allow residential development on portions of new development or redevelopment.

E. 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 General Industrial 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 properties potential as an expansion of existing industrial development site and existing 2 acres of G-I zoning on the property.
2. The properties potential as an agricultural/residential site.
3. 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.
4. Whether the proposed reclassification is consistent with the purposes, goals, objectives, and policies of adopted plans for the area.
5. Whether the proposed reclassification is consistent with the overall character of existing development in the immediate vicinity of the subject property.
6. Applicable Zoning Ordinance Sections: The following sections of the Zoning Ordinance are applicable to this request: §155.125(B) Table of Uses; 155.161 and, §155.250-253 Changes and Amendments.

XI. PLANNING BOARD RECOMMENDATION

The Planning Board heard the request at their April 27th meeting and during public comment only heard from the applicant. The Board voted 7-0 to recommend approval of the request (see attached minutes).

XII. BOARD ACTION

The Board should consider one of the following actions:

Rezoning

☐ **Move that the following statement be adopted in support of a Motion to Approve**;

The proposed zoning amendment is consistent with the Davie County Comprehensive Plan because:

1. The property is designated commercial/mixed use on the 2019 plan.

Therefore, we find this zoning amendment is reasonable and in the public interest because it supports the Comprehensive Plan policies and maps above and because:

1. The property's location near other commercially and industrial zoned property.
2. The proposed amendment will provide an opportunity for an existing business in Davie County to expand and increase the tax base.
3. All development of the parcel would be subject to the requirements of the Zoning Ordinance that would include screening, setbacks, height limitations, building inspections, and other development criteria including any other state permitting such as the Department of Transportation.

☐ **Move that the following statement be adopted in support of a Motion to Deny**,

The proposed zoning amendment is not consistent with the Davie County Comprehensive Plan because:

1.

Therefore, we find this zoning amendment is unreasonable and not in the public interest because it does not support the Comprehensive Plan policies and maps above and because:

1. The amendment does not protect the areas residential rural historic character.
2. The proposed amendment is incompatible with the surrounding residential structures.
3. The amendment will have detrimental effects and will not protect or enhance a high quality of life and image enjoyed by area residents due to…….

☐ **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

DAVIE 1836 COUNTY

To: Board of County Commissioners of Davie County **Date:** 03 / 15 /2021

Applicant's Name: Block House Properties, LLC
Applicant's Address: 447 Seaford Rd
Advance, North Carolina 27006

Address and brief description of the property
To be rezoned or amendment to be made:

Tax Map: ______
Parcel(s): Pt 5880304216

Tract 2A, 2B, 2C - 8.690 Ac , Plat Book 13 Page 337

Applicant's interest in the property: ☒ **Ownership** ☐ **Lease Agreement** ☐ **Other (explain below)**

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.

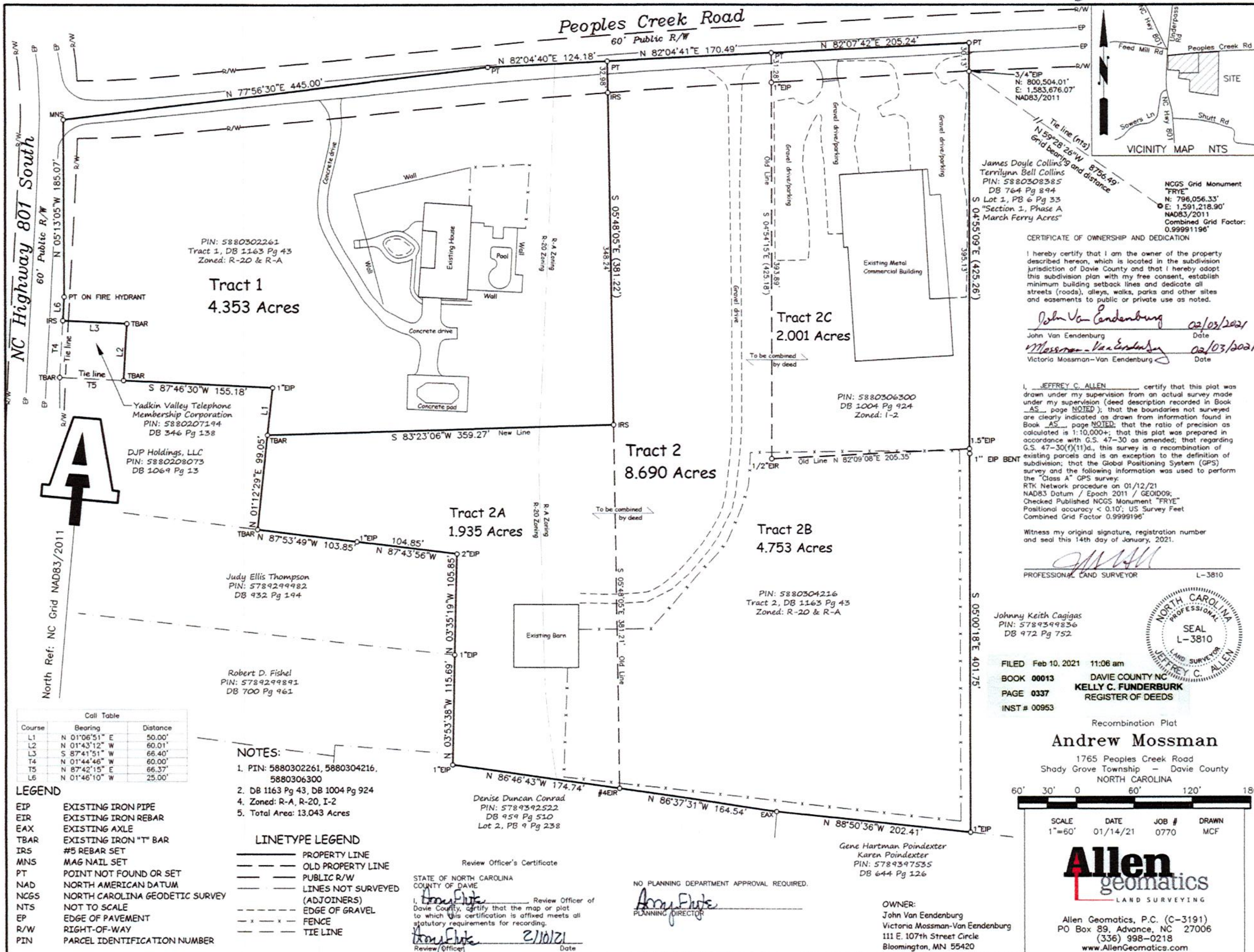
Type of rezoning requested: **From:** R20 & RA **To:** I-2

(or brief description of request): Combine Zoning Of Tract 2A and 2B with Tract 2C To Create One Zoning Of Tract 2

Reason(s) for the requested rezoning: Expansion of ProTool Company, Inc

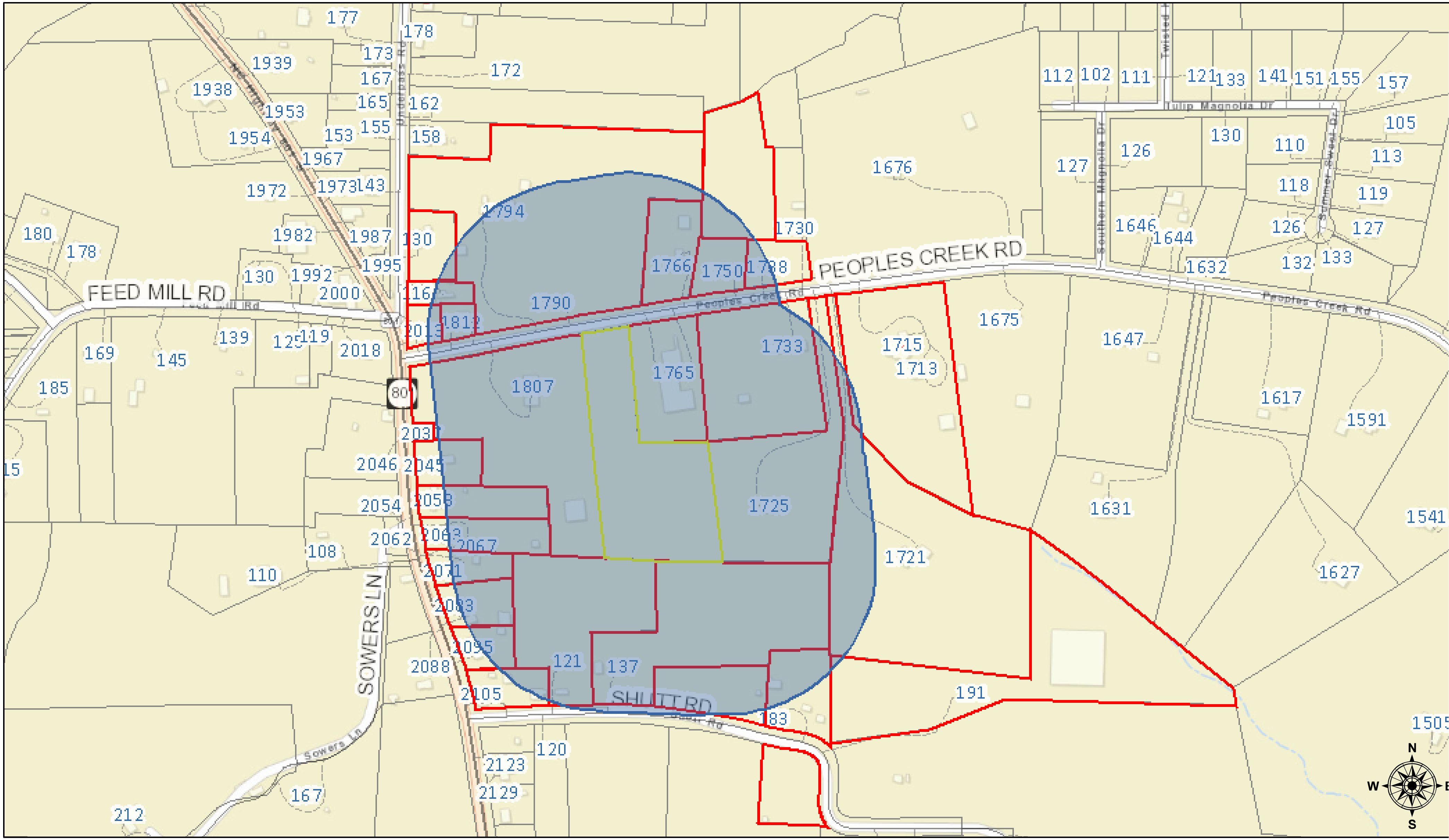
Applicant's Signature: [signature] **This the** 15 **day of** March , 2021
(Applicant)

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.



Attachment: BOC_packet_Mossman_20210712 (Zoning Map Amendment 2021-05 Block House Properties)

parcels labels mailed



March 19, 2021

	Address		Watershed Structure		COOLEEMEE
	Driveways	**City Limit**			BERMUDA RUN
	Parcels		MOCKSVILLE		County Line

1:6,418

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

Attachment: BOC_packet_Mossman_20210712 (Zoning Map Amendment 2021-05 Block House

2021

RIDDLE PEGGY J
1446 YADKIN VALLEY ROAD

ADVANCE, NC 27006-0000

WINTERS ANDREA SMITH
1750 PEOPLES CREEK ROAD

ADVANCE, NC 27006-0000

FISHEL ROBERT D
2063 US HIGHWAY 801 SOUTH

ADVANCE, NC 27006-0000

COLLINS JAMES DOYLE
1733 PEOPLES CREEK ROAD

ADVANCE, NC 27006-0000

LAPIEJKO KENNETH J
1715 PEOPLES CREEK RD

ADVANCE, NC 27006-0000

REINERT JARED DAVID
2105 HIGHWAY 801 SOUTH

ADVANCE, NC 27006-0000

VARTECH SYSTEMS INC
249 SHUTT ROAD

ADVANCE, NC 27006

NIFONG AUDREY M
1766 PEOPLES CREEK ROAD

ADVANCE, NC 27006

HOWARD PATRICIA
2071 S NC HWY 801

ADVANCE, NC 27006

CAGIGAS JOHNNY KEITH
1725 PEOPLES CREEK ROAD

ADVANCE, NC 27006

POINDEXTER GENE HARTMAN
228 SHUTT ROAD

ADVANCE, NC 27006-7432

BARNEY RONALD L
PO BOX 228

ADVANCE, NC 27006-0228

VAN EENDENBURG JOHN
111 EAST 107TH ST CIRCLE

BLOOMINGTON, MN 55420

PHILLIPS GREGORY DELL
261 PEBBLESTONE CT

LEXINGTON, NC 27295-0000

MARKLAND CARLETON L
P O BOX 2142

ADVANCE, NC 27006-0000

Block House Properties LLC
447 Seaford Road
Advance, NC 27006

VARTECH SYSTEMS INC
6399 AMP DRIVE

CLEMMONS, NC 27012

VAN EENDENBURG JOHN
1807 PEOPLES CREEK RD

ADVANCE, NC 27006-7454

DJP HOLDINGS LLC
267 PEOPLES CREEK ROAD

Advance, NC 27006

THOMPSON JUDY ELLIS
411 ORCHARD PARK DRIVE

BERMUDA RUN, NC 27006-0000

JOHNSON ZACHARY T
1738 PEOPLES CREEK RD

ADVANCE, NC 27006-7453

HILTON BREMON DANE
1721 PEOPLES CREEK RD

ADVANCE, NC 27006-7453

MYERS DEBORAH MONTGOMERY
2083 NC HIGHWAY 801 S

ADVANCE, NC 27006-7419

CONRAD DENISE DUNCAN
121 SHUTT RD

ADVANCE, NC 27006

LAKEY BETTY MULLIS
159 MAPLEVALLEY RD

ADVANCE, NC 27006

Minutes of the
Davie County Planning Board Regular Meeting
Brock Auditorium: 622 N. Main Street
April 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	Present
Wendy Gallimore	Board Member	Present
Alan Miller	Alternate Member	Present
Tamara Taylor	Alternate Member	Absent

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

B. APPROVAL OF THE MINUTES: REGULAR MEETING – MARCH 23, 2021

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

C. PUBLIC COMMENT

There were none.

D. **ZONING MAP AMENDMENT 2021-03.** Clayton Properties Group have applied to rezone 3.963 acres of land consisting of two tracts of land from Residential 20 & Residential Agricultural, Quality Design Overlay (R-20, R-A, QD-O) to Residential 8 (R-12 QD-O). The subject properties are located adjacent to 470 NC HWY 801 N and are further described as Davie County Tax Maps C70000010901 & C7140A008. These properties are part of the Brayden at Bermuda Run neighborhood project.

Andrew Meadwell introduced the item.

Chairman Allen opened the public comment period to those speaking in favor.

1. Ken Caper, representative for the applicant Clayton Properties Group, outlined the project and answered questions.

Chairman Allen opened the public comment period to those speaking in opposition.

There was none.

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 Land Development Plan and Growth Enhancement Strategy because it is in harmony with the surrounding residential area and uses and promotes increased density on lots serviced by public utilities.

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

E. <u>ZONING MAP AMENDMENT 2021-04.</u> KSRV LLC by Rick King have applied to rezone approximately 3 acres of land from Residential 20 Quality Design Overlay (R-20 QD-O) to Highway Business (H-B). The subject property is located at 123 Juney Beauchamp Road and is further described as Davie County Tax Map E700000041.

Andrew Meadwell introduced the item.

Chairman Allen opened the public comment period to those speaking in favor.

1. Rick King, the applicant, outlined the project and answered questions.

Chairman Allen opened the public comment period to those speaking in opposition.

There was none.

Chairman Allen closed the public comment period.

Jeff Vaughn 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:	Jeff Vaughn
SECONDER:	Ellen Grubb
AYES:	Grubb, White, Wright, Allen, Vaughn, Gallimore, Miller
ABSENT:	Taylor

F. **ZONING MAP AMENDMENT 2021-05.** Block House Properties LLC have applied to rezone 6.68 acres of land from Residential 20 (R-20) and Residential Agricultural (R-A) to Industrial 2 (I-2). The subject property is located at 1765 Peoples Creek Road and is further described as Davie County Tax Map G8120B000302.

Andrew Meadwell introduced the item.

Chairman Allen opened the public comment period to those speaking in favor.

1. Andy Mossman, the applicant, outlined the project and answered questions.

Chairman Allen opened the public comment period to those speaking in opposition.

There was none.

Chairman Allen closed the public comment period.

Ellen Grubb 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 several applicable adopted plans and considers the action to be reasonable and in the public interest; that said approval furthers the goals, objectives, actions. maps and policies of the Comprehensive Plan because it is in harmony with the surrounding area and uses, and fits within the County's future land use plans as it is designated commercial on the land use map and it is in the vicinity of commercially & industrial zoned property.

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

G. **ZONING TEXT AMENDMENT 2021-01.** The Board will review a text amendment to the Zoning Ordinance in sections 155.120, 155.125, 155.147, 155.160, and 155.171 regarding use requirements.

Andrew Meadwell introduced the item.

Chairman Allen opened the public comment period to those speaking in favor.

There was none.

Chairman Allen opened the public comment period to those speaking in opposition.

There was none.

Chairman Allen closed the public comment period.

Alan Miller 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 Land Development Plan and Growth Enhancement Strategy by clarifying industrial uses and standards from a ranking system to a simpler classification system.

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

H. OLD OR NEW BUSINESS

There was none.

I. ADJOURNMENT

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

Development & Facilities Services

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

Written Recommendation from Planning Board
April 27, 2021 Meeting

A. **Zoning Map Amendment 2021-03.** Clayton Properties Group have applied to rezone 3.963 acres of land consisting of two tracts of land from Residential 20 & Residential Agricultural, Quality Design Overlay (R-20, R-A, QD-O) to Residential 8 (R-12 QD-O). The subject properties are located adjacent to 470 NC HWY 801 N and are further described as Davie County Tax Maps C70000010901 & C7140A008. These properties are part of the Brayden at Bermuda Run neighborhood project.

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 Land Development Plan and Growth Enhancement Strategy because it is in harmony with the surrounding residential area and uses and promotes increased density on lots serviced by public utilities.

B. **Zoning Map Amendment 2021-04.** KSRV LLC by Rick King have applied to rezone approximately 3 acres of land from Residential 20 Quality Design Overlay (R-20 QD-O) to Highway Business (H-B). The subject property is located at 123 Juney Beauchamp Road and is further described as Davie County Tax Map E700000041.

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.

C. **Zoning Map Amendment 2021-05.** Block House Properties LLC have applied to rezone 6.68 acres of land from Residential 20 (R-20) and Residential Agricultural (R-A) to Industrial 2 (I-2). The subject property is located at 1765 Peoples Creek Road and is further described as Davie County Tax Map G8120B000302.

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 several applicable adopted plans and considers the action to be reasonable and in the public interest; that said approval furthers the goals, objectives, actions. maps and policies of the Comprehensive Plan because it is in harmony with the surrounding area and uses, and fits within the County's future land use plans as it is designated commercial on the land use map and it is in the vicinity of commercially & industrial zoned property.

This reflects the recommendation of the Planning Board.

Attest:

____
Jeffrey Allen, Chairman
Davie County Planning Board

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
June 2, 2021 9:00 AM

MINUTES
Special Called Meeting

I. Call to Order

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

II. Invocation - The Invocation for this meeting was offered by Commissioner Jones.

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

IV. 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."

V. Discussion

Chair Renegar began the discussion in reference to the Behavioral Health Contract with Cardinal Innovations and the current dissatisfaction with their services. Several questions were asked by the Commissioners and Health and Human Services Director, Suzanne Wright, offered information about discussions which have occurred and the performance of Cardinal Innovations. Ms. Wright has asked various Local Management Entities/Managed Care Organizations (LME/MCOs) to submit a proposal.

County Manager, David Bone, then offered his concerns about Cardinal Innovations. He stated our concerns include communication and lack of follow through. He added that while some improvements have been, the changes have not been to our satisfaction.

The next 60 days instructions are to continue to engage with Sandhills and Vaya/Cardinal and to again ask Partners to consider submitting a proposal.

A motion was made by Commissioner Jones to adopt the Resolution authorizing the County Manager to begin the process of possible disengagement with Cardinal Innovations.

Commissioner Poindexter seconded the motion. All were in favor, and the motion passed 5-0 (Renegar, Blakley, Finney, Jones, Poindexter).

VI. Adjourn

Vice Chair Blakley made a motion to adjourn the meeting at 9:39 a.m. Commissioner Poindexter seconded the motion. All were in favor, and the motion passed 5-0 (Renegar, Blakley, Finney, Jones, Poindexter).

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
June 2, 2021 10:00 AM

MINUTES
Special Called Meeting

I. Call to Order

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

II. Invocation - Chair Renegar offered the Invocation for this meeting.

III. Pledge of Allegiance - Chair Renegar led the Pledge of Allegiance.

IV. 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."

V. Discussion

County Manager, David Bone, began the discussion about the budget. He stated there were comments received from the individual Commission meetings and as a result of those meetings, modifications were made to the draft budget, which then became the Manager's proposed budget. Details were sent out after those individual meetings in reference to fire department funding. Several options were offered for Fire Department Funding Distribution:

Option #1:

- Increase minimum allocations to the in-county fire departments to $160,000.
- Increase minimum allocations to out-of-county fire departments to $20,000.
- Dedicate $120,000 for performance incentives for in-county departments (suggested metrics at this time involve certifications for firefighters and EMTs).
- Create a Capital Fund (equal to 1-cent on the tax rate, or $516,000).

Option #2:

- Increase minimum allocations to the in-county fire departments to $176,044.
- Increase minimum allocations to out-of-county fire departments to $20,000.
- Address the fire protection provided to nontaxable structures (schools and hospital) by distributing $130,000 to primary and secondary departments that respond to these facilities ($10,000 per facility)
- Address the coverage area protected by the larger departments by distributing the remaining $343,201 to Advance, Mocksville, and Smith Grove, based on the significant tax values of the properties served.

The above options were discussed by the Commissioners along with other various scenarios for Fire Department Funding. A consensus was not reached in reference to Fire Funding, however, discussions will continue.

County Attorney, Ed Vogler, mentioned the County is currently out of policy for fund balance and must have a written policy to get back into compliance. Assistant County Manager, Robin West, advised there is a plan being proposed, and a Resolution will be included on the June 7th agenda addressing this issue.

VI. Adjourn

Vice Chair Blakley made a motion to adjourn this meeting at 11:15 a.m. Commissioner Poindexter seconded the motion. All were in favor, and the motion passed 5-0 (Renegar, Blakley, Finney, Jones, Poindexter).

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

County Manager
David Bone
Brock Performing Arts Center
622 N Main Street
Mocksville, NC 27028
June 7, 2021 6:00 PM

MINUTES
Regular Meeting

1. Meeting Called to Order - Chairman Renegar

Attendee Name	Title	Status	Arrived
Terry N. Renegar	Chair	Present	6:00 PM
James Blakley	Vice-Chairman	Present	6:00 PM
Benita Finney	Commissioner	Present	6:00 PM
Mark S. Jones	Commissioner	Present	6:00 PM
Richard B. Poindexter	Commissioner	Present	6:00 PM

2. Invocation - Commissioner Jones offered the Invocation for this evening's meeting.

3. Pledge of Allegiance - Chair Renegar led the Pledge of Allegiance.

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

Vice Chair Blakley made a motion to adopt the agenda. Commissioner Finney seconded the motion. All were in favor, and the motion passed 5-0 (Renegar, Blakley, Finney, Jones, Poindexter).

6. Public Comment Period

There were 7 individuals who signed up to speak this evening.

1) William Vaughn - spoke against the Planning Boards decision to rezone the Wells Fargo property.

2) Todd Naylor - spoke on behalf of a group of several Fire Departments. Mr. Naylor said the group was appreciative of the increase in funding in the upcoming fiscal year for the Fire Departments. However, the group would like to participate in the discussions on how this new funding will be shared.

3) Don Vernon - spoke against the re-zoning of the Wells Fargo property.

4) Jack Koontz - who is a retired National Guard Member, thanked the County for fixing the lighting on the memorial.

5) Billy McDaniel - stated that the County needs to spend money equally for the Fire Departments.

6) Lisa Motley - spoke against the re-zoning of the Wells Fargo property.

7) Alice Brown - spoke about the need for Spanish speaking law enforcement and not having politicized law enforcement as well as having accountability.

7. Presentations

Commissioner Finney made a motion to conduct an informal work session to discuss the allocation for fire funding. Commissioner Jones seconded the motion. All were in favor, and the motion passed 5-0 (Renegar, Blakley, Finney, Jones, Poindexter).

The 2019-2020 audit Presentation was introduced by Assistant County Manager, Robin West and discussed by Kelly Gooderham, Audit Manager, Martin, Starnes. Ms. Gooderham stated the audit was submitted and approved by the Local Government Commission. Ms. Gooderham mentioned that there was one finding due to the timeliness of the audit. Ms. West stated it was a challenging year due to COVID and the change in management.

8. Public Hearings

There were 5 Public Hearings:

Ed Vogler stated the rules of Public Comments during the Public Hearing.

1) Zoning Map Amendment 21-02: Wells Fargo Bank/Farmington Road, presented by Development and Facilities Director, Andrew Meadwell. Wells Fargo Bank has applied to rezone approximately 159 acres of a 201 acre parcel from Residential 20 Quality Design Overlay (R-20 QD-O) and Highway Business Quality Design Overlay (H-B-QD-O) to General Industrial Quality Design Overlay (G-I QD-O). The subject property is located at 2777 US Hwy 158 and is further described as the northern portion of Davie County Tax Map F500000053.

In 1973 the last zoning occurred for this piece of property. Current use is agriculture with a single family dwelling. The applicant is planning an industrial district. Public water is available, sewer is nearby and could be brought to the site. The Planning Board voted unanimously to approve the request. Questions were asked of Mr. Meadwell by the board.

The Public Hearing was opened at 6:43 p.m. by Chair Renegar.

Terry Bralley, Economic Development Director, spoke in favor of the proposed zoning map amendment. Mr. Bralley mentioned that he has shown the site for the past 20 years. He feels the proposed use for this property is very appropriate. The site is expected to be turned into an industrial park with speculative buildings.

Luke Dickey with Stimmel Associates, spoke in favor of the proposed zoning map amendment. Mr. Dickey stated a large portion of the site has access to sewer. He also mentioned 36 acres cannot be developed due to wetlands.

William Vaughn, who lives in the development Eagles Landing located near the site, spoke in opposition to the proposed changes to the site. Mr. Vaughn feels light commercial or mixed use are better for revenues, etc. Mr. Vaughn stated two board of commissioners should not vote as they are members of the Economic Board of Directors. Mr. Vaughn requested the proposed use for this land to not be approved.

Don Vernon who lives on Pudding Ridge Road spoke in opposition of the proposed changes to the site. Mr. Vernon is concerned about traffic on Farmington Road as there are many tractors traveling on Farmington Road. Mr. Vernon does not feel the growth of businesses to be a well thought out plan.

Steve Whitaker who lives within 1/4 mile of the site spoke in favor of the proposed zoning change as he would rather have an industrial site than a housing development. He also stated both he and his son feel this way.

Nick **unknown last name** who lives at Lake Myers spoke in opposition of the proposed changes. He stated he doesn't feel there is a vision or a plan. He stated revenue should be coming into the county but it hasn't come through yet.

Lola Jones Baker who is originally from Davie County spoke in opposition of the proposed changes. Ms. Baker stated she loves to drive on Highway 158 as it is beautiful. She loves Davie County and feels people come here to see its beauty.

Lisa Motley who lives near the Davie County High School spoke in opposition of the proposed changes. Ms. Motley stated she would like to have something that looks like it belongs. She feels the proposed changes will bring in a lot of traffic and wants the decision to be deferred.

With no one else coming forward, the Public Comments section closed at 7:29 p.m.

The Commissioners asked varied questions in reference to the Department of Transportation, set backs, and what the possible development of the property.

Commissioner Poindexter made motion to approve the zoning amendment. He stated, the proposed zoning amendment is consistent with the Davie County Comprehensive Plan because:

1. The property is designated industrial on the 2019 plan and previous versions of the plan.
2. The Comprehensive Plan policy goals to maintain a diverse industrial base as an integral part of Davie County's future growth and development and to ensure new industrial development has safe and reliable access to major highways.
3. The property is indicated as a primary growth area on the Growth Enhancement Strategy map within the Comprehensive Plan.

Therefore, we find this zoning amendment is reasonable and in the public interest because it supports the Comprehensive Plan policies and maps above and because:

1. The property's location next to the I-40 interchange.
2. The property's location near other commercially and industrial zoning property.
3. The availability of public infrastructure including water and sewer.

4. The proposed amendment will provide opportunities for businesses to locate in Davie County and increase the tax base.
5. All development of the parcel would be subject to the requirements of the Zoning Ordinance that would include screening, setbacks, height limitations, building inspections, and other development criteria including any other state permitting such as the Department of Transportation.

Vice Chair Blakley seconded the motion. The motion passed 4-1 (In favor-Renegar, Blakley, Jones, Poindexter; Opposed Finney) .

2) Zoning Map Amendment 2021-03 Brayden at Bermuda Run, presented by Development and Facilities Director, Andrew Meadwell. Clayton Properties Group have applied to rezone 3.963 acres of land consisting of two tracts of land from Residential 20 & Residential Agricultural, Quality Design Overlay (R-20, R-A, QD-O) to Residential 8 (R-8 QD-O). The subject properties are located adjacent to 470 NC HWY 801 N and are further described as Davie County Tax Maps C70000010901 & C7140A008. These properties are part of the Brayden at Bermuda Run neighborhood project. A few questions were asked by the Commissioners.

The Public Hearing was opened at 7:50 p.m. by Chair Renegar. No one came forward to speak and the Public Comments portion was closed at 7:51. p.m. Vice Chair Blakley made a motion to approve the request, stating 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 Land Development Plan and Growth Enhancement Strategy because it is in harmony with the surrounding residential area and uses and promotes increased density on lots serviced by public utilities. Commissioner Poindexter seconded the motion. All were in favor, and the motion passed 5-0 (Renegar, Blakley, Finney, Jones, Poindexter).

3) Zoning Map Amendment 2021-04 Rick King, presented by Development and Facilities Director, Andrew Meadwell. KSRV LLC by Rick King have applied to rezone approximately 3 acres of land from Residential 20 Quality Design Overlay (R-20 QD-O) to Highway Business (H-B). The subject property is located at 123 Juney Beauchamp Road and is further described as Davie County Tax Map E700000041. The proposed use is for storage of campers.

The Public Comments portion of the Hearing was opened at 7:55 p.m. by Chair Renegar. Rick King came forward to speak and is in favor of the proposed change as he plans to offer it as storage of campers. No one else came forward to speak and the Public Comments were closed at 7:56 p.m.

Vice Chair Blakley stated that he moves 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 fits within the County's future land use plans as it is designated commercial on the land use map and it is in the vicinity of commercially zoned property. Commissioner Poindexter seconded the motion. All were in favor, and the motion passed 5-0 (Renegar, Blakley, Finney, Jones, Poindexter).

4) Fiscal year 2021-2022 Budget Presentation and Public Hearing presented by County Manager, David Bone, Assistant County Manager, Robin West and Budget and Strategy Director, Cindy Chapman.

The Public Hearing was opened at 8:28 p.m. by Chair Renegar. No one came forward to speak. The Public Comments were closed at 8:29 p.m. The Commissioners thanked staff for their hard work with the budget and proud that the Fire Departments will be receiving an increase in their funding.

Vice Chair Blakley made the motion to approve the 21-22 budget. Commissioner Poindexter seconded the motion. All were in favor, and the motion passed 5-0 (Renegar, Blakley, Finney, Jones, Poindexter).

5) Fiscal year 2022-2026 - Capital Improvement Plan was presented by Assistant County Manager, Robin West. The Public Hearing was opened at 8:39 p.m. by Chair Renegar. Jason Keaton from William R Davie Fire Department stated his disappointment with the budget as he saw no funding for improvements with the fire departments. There were no other citizens who came forward. The Public Comments portion of the Public Hearing was closed at 8:41 p.m.

The Commissioners expressed their desire to have discussions about fire funding to address capital needs.

Commissioner Jones made a motion to approve the Capital Improvement Plan 2022-2026. Vice Chair Blakley seconded the motion. All were in favor, and the motion passed 5-0 (Reneger, Blakley, Finney, Jones, Poindexter).

9. Consent Agenda

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Benita Finney, Commissioner
SECONDER:	James Blakley, Vice-Chairman
AYES:	Renegar, Blakley, Finney, Jones, Poindexter

A. Approval of Minutes
   1. Board of Commissioners - Regular Meeting - May 3, 2021 6:00 PM
   2. Closed Session Minutes - 5/3/2021
   3. Board of Commissioners - Special Called Meeting - May 10, 2021 4:00 PM

B. Tax Reports, Releases and Refunds
   1. Releases, Refunds, and Percentage Reports

C. Appointments
   1. Board Re-Appointment Jury Commission - Allen Whitaker
   2. Board Re-Appointment - Juvenile Crime Prevention Council - Jennifer Custer, Julie Parker

D. Budget Amendments/Transfers
   1. Budget Amendments - June 2021

E. Contracts
   1. Contract to Audit Accounts for FY 2020-2021 (Martin Starnes and Associates)
   2. NCACC Risk Management Pool - Property, Liability, and Workers Comp Insurance
   3. Architectural and Engineering Services for the Davie County Detention Center

F. Equipment Deletion
   1. Deletion of Public Utilities Vehicles (4) Value of Each Vehicle $5000

G. Resolution
   1. Fund Balance Restoration Plan

10. County Manager's Report

County Manager, David Bone, offered the following report:

- As of May 27th, Davie County is a "Yellow" County in North Carolina's County Alert System, which means we still have "Significant Community Spread" of COVID-19.

- "Yellow" counties have a case rate between 20-100 new cases per capita in 14 days, with at least 21 cases in 14 days.

- As of June 4th, Davie County was down to 24 active cases.

- According to NC's COVID-19 dashboard (available at <https://covid19.ncdhhs.gov/dashboard/vaccinations>) today (June 6th), 43% (18,387 people) of the Davie County population has received at least a first vaccine dose through NC providers and the federal pharmacy programs, while 40% (16,964) of the population is fully vaccinated. The state averages are 44% for at least partially vaccinated and 40% for full vaccinations.

- COVID vaccinations are available by appointment at Davie County Health & Human Services (HHS). Call 336-753-6779 for an appointment.

- Due to ongoing concerns about Cardinal Innovations, its plan of action, and issues / progress in service delivery, the Board of Commissioners met on June 2, 2021 and passed a resolution directing me to begin the process of disengagement from Cardinal Innovations Healthcare, our current Local Management Entity / Managed Care Organization (LME/MCO).

- On June 1st (the day prior), it was announced that Cardinal Innovations and Vaya Health will be consolidating by July 1, 2022. Davie County wants to ensure the consolidation of Cardinal Innovations Healthcare and Vaya Health does not perpetuate the challenges experienced under Cardinal, so Davie County has communicated its intent to disengage from Cardinal, effective no later than June 30, 2022, consistent with applicable statutes and regulations.

- Davie County received its first installment ($4,161,167) of the American Rescue Plan funds on June 1st. These funds will be a part of the budget amendments approved tonight. The second installment is expected to be received in 12 months.

- The Water Supply Regionalization Project is proceeding well. A survey of the water treatment plant site has been completed. Survey field work for the transmission mains is ongoing.

- The East Davie Sewer project is nearing completion.

- The transition to the new phone system is proceeding. We expect to have all departments migrated to the new system by the end of August.

- The DMV Office will be closed from June 14th - 28th for floor replacement.

- June is National Safety Month, and county staff is involved in various safety training during the month of June, including CPR and AED training for all employees.

- At Davie County Community Park, the splash pad is open daily. Summer Specialty Camp registrations are open and filling up quickly.

- The first "Movies in the Park" held on 5/28 was a success, with nearly 100 participants. The next movie will be *Big Hero 6* on Friday, June 25 at 8:00p.m. (FREE)

- The first Summer Concert on 5/29 featuring *Love and Theft* was an outstanding show despite the rain most of the day.

    - **NEXT SPECIAL EVENT** - Food Truck Rodeo on Saturday, June 19 from 11:00 a.m. - 8:00 p.m. (live entertainment all day at the DC Amphitheater)

    - **NEXT SUMMER CONCERT** - Too Much Sylvia on Saturday, July 3 at 6:30 p.m. (small fireworks display after show)

    - **JULY 4TH FIREWORKS** - In 2020, COVID-19 crushed our plans for a Saturday July 4th fireworks. DAVIE COUNTY RESIDENTS…..WE DID NOT FORGET! The DCRP is proud to announce that we'll have a special "Fireworks Only" display at Rich Park on Sunday, July 4th at dark.

11. Old Business

The Davie County Recreation and Parks Alcohol Policy was discussed. Paul Moore, Recreation and Parks Director spoke of the changes made since the last meeting. He stated the ambiguity was removed, and many sections were tidied up and/or removed.

Vice Chair Blakley made a motion to approve the Recreation and Parks Ordinance 95.069. Commissioner Finney seconded the motion. All were in favor, and the motion passed 5-0 (Renegar, Blakley, Finney, Jones, Poindexter).

12. New Business - There was no New Business discussed this evening.

13. Commissioners' Comments

Each of the Commissioners offered closing remarks, thanked those in attendance, thanked staff for their hard work and wished all well.

14. Adjourn

Vice Chair Blakley made a motion at 8:58 p.m. to adjourn this evening's meeting. Commissioner Poindexter seconded the motion. All were in favor, and the motion passed 5-0 (Renegar, Blakley, Finney, Jones, Poindexter).

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
June 29, 2021 5:00 PM

MINUTES
Special Called Meeting

I. Call to Order

Attendee Name	Title	Status	Arrived
Terry N. Renegar	Chair	Present	5:00 PM
James Blakley	Vice-Chairman	Present	5:00 PM
Benita Finney	Commissioner	Present	5:00 PM
Mark S. Jones	Commissioner	Present	5:00 PM
Richard B. Poindexter	Commissioner	Late	5:17 PM

II. Pledge of Allegiance - Chair Renegar led the Pledge of Allegiance.

III. Invocation - Commissioner Jones offered the Invocation.

IV. 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."

V. Adopt Agenda

Vice Chair Blakley made a motion to adopt the agenda. Commissioner Jones seconded the motion. All were in favor, and the motion passed 4-0 (Renegar, Blakley, Finney, Jones).

VI. Discussion and Possible Vote on Local Management Entities-Managed Care Organization

Ms. Suzanne Wright, Health and Human Services Director, presented information on possible change in Local Management Entities-Managed Care Organization (LME-MCO). Cardinal has been the LME-MCO for past several years. They will be merging with Vaya. This announcement was made on June 1, 2021. On June 2nd, Davie County passed a resolution was passed to prepare and initiate the disengagement process with our current LME-MCO.

Three LME-MCO options were reviewed, Vaya, Partners Behavioral Health and Sandhills. All were great options. Partners initially was not interested in taking on Davie County as a client, but has since reconsidered. Each of the companies previously mentioned gave a presentation on their qualifications, etc. After those presentations, a decision was made by various stakeholders who decided to pursue an agreement with Partners Behavioral Health.

Rhett Melton, Partners Behavioral Health CEO, spoke and presented their mission focus, which is to be a partner to those whom they serve. Every County is handled different, as each County has different needs. Partners will not say yes to serving a County unless they feel they can serve all member counties within the guidelines of their mission.

Ms. Wright stated references have been checked and each person has praised Partners services and how quickly they respond to needs.

The Commissioners asked a few questions in reference to accountability. Mr. Melton was asked about the timetable. He stated the process starts with a 60 day comment period and moves forward from there (there are many steps involved in this process). He also stated the Secretary of State is looking to streamline the process.

Commissioner Poindexter made a motion to engage with Partners Behavioral Health as Davie County's LME-MCO as of 7/1. Commissioner Finney seconded the motion. All were in favor, and the motion passed 5-0 (Renegar, Blakley, Finney, Jones, Poindexter).

VII. Contract

Commissioner Jones made a motion to approve the In-Home Aide Services Contract. Commissioner Finney seconded the motion. All were in favor, and the motion passed 5-0 (Renegar, Blakley, Finney, Jones, Poindexter).

VIII. Resolution

Commissioner Finney made a motion to approve the Resolution - Accepting American Rescue Act Funds. Commissioner Poindexter seconded the motion. All were in favor, and the motion passed 5-0 (Renegar, Blakley, Finney, Jones, Poindexter).

IX. Closed Session

Vice Chair Blakley made a motion to enter into closed session at 5:27 p.m. Commissioner Poindexter seconded the motion. All were in favor, and the motion passed 5-0 (Renegar, Blakley, Finney, Jones, Poindexer).

A motion was made to enter back into regular session at 6:06 p.m. by Commissioner Poindexter. Vice Chair Blakley seconded the motion. All were in favor, and the motion passed 5-0 (Renegar, Blakley, Finney, Jones, Poindexer).

1. 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

2. NCGS 143-318.11(A)(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 (I) the Price and Other Material Terms of a Contract.

X. Resolution-In Re Purdue Pharma LP

Commissioner Poindexter made a motion to approve the Resolution - In Re Purdue Pharma LP. Vice Chair Blakely seconded the motion. All were in favor, and the motion passed 5-0 (Renegar, Blakley, Finney, Jones, Poindexter).

XI. Adjourn

Vice Chair Blakley made a motion to adjourn this evening's meeting at 6:08 p.m. Commissioner Poindexter seconded the motion. All were in favor, and the motion passed 5-0 (Renegar, Blakley, Finney, Jones, Poindexter).

DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: July 12, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:
Closed Session Minutes - June 29, 2021

BACKGROUND/PURPOSE OF REQUEST: Closed Session Minutes - June 29, 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: July 12, 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: Real and Personal releases: $7,777.45 County Real and Personal Refunds: $0.00 EMS releases: $2,452.13 NCVTS Refunds: $1,367.88

COUNTY MANAGERS; RECOMMENDATION:
<County Manager Comments Here>

ATTACHMENTS:
June Reports

COMMISSIONER APPROVAL OF RELEASES & REFUNDS

PROCESSED: MAY 15 2021 Thru JUNE 14 2021

REGULAR RELEASES	
MOTOR VEHICLE	$0.00
REAL & PERSONAL	$7,777.45
EMS	$2,452.13
TOTALS	$10,229.58

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

COUNTY GRAND TOTAL $10,229.58

PROCESSED: June 2021

NEW MOTOR VEHICLE SYSTEM REFUNDS (VTS)	
MOTOR VEHICLE NCVTS	$1,367.88

TERRY RENEGAR
CHAIRMAN OF THE BOARD
DAVIE COUNTY BOARD OF COMMISSIONERS

RUN DATE: 6/15/2021 9:51 AM

DAVIE COUNTY REFUND REPORT
REGULAR REFUND REPORT 5-15-2021-6-14-2021

PARAMETERS SELECTED FOR ACTIVITY REFUND REPORT:

TRANSACTION DATE RANGE: 05/15/2021 12:00:00 AM - 06/14/2021 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: 6/15/2021 9:51 AM

DAVIE COUNTY REFUND REPORT
REGULAR REFUND REPORT 5-15-2021-6-14-2021

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

RUN DATE: 6/15/2021 9:51 AM

DAVIE COUNTY REFUND REPORT
REGULAR REFUND REPORT 5-15-2021-6-14-2021

VOIDED REFUND AMOUNTS OF REFUNDS NOT IN 5/15/2021 - 6/14/2021

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

RUN DATE: 6/15/2021 9:54 AM

DAVIE COUNTY REFUND REPORT
VEHICLE REFUND REPORT 5-15-2021-6-14-2021

PARAMETERS SELECTED FOR ACTIVITY REFUND REPORT:
TRANSACTION DATE RANGE: 05/15/2021 12:00:00 AM - 06/14/2021 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: 6/15/2021 9:54 AM

DAVIE COUNTY REFUND REPORT
VEHICLE REFUND REPORT 5-15-2021-6-14-2021

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

RUN DATE: 6/15/2021 9:54 AM

DAVIE COUNTY REFUND REPORT
VEHICLE REFUND REPORT 5-15-2021-6-14-2021

VOIDED REFUND AMOUNTS OF REFUNDS NOT IN 5/15/2021 - 6/14/2021

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

PARAMETERS SELECTED FOR RELEASES REPORT:

TRANSACTION DATE/TIME RANGE: 05-15-2021 - 06-14-2021
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 5-15-2021-6-14-2021
DISTRICT/TYPE/FEE:
BATCH MONTH RANGE:
BATCH YEAR RANGE:
BATCH REAL TIME:
INCLUDE ONLY THOSE WITH RELEASE NUMBERS: No

REGULAR RELEASE REPORT 5-15-2021-6-14-2021
Davie County

NAME	BILL NUMBER		OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
8314725	2019-30253	DY: RP:	GARN	5/18/2021 11:05:36 AM			
BALDWIN SHIRLEY							
					C EMS GARN FEE	0.00	29.70
					C-EMS DELQ FEE	0.00	456.38
		PD THROUGH EMS BY INSURANCE AND ATTORNEY			TOTAL RELEASES:		486.08
8315117	2020-33032	DY: RP:	EMS2	5/18/2021 12:57:29 PM			
BURCH DIANNA							
					C EMS GARN FEE	0.00	60.00
					C-EMS DELQ FEE	0.00	965.72
		TERMED 3/1/2021			TOTAL RELEASES:		1,025.72
30797600	2020-26685	DY: RP:E900000322	RRiel	5/21/2021 1:27:37 PM			
GRIFFIN JAMES A							
					C GARNFEE	566,330.00	30.00
		$30 garn fee not $60			TOTAL RELEASES:		30.00
8313290	2020-29187	DY: PERSONAL PROPERTY	lpotts	5/18/2021 4:15:44 PM			
LYONS REGINALD WAYNE							
					FR08ADVLTAX	7,252.00	2.90
					FR08PEN FEE	7,252.00	0.29
					C ADVLTAX	7,252.00	53.52
					C PEN FEE	7,252.00	5.35
		MOBILE HOME WAS GIVEN AWAY FOR JUNK WAS NOT LIVEABLE. WAS NOT MOVED FROM 750 WYO RD TO PINEVILLE RD.			TOTAL RELEASES:		62.06
8312892	2020-29043	DY: PERSONAL PROPERTY	lpotts	5/18/2021 4:16:59 PM			
LYONS REGINALD WAYNE							
					FR08ADVLTAX	7,252.00	2.90
					FR08PEN FEE	7,252.00	0.29
					C ADVLTAX	7,252.00	53.52
					C PEN FEE	7,252.00	5.35
		MOBILE HOME WAS NOT LIVEABLE WAS GIVEN AWAY FOR JUNK.			TOTAL RELEASES:		62.06
82527089	2021-205027	DY:19RP:J20000003205	Heather B	6/9/2021 12:36:04 PM			
MARKLAND RAYMOND J							
					C ADVLTAX	229,870.00	1,696.44
					CI02ADVLTAX	229,870.00	666.62
					FR12ADVLTAX	229,870.00	91.95
		WRONG PARCEL			TOTAL RELEASES:		2,455.01
82527089	2021-205028	DY:20RP:J20000003205	Heather B	6/9/2021 12:35:42 PM			
MARKLAND RAYMOND J							
					C ADVLTAX	229,870.00	1,696.44
					CI02ADVLTAX	229,870.00	666.62
					FR12ADVLTAX	229,870.00	91.95
		WRONG PARCEL			TOTAL RELEASES:		2,455.01
82527089	2021-205026	DY:18RP:J20000003205	Heather B	6/9/2021 12:36:22 PM			
MARKLAND RAYMOND J							
					C ADVLTAX	229,870.00	1,696.44
					FIREADVLTAX	229,870.00	91.95

Attachment: June Reports (Tax Reports)

NAME	BILL NUMBER		OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
					CI02ADVLTAX	229,870.00	666.62
		WRONG PARCEL			TOTAL RELEASES:		2,455.01
8314950 WHITE ANIJAH	2020-33015	DY: RP:	RRiel	6/8/2021 2:16:19 PM			
					C EMS GARN FEE	0.00	54.22
					C-EMS DELQ FEE	0.00	886.11
		ONLY WORKING 11 HOURS A WEEK			TOTAL RELEASES:		940.33
82523290 WHITE JEFFREY H	2020-22977	DY: PERSONAL PROPERTY	krafie	5/28/2021 2:59:09 PM			
					CI03ADVLTAX	12,650.00	18.98
					C ADVLTAX	12,650.00	93.36
					CI03PEN FEE	12,650.00	1.90
					C PEN FEE	12,650.00	9.34
					FR15ADVLTAX	12,650.00	5.06
					FR15PEN FEE	12,650.00	0.51
		BOAT WAS RESPOSSESSED IN 2008. PER ALVIN, THE BOAT REGISTRATION HAS NOT BEEN RENEWED SINCE 2009.			TOTAL RELEASES:		129.15
82523290 WHITE JEFFREY H	2019-28137	DY: PERSONAL PROPERTY	krafie	5/28/2021 2:58:40 PM			
					CI03PEN FEE	12,650.00	1.90
					FR15ADVLTAX	12,650.00	5.06
					FR15PEN FEE	12,650.00	0.51
					C ADVLTAX	12,650.00	93.36
					CI03ADVLTAX	12,650.00	18.98
					C PEN FEE	12,650.00	9.34
		BOAT WAS RESPOSSESSED IN 2008. PER ALVIN, THE BOAT REGISTRATION HAS NOT BEEN RENEWED SINCE 2009.			TOTAL RELEASES:		129.15
NET RELEASES PRINTED:	10,229.58						
TOTAL TAXES RELEASED							10,229.58

REGULAR RELEASE REPORT 5-15-2021-6-14-2021
Davie County

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
2019	2019	0	12,650	12,650	0.00	93.36	0	0.00	12,650	93.36
2020	2020	0	27,154	27,154	0.00	200.40	0	0.00	27,154	200.40
2021	2018	229,870	0	229,870	1,696.44	0.00	0	0.00	229,870	1,696.44
2021	2019	229,870	0	229,870	1,696.44	0.00	0	0.00	229,870	1,696.44
2021	2020	229,870	0	229,870	1,696.44	0.00	0	0.00	229,870	1,696.44
DIST TOTAL		689,610	39,804	729,414	5,089.32	293.76	0	0.00	729,414	5,383.08

C GARNFEE - C GARNFEE

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	566,330	0	566,330	30.00	0.00	0	0.00	566,330	30.00
DIST TOTAL		566,330	0	566,330	30.00	0.00	0	0.00	566,330	30.00

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
2019	2019	0	12,650	12,650	0.00	9.34	0	0.00	12,650	9.34
2020	2020	0	27,154	27,154	0.00	20.04	0	0.00	27,154	20.04
DIST TOTAL		0	39,804	39,804	0.00	29.38	0	0.00	39,804	29.38

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	29.70	0	0.00	0	29.70
2020	2020	0	0	0	0.00	114.22	0	0.00	0	114.22
DIST TOTAL		0	0	0	0.00	143.92	0	0.00	0	143.92

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	456.38	0	0.00	0	456.38
2020	2020	0	0	0	0.00	1,851.83	0	0.00	0	1,851.83
DIST TOTAL		0	0	0	0.00	2,308.21	0	0.00	0	2,308.21

CI02ADVLTAX - 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
2021	2018	229,870	0	229,870	666.62	0.00	0	0.00	229,870	666.62
2021	2019	229,870	0	229,870	666.62	0.00	0	0.00	229,870	666.62
2021	2020	229,870	0	229,870	666.62	0.00	0	0.00	229,870	666.62
DIST TOTAL		689,610	0	689,610	1,999.86	0.00	0	0.00	689,610	1,999.86

CI03ADVLTAX - 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
2019	2019	0	12,650	12,650	0.00	18.98	0	0.00	12,650	18.98
2020	2020	0	12,650	12,650	0.00	18.98	0	0.00	12,650	18.98
DIST TOTAL		0	25,300	25,300	0.00	37.96	0	0.00	25,300	37.96

CI03PEN FEE - CI03PEN 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	12,650	12,650	0.00	1.90	0	0.00	12,650	1.90

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	12,650	12,650	0.00	1.90	0	0.00	12,650	1.90
DIST TOTAL		0	25,300	25,300	0.00	3.80	0	0.00	25,300	3.80
FIREADVLTAX - FIRE TAX										
2021	2018	229,870	0	229,870	91.95	0.00	0	0.00	229,870	91.95
DIST TOTAL		229,870	0	229,870	91.95	0.00	0	0.00	229,870	91.95
FR08ADVLTAX - FIREADVL8										
2020	2020	0	14,504	14,504	0.00	5.80	0	0.00	14,504	5.80
DIST TOTAL		0	14,504	14,504	0.00	5.80	0	0.00	14,504	5.80
FR08PEN FEE - FIREPEN FEE8										
2020	2020	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
FR12ADVLTAX - FIREADVL12										
2021	2019	229,870	0	229,870	91.95	0.00	0	0.00	229,870	91.95
2021	2020	229,870	0	229,870	91.95	0.00	0	0.00	229,870	91.95
DIST TOTAL		459,740	0	459,740	183.90	0.00	0	0.00	459,740	183.90
FR15ADVLTAX - FIREADVL15										
2019	2019	0	12,650	12,650	0.00	5.06	0	0.00	12,650	5.06
2020	2020	0	12,650	12,650	0.00	5.06	0	0.00	12,650	5.06
DIST TOTAL		0	25,300	25,300	0.00	10.12	0	0.00	25,300	10.12
FR15PEN FEE - FIREPEN FEE15										
2019	2019	0	12,650	12,650	0.00	0.51	0	0.00	12,650	0.51
2020	2020	0	12,650	12,650	0.00	0.51	0	0.00	12,650	0.51
DIST TOTAL		0	25,300	25,300	0.00	1.02	0	0.00	25,300	1.02
GRAND TOTALS:		2,635,160	209,816	2,844,976	7,395.03	2,834.55	0	0.00	2,844,976	10,229.58

VEHICLE RELEASE REPORT 5-15-2021-6-14-2021
Davie County

PARAMETERS SELECTED FOR RELEASES REPORT:

TRANSACTION DATE/TIME RANGE: 05-15-2021 - 06-14-2021
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 5-15-2021-6-14-2021
DISTRICT/TYPE/FEE:
BATCH MONTH RANGE:
BATCH YEAR RANGE:
BATCH REAL TIME:
INCLUDE ONLY THOSE WITH RELEASE NUMBERS: No

VEHICLE RELEASE REPORT 5-15-2021-6-14-2021
Davie County

RUN DATE: 6/15/2021 10:19 AM

VEHICLE RELEASE REPORT 5-15-2021-6-14-2021
Davie County

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT

NET RELEASES PRINTED:
TOTAL TAXES RELEASED

VEHICLE RELEASE REPORT 5-15-2021-6-14-2021
Davie County

GRAND TOTALS:

Mocksville $ 55.85

Total $1,367.88

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date

Payee Name	Address 1	Address 3	Refund Type	Bill #	Refund Description	Refund Reason	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
BOLAND, JOEL CALEB	188 GREENFIELD RD	MOCKSVILLE, NC 27028	Proration	0056936152	Refund Generated due to	Vehicle Sold	C ADVL	Tax	($184.27)	$0.00	($184.27)
							FIREADVL16	Tax	($9.99)	$0.00	($9.99)
										Refund	$194.26
CHANDLER, JOHN JEFFERY	PO BOX 841	COOLEEMEE, NC 27014	Proration	0014793208	Refund Generated due to proration on Bill	Vehicle Sold	C ADVL	Tax	($23.18)	$0.00	($23.18)
							CI01ADVL	Tax	($13.19)	$0.00	($13.19)
							FIREADVL4	Tax	($1.26)	$0.00	($1.26)
										Refund	$37.63
CORRELL, JODI NICKOL	119 TURRENTINE CHURCH RD	MOCKSVILLE, NC 27028	Proration	0046046023	Refund Generated due to proration on Bill #004604602	Vehicle Sold	C ADVL	Tax	($138.92)	$0.00	($138.92)
							CI02ADVL	Tax	($54.59)	$0.00	($54.59)
							CI02ADVL	Vehicle	$0.00	$0.00	$0.00
							FIREADVL12	Tax	($7.53)	$0.00	($7.53)
										Refund	$201.04
DENNISTON, ZACHARY TYLER	700 S SALISBURY ST	MOCKSVILLE, NC 27028	Proration	0058784295	Refund Generated due to	Vehicle Sold	C ADVL	Tax	($43.42)	$0.00	($43.42)
							FIREADVL	Tax	($2.35)	$0.00	($2.35)
										Refund	$45.77
HENDRIX, KAREN MARLOWE	622 CHILDRENS HOME RD	MOCKSVILLE, NC 27028	Proration	0059454633	Refund Generated due to	Vehicle Sold	C ADVL	Tax	($83.02)	$0.00	($83.02)
							FIREADVL7	Tax	($4.50)	$0.00	($4.50)
										Refund	$87.52
KELLER, JACKIE RAY	113 PINE VALLEY RD	MOCKSVILLE, NC 27028	Proration	0008674298	Refund Generated due to	Vehicle Sold	C ADVL	Tax	($48.32)	$0.00	($48.32)
							FIREADVL9	Tax	($2.62)	$0.00	($2.62)
										Refund	$50.94
LOGIE, DENE ELLER	198 JUNIPER CIR	ADVANCE, NC 27006	Proration	0014794203	Refund Generated due to proration on Bill	Vehicle Sold	C ADVL	Tax	($6.48)	$0.00	($6.48)
							CI03ADVL	Tax	($1.32)	$0.00	($1.32)
							FIREADVL15	Tax	($0.35)	$0.00	($0.35)
										Refund	$8.15
MCDANIEL, ELLA LUCAS	206 ELM ST	MOCKSVILLE, NC 27028	Proration	0014795281	Refund Generated due to	Vehicle Sold	C ADVL	Tax	($27.90)	$0.00	($27.90)
							FIREADVL12	Tax	($1.51)	$0.00	($1.51)
										Refund	$29.41
MCGURN, SCOTT THOMAS	163 SCOTTSDALE DR	ADVANCE, NC 27006	Proration	0014787242	Refund Generated due to	Vehicle Sold	C ADVL	Tax	($19.08)	$0.00	($19.08)
							FIREADVL15	Tax	($1.04)	$0.00	($1.04)
										Refund	$20.12
MCMAHAN, EDNA SANSBURY	219 OAKMONT DR	ADVANCE, NC 27006	Proration	0054038718	Refund Generated due to proration on Bill	Vehicle Sold	C ADVL	Tax	($66.05)	$0.00	($66.05)
							ADVRUR	Tax	($2.18)	$0.00	($2.18)
							FIREADVL1	Tax	($3.58)	$0.00	($3.58)
										Refund	$71.81
MORGAN, CARL ANDREW JR	512 COUNTRY LN	MOCKSVILLE, NC 27028	Proration	0050357699	Refund Generated due to	Vehicle Sold	C ADVL	Tax	($3.85)	$0.00	($3.85)
							FIREADVL12	Tax	($0.21)	$0.00	($0.21)
										Refund	$4.06
ORTIZ VILLAJOS, PEDRO JESUS	122 KNICKER LN	BERMUDA RUN, NC 27006	Proration	0048438354	Refund Generated due to proration on Bill	Vehicle Sold	C ADVL	Tax	($10.89)	$0.00	($10.89)
							CI03ADVL	Tax	($2.21)	$0.00	($2.21)
							FIREADVL1	Tax	($0.59)	$0.00	($0.59)
										Refund	$13.69
PANCOAST, ROBERT LEWIS KENT	2387 US HIGHWAY 601 N	MOCKSVILLE, NC 27028	Proration	0046151533	Refund Generated due to	Vehicle Sold	C ADVL	Tax	($63.05)	$0.00	($63.05)
							FIREADVL10	Tax	($3.42)	$0.00	($3.42)
										Refund	$66.47
REAVIS, DENNIS LANE	343 ORCHARD PARK DR	ADVANCE, NC 27006	Proration	0051313086	Refund Generated due to proration on Bill	Vehicle Sold	C ADVL	Tax	($79.08)	$0.00	($79.08)
							CI03ADVL	Tax	($16.08)	$0.00	($16.08)
							FIREADVL1	Tax	($4.29)	$0.00	($4.29)
										Refund	$99.45
SIMPSON, GARY PAIGE	118 WOODBERRY TRL	MOCKSVILLE, NC 27028	Proration	0039822819	Refund Generated due to	Vehicle Sold	C ADVL	Tax	($36.49)	$0.00	($36.49)
							FIREADVL5	Tax	($1.98)	$0.00	($1.98)
										Refund	$38.47
SMITH, MARK EDWARD	397 YADKIN VALLEY RD	ADVANCE, NC 27006	Proration	0014785406	Refund Generated due to	Vehicle Sold	C ADVL	Tax	($63.52)	$0.00	($63.52)
							FIREADVL15	Tax	($3.45)	$0.00	($3.45)
										Refund	$66.97

Attachment: June Reports (Tax Reports)

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date

SMITH, MELISSA ANN	397 YADKIN VALLEY RD	ADVANCE, NC 27006	Proration	0045594957	Refund Generated due to	Vehicle Sold	C ADVL	Tax	($122.18)	$0.00	($122.18)
							FIREADVL15	Tax	($6.62)	$0.00	($6.62)
										Refund	$128.80
SNYDER, JAMES KEITH	128 COVENANT COVE DR	MOCKSVILLE, NC 27028	Adjustment < $100	0030001897	Refund Generated due to adjustment on Bill #003000189	SLVG or RBLT TTL	C ADVL	Tax	($3.21)	$0.00	($3.21)
							CI02ADVL	Tax	($1.26)	$0.00	($1.26)
							CI02ADVL	Vehicle	$0.00	$0.00	$0.00
							FIREADVL12	Tax	($0.17)	$0.00	($0.17)
										Refund	$4.64
STATON, JAMES IVAN	114 HARNESS LN	MOCKSVILLE, NC 27028	Proration	0025084011	Refund Generated due to	Vehicle Sold	C ADVL	Tax	($72.03)	$0.00	($72.03)
							FIREADVL10	Tax	($3.91)	$0.00	($3.91)
										Refund	$75.94
VAUGHAN, RICHARD WADE JR	466 RAINBOW ROAD	ADVANCE, NC 27006	Proration	0033928898	Refund Generated due to	Vehicle Sold	C ADVL	Tax	($60.45)	$0.00	($60.45)
							FIREADVL15	Tax	($3.27)	$0.00	($3.27)
										Refund	$63.72
VERGASON, MICHAEL TROY	192 HOBSON DR	MOCKSVILLE, NC 27028	Proration	0009494722	Refund Generated due to proration on	Tag Surrender	C ADVL	Tax	($0.92)	$0.00	($0.92)
							FIREADVL10	Tax	($0.05)	$0.00	($0.05)
										Refund	$0.97
WILLAUER, MICHELLE SHOWALTER	3324 NC HIGHWAY 801 S	ADVANCE, NC 27006	Proration	0060965536	Refund Generated due to proration on	Vehicle Sold	C ADVL	Tax	($55.06)	$0.00	($55.06)
							FIREADVL	Tax	($2.99)	$0.00	($2.99)
										Refund	$58.05
										Refund	$1367.88

DAVIE COUNTY

Davie County Government
Tax Administration Office 336.753.6120

Brian Myers
Tax Administrator

TO THE BOARD OF COUNTY COMMISSIONERS

COUNTY & FIRE PERCENTAGE REPORT -REGULAR

May 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	15,975.93	23,658,875.49	23,658,875.49	23,674,851.42	0.00	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	19,822.68	24,472,413.45	24,472,659.43	24,492,482.11	245.98	99.92%	99.91%
2011	24,608,113.19	18,426.91	24,589,445.69	24,589,686.28	24,608,113.19	240.59	99.93%	99.92%
2012	24,662,870.11	14,505.54	24,648,128.23	24,648,364.57	24,662,870.11	236.34	99.94%	99.93%
2013	25,000,753.62	18,920.27	24,981,593.94	24,981,833.35	25,000,753.62	239.41	99.92%	99.90%
2014	25,068,851.69	27,485.92	25,038,948.80	25,041,365.77	25,068,851.69	2,416.97	99.89%	99.85%
2015	30,401,936.81	42,667.87	30,356,308.36	30,359,268.94	30,401,936.81	2,960.58	99.86%	99.82%
2016	31,761,538.87	54,680.86	31,703,733.31	31,706,858.01	31,761,538.87	3,124.70	99.83%	99.75%
2017	32,241,025.56	74,303.51	32,165,455.26	32,166,722.05	32,241,025.56	1,266.79	99.77%	99.65%
2018	32,769,649.45	134,476.46	32,633,611.55	32,635,172.99	32,769,649.45	1,561.44	99.59%	99.35%
2019	34,542,782.18	232,420.74	34,297,485.32	34,310,361.44	34,542,782.18	12,876.12	99.33%	98.17%
2020	34,180,368.82	612,095.62	33,470,038.31	33,568,273.20	34,180,368.82	98,234.89	98.21%	32.80%
2021	130,051.76	$58,894.02	$45,550.67	71,157.74	130,051.76	25607.07	54.71%	0.00%

BEGINNING JULY 1, 2020

	PREV CTD	CTM*	CTD**
MOCKSVILLE	555,875.22	13,421.85	569,297.07
COOLEEMEE	264,182.17	721.29	264,903.46
COOL SOLID WASTE	127,272.14	355.71	127,627.85
BERMUDA RUN	1,787,639.67	92.67	1,787,732.34
BERMUDA RUN GATE	994,284.19	0.00	994,284.19
COUNTY OCCUPANCY TAX	229,748.05	0.00	229,748.05

*CTM - COLLECTED THIS MONTH
**CTD - COLLECTED TO DATE

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

Prepard by Heather Brunick

6/1/2021

PERCENTAGE REPORT WORKSHEET - REGULAR
May-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	14,436.44	$5.00	$566.53	$931.40	$36.56	$15,975.93
2009	20,043.57	$6.00	$634.45	$1,382.20	$43.72	$22,109.94
2010	17,842.45	$8.00	$693.77	$1,230.54	$47.92	$19,822.68
2011	15,983.18	$6.00	$1,249.17	$1,102.36	$86.20	$18,426.91
2012	12,864.62	$7.00	$698.43	$887.31	$48.18	$14,505.54
2013	17,255.64	$16.00	$508.56	$1,107.77	$32.30	$18,920.27
2014	25,072.72	$13.00	$731.07	$1,621.69	$47.44	$27,485.92
2015	39,232.43	$16.00	$1,187.14	$2,164.46	$67.84	$42,667.87
2016	50,154.02	$26.00	$1,650.60	$2,758.60	$91.64	$54,680.86
2017	69,454.72	$20.00	$959.40	$3,816.66	$52.73	$74,303.51
2018	125,574.59	$23.36	$1,957.54	$6,814.61	$106.36	$134,476.46
2019	218,042.99	$41.00	$2,278.41	$11,934.71	$123.63	$232,420.74
2020	560,472.97	$91.00	$20,038.11	$30,397.77	$1,095.77	$612,095.62
2021	51,609.61	$0.00	$4,250.26	$2,801.81	$232.34	$58,894.02
	$1,294,361.52	$303.36	$40,319.88	$72,830.58	$2,314.92	

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	$0.00	$0.00	$0.00	$0.00	$0.00
2009	$0.00	$0.00	$0.00	$0.00	$0.00
2010	$230.11	$15.87	$0.00	$0.00	$0.00
2011	$225.07	$15.52	$0.00	$0.00	$245.98
2012	$221.10	$15.24	$0.00	$0.00	$240.59
2013	$224.88	$14.53	$0.00	$0.00	$236.34
2014	$2,270.47	$146.50	$0.00	$0.00	$239.41
2015	$2,806.38	$154.20	$0.00	$0.00	$2,416.97
2016	$2,961.95	$162.75	$0.00	$0.00	$2,960.58
2017	$1,200.84	$65.95	$0.00	$0.00	$3,124.70
2018	$1,481.15	$80.29	$0.00	$0.00	$1,266.79
2019	$12,111.36	$656.49	$102.70	$5.57	$1,561.44
2020	$92,895.50	$5,035.91	$287.87	$15.61	$12,876.12
2021	$24,268.56	$1,315.39	$21.93	$1.19	$98,234.89
	$140,897.37	$7,678.64	$412.50	$22.37	$25,607.07

Attachment: June Reports (Tax Reports)

DAVIE COUNTY

Davie County Government
Tax Administration Office 336.753.6120

Brian Myers
Tax Administrator

TO THE BOARD OF COUNTY COMMISSIONERS

COUNTY & FIRE PERCENTAGE REPORT -VEHICLE

MAY-21

YEAR	LEVY	OUTSTANDING	PREV CTD	CTD**	BAL COLUMN	CTM*	Current	Last Year
2000	1,815,317.79	17,151.08	1,798,113.86	1,798,166.71	1,815,317.79	$52.85	99.06%	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	99.22%	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	99.33%	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	99.07%	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	20,243.40	2,075,574.71	2,075,574.71	2,095,818.11	$0.00	99.03%	99.03%
2012	2,199,886.44	25,882.40	2,173,978.44	2,174,004.04	2,199,886.44	$25.60	98.82%	98.81%
2013	1,324,560.98	14,464.60	1,310,096.38	1,310,096.38	1,324,560.98	$0.00	98.91%	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	100.00%	65.26%
2019	524.62	$239.21	285.41	285.41	524.62	$0.00	54.40%	

BEGINNING JULY 1, 2020

	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	491.65	10.87	502.52
COUNTY GROSS RECEIPTS	4,401.72	0.00	4,401.72

*CTM - COLLECTED THIS MONTH
**CTD - COLLECTED TO DATE

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

Prepard by Heather Brunick

6/1/2021

Attachment: June Reports (Tax Reports)

PERCENTAGE REPORT WORKSHEET - VEHICLE

May-21

OUTSTANDING

YEAR	COUNTY	DOG	PENALITY	FIRE	FIRE PENALITY	TOTAL
2000	$16,062.10	$0.00	$0.00	$1,088.98	$0.00	$17,151.08
2001	$13,173.08	$0.00	$0.00	$932.54	$0.00	$14,105.62
2002	$13,379.34	$0.00	$0.00	$972.93	$0.00	$14,352.27
2003	$11,490.12	$0.00	$0.00	$835.57	$0.00	$12,325.69
2004	$13,559.47	$0.00	$0.00	$963.52	$0.00	$14,522.99
2005	$14,589.82	$0.00	$0.00	$1,023.87	$0.00	$15,613.69
2006	$19,332.70	$0.00	$0.00	$1,278.49	$0.00	$20,611.19
2007	$21,203.17	$0.00	$0.00	$1,368.01	$0.00	$22,571.18
2008	$15,753.10	$0.00	$0.00	$1,016.26	$0.00	$16,769.36
2009	$13,852.12	$0.00	$0.00	$932.83	$0.00	$14,784.95
2010	$16,291.33	$0.00	$0.00	$1,123.53	$0.00	$17,414.86
2011	$18,937.00	$0.00	$0.00	$1,306.40	$0.00	$20,243.40
2012	$24,212.57	$0.00	$0.00	$1,669.83	$0.00	$25,882.40
2013	$13,550.85	$0.00	$0.00	$913.75	$0.00	$14,464.60
2014	$14.20	$0.00	$0.00	$0.92	$0.00	$15.12
2015	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2016	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2017	$114.52	$0.00	$0.00	$6.30	$0.00	$120.82
2018	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2019	$226.83	$0.00	$0.00	$12.38	$0.00	$239.21
	$225,742.32	$0.00	$0.00	$15,446.11	$0.00	

COLLECTED THIS MONTH

YEAR	COUNTY	FIRE	CO. RELEASED	FIRE RELEASED	TOTAL
2000	$49.50	$3.35	$0.00	$0.00	$52.85
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	$0.00	$0.00	$0.00	$0.00	$0.00
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	$23.95	$1.65	$0.00	$0.00	$25.60
2013	$0.00	$0.00	$0.00	$0.00	$0.00
2014	$0.00	$0.00	$0.00	$0.00	$0.00
2015	$0.00	$0.00	$0.00	$0.00	$0.00
2016	$0.00	$0.00	$0.00	$0.00	$0.00
2017	$0.00	$0.00	$0.00	$0.00	$0.00
2018	$0.00	$0.00	$0.00	$0.00	$0.00
2019	$0.00	$0.00	$0.00	$0.00	$0.00

DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS

<u>Agenda Item Details:</u>

Date of Meeting: July 12, 2021

Department: Tax Administration

Resource Person: Brian Myers

ISSUE/ACTION REQUESTED:
Order of Collection

BACKGROUND/PURPOSE OF REQUEST: North Carolina General Statute 105-321(b)

FISCAL IMPACT: The order of collection shall have the force and effect of a judgment or execution against the taxpayer's real and personal property.

COUNTY MANAGERS; RECOMMENDATION:
<County Manager Comments Here>

ATTACHMENTS:
ORDER OF COLLECTION 2021

Tax Administration
Davie County Government
123 South Main St | Mocksville, NC 27028 | 336.753.6121 | fax 336.751.0154
DavieCountyNC.gov

The Order of Collection

State of North Carolina
County of Davie
To the Tax Collector of the County of Davie

You are hereby authorized, empowered, and commanded to collect all 2021 taxes, uncollected taxes for 2020 and all prior tax years, set forth in the tax records filed in the office of Davie County Tax Administration and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the county of Davie, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with the law.

Witness my hand and official seal, this _____ day of __________________, ___________

________________________________ (Seal)
Chairman, Board of Commissioners of
Davie County

Attest:
____
Clerk of Board of Commissioners of Davie County

DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: July 12, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:
Board Re-Appointment - Library Board of Trustees - Carole Demmy

---

BACKGROUND/PURPOSE OF REQUEST: Board Re-Appointment - Library Board of Trustees - Carole Demmy

FISCAL IMPACT: n/a

COUNTY MANAGERS; RECOMMENDATION:
<County Manager Comments Here>

ATTACHMENTS:

DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS

<u>Agenda Item Details:</u>

Date of Meeting: July 12, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:
Board Appointment - Library Board of Trustees - Khristen Mears

---

BACKGROUND/PURPOSE OF REQUEST: Board Appointment - Library Board of Trustees - Khristen Mears

FISCAL IMPACT: n/a

COUNTY MANAGERS; RECOMMENDATION:
<County Manager Comments Here>

ATTACHMENTS:
1112 Khristen Mears

1112: Khristen Mears

Application created: 04/16/2021

Contacts

Email khristen@mearsconstruction.com

Address PO Box 35, PO Box 35

Mocksville NC, 27028

Application details

Occupation details

Company name Mears Construction, Inc.

Position owner

Education and Experience Graduated from Davie High, Graduated from UNC-G with double major in Dance and International Studies with a minor in Spanish. Previously served one 3-year term on library board.

Attachments

Appointment details

1	**Library Board of Trustees**	For: 0 Against: 0	Final Recommendation: None

Qualifications

Workflow

Name	Description	Status	Date
Stacy A. Moyer	Initial Review	IN PROGRESS	
Jane McAllister	Library Board of Trustees Review	PENDING	
Clerks	Schedule	PENDING	
Clerks	Appoint	PENDING	

DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: July 12, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:
Board Re-Appointments - Agricultural Board - Bob Crews, Henry Walker, Justin Miller

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BACKGROUND/PURPOSE OF REQUEST: Board Re-Appointments - Agricultural Board - Bob Crews, Henry Walker, Justin Miller

FISCAL IMPACT: n/a

COUNTY MANAGERS; RECOMMENDATION:
<County Manager Comments Here>

ATTACHMENTS:

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:

DCPU 9	$ 567,060.63	Correct Water construction project balance
HHSA 14	136,165.00	Carry forward Health & Human Services Equipment funds
HHSA 15	130,568.00	Accept FY2022 DSS Adoption Promotion funds
HHSA.16	63,434.00	Carry forward Cardinal Foster Care Support funds
HHSA 17	281,625.00	Carry forward Cardinal Child Welfare Administration funds
HHSA 18	1,209.00	Accept FY2022 Foundation For The Carolinas Cooling funds
FIN 2	57,590.00	Accept Lottery Funds for Cornatzer HVAC
DCSOA1	1,282,500.00	Accept funds from Town of Mocksville for Policing
CAP 1	38,800,000.00	CIP - Water System Expansion project

Requested By Cindy Chapman, Assistant Finance Director

APPROVED:
DAVIE COUNTY BOARD OF COMMISSIONERS
IN MEETING OF July 12, 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

BUDGET AMENDMENTS FOR JULY 12, 2021

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07/08/2021 12:02     |COUNTY OF DAVIE                                                                                  |P        1
cschapman            |BUDGET AMENDMENTS JOURNAL ENTRY PROOF                                                            |bgamdent

 LN   ORG    OBJECT PROJ  ORG DESCRIPTION          ACCOUNT DESCRIPTION                         PREV          BUDGET        AMENDED
    ACCOUNT                                     LINE DESCRIPTION                   EFF DATE    BUDGET        CHANGE         BUDGET  ERR
---------------------------------------------------------------------------------------------------------------------------------------
YEAR-PER JOURNAL  EFF-DATE  REF 1  REF 2      SRC JNL-DESC   ENTITY AMEND

2021  12  120118 06/24/2021 DCPU9             BUA DCPU9        1      2

   1 47010    493101      WATER - ADMINISTRATIVE       FUND BALANCE APRROP           -2,771,169.00   -567,060.63  -3,338,229.63
     600 -4710-7010-001-001-493101-                           UPDATE FARMINGTON RD PROJECT   06/24/2021

   2 57090    570100      CONTRIBUTIONS TO OTHER FUNDS  CONTRIBUTION TO WATER CONTR   1,262,939.37    567,060.63   1,830,000.00
     600 -5710-7090-001-001-570100-                           UPDATE FARMINGTON RD PROJECT   06/24/2021

                                                              ** JOURNAL TOTAL                         0.00

YEAR-PER JOURNAL  EFF-DATE  REF 1  REF 2      SRC JNL-DESC   ENTITY AMEND

2022  01   10003 07/01/2021 HHSA14 FFE        BUA HHS          1      2

   1 41910    490016      GENERAL GOVERNMENT REVENUE   FUND BALANCE APPROPRIATED     -3,708,231.00   -136,165.00  -3,844,396.00
     010 -4100-1910-001-001-490016-                           CARRYFWD HHS EQUIPMENT FUNDS   07/01/2021

   2 55510    530332      BASIC PROGRAM                FURNITURE FOR LEASED SPACE              .00     77,435.00      77,435.00
     010 -5500-5500-510-001-530332-                           CARRYFWD HHS EQUIPMENT FUNDS   07/01/2021

   3 55310    530332      SOCIAL SERVICES - ADMINISTRATIFURNITURE FOR LEASED SPACE         3,649.00     58,730.00      62,379.00
     010 -5500-5310-001-001-530332-                           CARRYFWD HHS EQUIPMENT FUNDS   07/01/2021

                                                              ** JOURNAL TOTAL                         0.00

YEAR-PER JOURNAL  EFF-DATE  REF 1  REF 2      SRC JNL-DESC   ENTITY AMEND

2022  01   10009 07/01/2021 HHSA15            BUA HHSA15       1      2

   1 453105   421066      CHILD WELFARE ADMIN          ADOPTIN PROMOTION FUND                  .00   -130,568.00    -130,568.00
     010 -4500-5310-604-001-421066-                           FY22 Adoption Promotional Fund 07/01/2021

   2 553107   540920      CHILD PROTECTIVE SERVICES    ADOPTION PROMOTION FUND                 .00    130,568.00     130,568.00
     010 -5500-5310-607-001-540920-                           FY22 Adoption Promotional Fund 07/01/2021

                                                              ** JOURNAL TOTAL                         0.00

YEAR-PER JOURNAL  EFF-DATE  REF 1  REF 2      SRC JNL-DESC   ENTITY AMEND

2022  01   10010 07/01/2021 HHSA18            BUA DSS          1      2

   1 453201   480042      EMERGENCY ASSISTANCE         MISCELLANEOUS REVENUE SOC SVC           .00     -1,209.00      -1,209.00
     010 -4500-5310-605-001-480042-                           FFTC-Cooling Fund FY2022       07/01/2021

   2 553201   540660      EMERGENCY ASSISTANCE         GENERAL ASSISTANCE                      .00      1,209.00       1,209.00
     010 -5500-5310-605-001-540660-                           FFTC-Cooling Fund FY2022       07/01/2021

                                                              ** JOURNAL TOTAL                         0.00
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Attachment: BUDGET AMENDMENTS FOR JULY 12 2021 (Budget Amendments for July 2021)

Finance Department
123 S. Main Street | Mocksville, NC 27028 | 336.753.6020
DavieCountyNC.gov

BUDGET AMENDMENTS FOR JULY 12, 2021

07/08/2021 12:56 | 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	ERR

YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND

2022 01 10019 07/02/2021 HHSA16 BUA DSS 1 2

LN	ORG / ACCOUNT	OBJECT	ORG DESCRIPTION	ACCOUNT DESCRIPTION / LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
1	41910 010 -4100-1910-001-001-490016-	490016	GENERAL GOVERNMENT REVENUE	FUND BALANCE APPROPRIATED CARRYFWD CARDINAL FUNDS FY22	07/02/2021	-3,708,231.00	-63,434.00	-3,771,665.00
2	55330 010 -5500-5330-001-001-510010-	510010	SOCIAL SERV - FC SUPPORT	SALARIES & WAGES CARRYFWD CARDINAL FUNDS FY22	07/02/2021	.00	44,424.00	44,424.00
3	55330 010 -5500-5330-001-001-520050-	520050	SOCIAL SERV - FC SUPPORT	FICA CARRYFWD CARDINAL FUNDS FY22	07/02/2021	.00	3,150.00	3,150.00
4	55330 010 -5500-5330-001-001-520060-	520060	SOCIAL SERV - FC SUPPORT	GROUP HOSPITAL INSURANCE CARRYFWD CARDINAL FUNDS FY22	07/02/2021	.00	9,900.00	9,900.00
5	55330 010 -5500-5330-001-001-520070-	520070	SOCIAL SERV - FC SUPPORT	RETIREMENT CARRYFWD CARDINAL FUNDS FY22	07/02/2021	.00	4,506.00	4,506.00
6	55330 010 -5500-5330-001-001-520110-	520110	SOCIAL SERV - FC SUPPORT	GROUP LIFE INSURANCE CARRYFWD CARDINAL FUNDS FY22	07/02/2021	.00	166.00	166.00
7	55330 010 -5500-5330-001-001-520120-	520120	SOCIAL SERV - FC SUPPORT	401K-EMPLOYER SUPPLEMENT CARRYFWD CARDINAL FUNDS FY22	07/02/2021	.00	1,288.00	1,288.00

** JOURNAL TOTAL 0.00

YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND

2022 01 10023 07/02/2021 HHS17 BUA DSS 1 2

LN	ORG / ACCOUNT	OBJECT	ORG DESCRIPTION	ACCOUNT DESCRIPTION / LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
1	41910 010 -4100-1910-001-001-490016-	490016	GENERAL GOVERNMENT REVENUE	FUND BALANCE APPROPRIATED CARRYFWD CARDINAL FUNDS FY22	07/02/2021	-3,708,231.00	-281,625.00	-3,989,856.00
2	553105 010 -5500-5310-604-001-530306-	530306	CHILD WELFARE ADMIN	CARDINAL FOSTER CARE PROGRAM CARRYFWD CARDINAL FUNDS FY22	07/02/2021	.00	281,625.00	281,625.00

** JOURNAL TOTAL 0.00

YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND

2022 01 10061 07/12/2021 FIN 2 BUA FIN 2 1 2

LN	ORG / ACCOUNT	OBJECT	ORG DESCRIPTION	ACCOUNT DESCRIPTION / LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
1	41910 010 -4100-1910-001-001-411001-	411001	GENERAL GOVERNMENT REVENUE	STATE BUILDING CAPITAL FUND LOTTERY FUNDS CORNATZER HVAC	07/12/2021	.00	-57,590.00	-57,590.00
2	57110 010 -5700-7110-001-001-571710-	571710	EDUCATION	SCHOOL - STATE BLDG CAP FUND LOTTERY FUNDS CORNATZER HVAC	07/12/2021	.00	57,590.00	57,590.00

** JOURNAL TOTAL 0.00

Finance Department
123 S. Main Street | Mocksville NC 27028 | 336.753.6020
DavieCountyNC.gov

BUDGET AMENDMENTS FOR JULY 12, 2021

07/08/2021 12:02 |COUNTY OF DAVIE |P 3
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 01 10073 07/08/2021 DCSOA1 BUA DCSOA01 1 2

LN	ORG / ACCOUNT	OBJECT	ORG DESCRIPTION	ACCOUNT DESCRIPTION / LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
1	42110 010 -4200-2110-001-001-430307-	430307	SHERIFF'S DEPARTMENT	COMMUNITY POLICING REVENUE COMMUNITY POLICING	07/08/2021	.00	-1,282,500.00	-1,282,500.00
2	52110 010 -5200-2110-001-001-510010-	510010	SHERIFF'S DEPARTMENT	SALARIES AND WAGES COMMUNITY POLICING	07/08/2021	3,403,346.00	692,483.00	4,095,829.00
3	52110 010 -5200-2110-001-001-520050-	520050	SHERIFF'S DEPARTMENT	FICA COMMUNITY POLICING	07/08/2021	285,315.00	52,972.00	338,287.00
4	52110 010 -5200-2110-001-001-520060-	520060	SHERIFF'S DEPARTMENT	GROUP HOSPITAL INSURANCE COMMUNITY POLICING	07/08/2021	668,250.00	168,300.00	836,550.00
5	52110 010 -5200-2110-001-001-520070-	520070	SHERIFF'S DEPARTMENT	RETIREMENT COMMUNITY POLICING	07/08/2021	419,209.00	83,532.00	502,741.00
6	52110 010 -5200-2110-001-001-520080-	520080	SHERIFF'S DEPARTMENT	WORKMENS COMPENSATION COMMUNITY POLICING	07/08/2021	90,076.00	12,000.00	102,076.00
7	52110 010 -5200-2110-001-001-520110-	520110	SHERIFF'S DEPARTMENT	GROUP LIFE INSURANCE COMMUNITY POLICING	07/08/2021	13,352.00	2,663.00	16,015.00
8	52110 010 -5200-2110-001-001-520120-	520120	SHERIFF'S DEPARTMENT	401K-EMPLOYER SUPPLEMENT COMMUNITY POLICING	07/08/2021	169,427.00	33,842.00	203,269.00
9	52110 010 -5200-2110-001-001-530330-	530330	SHERIFF'S DEPARTMENT	DEPARTMENT SUPPLIES COMMUNITY POLICING	07/08/2021	124,000.00	10,708.00	134,708.00
10	52110 010 -5200-2110-001-001-530360-	530360	SHERIFF'S DEPARTMENT	UNIFORMS COMMUNITY POLICING	07/08/2021	12,000.00	7,000.00	19,000.00
11	52110 010 -5200-2110-001-001-540450-	540450	SHERIFF'S DEPARTMENT	PURCHASED SERVICES COMMUNITY POLICING	07/08/2021	59,000.00	160,000.00	219,000.00
12	52110 010 -5200-2110-001-001-541540-	541540	SHERIFF'S DEPARTMENT	COMPUTER SERVICES COMMUNITY POLICING	07/08/2021	111,000.00	59,000.00	170,000.00
				** JOURNAL TOTAL			0.00	

YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND

2022 01 10076 07/08/2021 CAP 1 BUA CAP 1 1 2

LN	ORG / ACCOUNT	OBJECT	ORG DESCRIPTION	ACCOUNT DESCRIPTION / LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
1	50590 300 -5710-0590-001-001-580650-	580650	WATER SYSTEM EXPANSION	GENERAL CONSTRUCTION FY2022 CIP BUDGET	07/08/2021	.00	38,800,000.00	38,800,000.00

Attachment: BUDGET AMENDMENTS FOR JULY 12 2021 (Budget Amendments for July 2021)

Finance Department
123 S. Main Street | Mocksville NC 27028 | 336.753.6020
DavieCountyNC.gov

BUDGET AMENDMENTS FOR JULY 12, 2021

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07/08/2021 12:02       |COUNTY OF DAVIE                                                                  |P      4
cschapman              |BUDGET AMENDMENTS JOURNAL ENTRY PROOF                                            |bgamdent

 LN   ORG    OBJECT PROJ  ORG DESCRIPTION          ACCOUNT DESCRIPTION                        PREV          BUDGET        AMENDED
   ACCOUNT                                      LINE DESCRIPTION               EFF DATE     BUDGET         CHANGE         BUDGET
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YEAR-PER JOURNAL  EFF-DATE  REF 1  REF 2      SRC JNL-DESC   ENTITY AMEND

2022  01   10076 07/08/2021 CAP 1             BUA CAP 1        1      2

   2 40590    430309       WATER SYSTEM EXPANSION       EDA GRANT-WATER SYSTEM EXP              .00  -1,583,000.00  -1,583,000.00
     300 -4710-0590-001-001-430309-                           FY2022 CIP BUDGET             07/08/2021

   3 40590    430310       WATER SYSTEM EXPANSION       STATE RESERVE PROJECT GRANT             .00  -1,123,807.00  -1,123,807.00
     300 -4710-0590-001-001-430310-                           FY2022 CIP BUDGET             07/08/2021

   4 40590    430311       WATER SYSTEM EXPANSION       2020 SRF FORGIVABLE LOAN                .00  -2,000,000.00  -2,000,000.00
     300 -4710-0590-001-001-430311-                           FY2022 CIP BUDGET             07/08/2021

   5 40590    430312       WATER SYSTEM EXPANSION       2020 DRINKING WATER SRF LOAN            .00 -18,000,000.00 -18,000,000.00
     300 -4710-0590-001-001-430312-                           FY2022 CIP BUDGET             07/08/2021

   6 40590    430313       WATER SYSTEM EXPANSION       2021 DRINKING WATER SRF LOAN            .00 -16,093,193.00 -16,093,193.00
     300 -4710-0590-001-001-430313-                           FY2022 CIP BUDGET             07/08/2021

                                                                  ** JOURNAL TOTAL                       0.00
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DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: July 12, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:
Monarch - Cafe' Services for Health and Human Services

BACKGROUND/PURPOSE OF REQUEST: Monarch - Cafe' Services for Health and Human Services.

Monarch New Horizons Day Program was selected as the HHS café /concession stand vendor through a Request for Proposals (RFP) process. The café/concession stand could open in July 2021. A contract between Monarch and Davie County has been drafted by both legal advisors for approval.

***Monarch is committed to supporting, educating, and empowering people with developmental and intellectual disabilities, mental illness, and substance use disorders to choose and achieve what is important to them*.**

If approved, the Monarch will begin operating the café as soon as possible.

FISCAL IMPACT: <Insert Info Here>

COUNTY MANAGERS; RECOMMENDATION:
<County Manager Comments Here>

ATTACHMENTS:
Monarch Coffee Shop Lease Final Copy 4837-5680-2800 v.1eev6-23-21 (002)

LEASE AGREEMENT

THIS LEASE AGREEMENT (referred to as the "**Lease**" or the "**Agreement**"), is executed as of this ___ day of June, 2021, by Davie County, a political subdivision of the State of North Carolina (hereinafter referred to as "Landlord") and **Monarch**, a North Carolina nonprofit corporation, (hereinafter referred to as "Tenant"). Landlord and Tenant are each a "Party" and collectively, the "Parties."

RECITALS

WHEREAS, Landlord is the master tenant with a long term lease of the government facility located at 182 Farmington Road, Mocksville, North Carolina ("the Building") and wishes to lease space located in the Building consisting of a small coffee bar, Room A243 (the "Premises") in order for a tenant to open and operate a small café;

WHEREAS, Tenant is a North Carolina nonprofit charitable corporation which supports, educates, and empowers people with developmental and intellectual disabilities, mental illness, and substance use disorders, including providing employment and training opportunities; and

WHEREAS, Tenant wishes to lease the Premises from Landlord, and Landlord wishes to lease the same to Tenant, under the terms of this Agreement in order for Tenant to operate a small café to further its charitable purposes;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, Landlord hereby leases to Tenant, and Tenant leases from Landlord, the Premises upon the following terms and conditions.

1. TERM; RENEWALS. The term of this Lease shall commence on July 1, 2021 ("the Effective Date") and be for a period of five (5) years (the "Term"), unless sooner terminated as herein provided. So long as Tenant is not in default under this Lease, Tenant may extend the Term for two additional five (5) year terms (each, a "Renewal Term") by giving Landlord written notice of its intent to extend not later than one hundred twenty (120) days prior to the end of the initial Term or not later than one hundred twenty (120) days prior to the end of the first Renewal Term. Either Party may terminate this Lease at any time and for any reason by providing the other Party one hundred twenty (120) days' written notice. If the Parties continue to abide by the terms and conditions of this Agreement without having executed a renewal or extension of this Agreement, or advised the other Party of such Party's intent not to renew or extend this Agreement, then this Agreement shall automatically be extended on a month-to-month basis until either Party gives the other party thirty (30) days' written notice of its intent to terminate this Agreement.

2. RENT; CONSIDERATION. Tenant covenants and agrees to: (a) pay Landlord Twelve Hundred Dollars ($1,200.00) (the "Base Rent") for the Term of this Agreement, said Base Rent to be due and payable to Landlord on the Effective Date and in exchange, the Landlord shall provide to the Tenant a Grant in the amount of $1,200.00 for the Term of this Agreement; (b) open and operate a small café in the Premises during "Business Hours" for the benefit of all invitees of the Building. That Parties agree that the café will open for business no later than July 1, 2021. The café's Business Hours shall be Mondays through Thursdays from 9:00 a.m. to 2:30 p.m. and Fridays from 8:30 until 12:30, except for nationally recognized holidays. Hours may be adjusted by mutual agreement.

3. CERTIFICATION AND FUNDING CONTINGENCIES. All of Tenant's obligations under this Agreement are contingent upon Tenant securing all necessary certifications and licenses (both private and governmental) that may be required in order to use the Premises for Tenant's intended purpose. Furthermore, if federal, state, or local government funds or private funds allocated to Tenant are terminated or eliminated in any manner beyond the control of the Tenant to such an extent that Tenant determines in its discretion that its facility is unable to continue in operation, then Tenant shall be entitled to terminate this Lease upon thirty (30) days' written notice to Landlord. In addition, if federal, state, or local government funds or private funds allocated to Tenant are reduced in any manner beyond the control of the Tenant to such an extent that Tenant determines in its discretion that it substantially impairs Tenant's ability to continue its obligations under this Lease, Tenant may terminate this Lease upon sixty (60) days' written notice to Landlord.

4. COVENANT OF TITLE AND QUIET POSSESSION. Subject to the terms, provisions and conditions herein set forth, Landlord covenants, represents, warrants and agrees that Landlord is the fee simple owner of the Building and the Premises and that Tenant, and its permitted successors and assigns, shall have and enjoy the Premises during the term hereof, free from adverse claims of any and all other persons whomsoever.

5. USE OF PREMISES; SIGN. Tenant shall use the Premises to operate a small café to prepare and sell coffee, tea, whole fruits, organic and healthy prepackaged food, juices, other non-alcoholic beverages, and similar provisions for purposes consistent with Tenant's charitable activities and mission. All foods and beverages served shall be prepared by North Carolina permitted and licensed vendors. Landlord understands and acknowledges that Tenant will not be cooking food. Rather, Tenant will only use appliances and equipment to refrigerate, brew, warm, and display beverages and food (e.g., refrigerator, coffee / tea machines, display cases, microwave, etc.). Tenant will provide its own refrigeration, brewing and warming devices. It is understood Tenant will not have access to the kitchen area behind Room A243. All other usages by Tenant of any part of the Premises must first be approved in writing by Landlord. Tenant will make no unlawful or offensive use of the Premises and will comply with all laws, ordinances and regulations of duly constituted governmental authorities. Tenant may erect or install a freestanding floor sign and freestanding counter signs identifying the coffee shop and Tenant so long as it complies with applicable ordinances. Tenant may also place tables and chairs in front of the bar area for customers so long as said placement complies with all State Fire Codes and Building Codes. Landlord understands that Tenant will employ individuals it serves through its vocational and job training programs in the cafe. To the extent any such employees lack the skills needed to properly serve customers and manage café operations, such employees will be supervised by appropriate personnel who can assist in providing appropriate customer service and managing the café operations. The Tenant agrees to properly dispose of any and all hazardous waste from the premises by way of approved methods which are acceptable to all state and federal regulations. The Tenant agrees to hold the Landlord harmless if the Tenant or the Landlord becomes subject to any fines or other damages as a result of any improper disposition of any such waste.

6. ALTERATIONS AND IMPROVEMENTS. Tenant accepts the Premises in their present condition. Tenant shall have the right and privilege at any time during the term of this Lease to make, at its own expense, such minor changes, improvements and alternations to the Premises as the Tenant may desire in order to operate a coffee shop; provided, however, the Tenant shall not make any material or structural changes to the Premises without Landlord's prior written consent (not to be unreasonably withheld or delayed), and such alternations shall be made at the sole cost and expense of Tenant. Any minor changes, improvements and alternation must first be submitted to and approved by the Landlords' Capital Projects manager (currently Brad Blackwelder) using County approved labor and materials. The Tenant shall be liable for accidental damage to the leased premises for any negligence caused by Tenant, its agents, employees or invitees. Any accidental damage done by Tenant, its agents, employees or invitees will be Tenant's financial responsibility and Tenant will be obligated to have said damage repaired or replaced.
All personal property placed or moved into the premises shall be at the risk of the Tenant and the Landlord shall not be responsible for any damage to said property.

7. TRADE FIXTURES OF TENANT. Tenant acknowledges and agrees that Tenant shall be responsible for securing, installing, and paying for any and all trade fixtures to be used by Tenant in the Premises. Tenant may, during the term of this Lease (or within fifteen (15) days after termination of the Lease), remove from the Premises all such trade fixtures which the Tenant may have installed at its own expense in the Premises, or otherwise acquired, provided that the same can be removed without injury to the Premises or such damage is repaired.

8. UTILITIES; MISCELLANEOUS SERVICES. Landlord is responsible for any and all payment for the provision of utilities and services (collectively, "Service Obligations"), whether such payments for Service Obligations are required monthly or at some other interval, identified on **Appendix 1**. The responsibility to pay for a Service Obligation shall include all metering, hook-up fees or other miscellaneous charges associated with establishing such Service Obligations. Tenant shall be responsible for any specialized cleaning of its area and equipment.

9. MAINTENANCE AND REPAIRS.

(a) *Tenant's Repairs and Maintenance*. Tenant shall, at Tenant's sole cost and expense, keep the Premises clean and in good condition and repair (except as hereinafter provided with respect to Landlord's obligations).

(b) *Landlord's Repairs and Maintenance*. Landlord shall maintain keep in good and safe working order, and promptly repair, at Landlord's sole cost and expense, all structural portions of the Building and Premises including, but not limited to, foundation, subfloor, roof, load-bearing walls and structural columns and beams of the building, and exterior walls.

(c) *Landlord's Utility Service Obligations*. Landlord is solely responsible for all costs and expenses related to the maintenance and repairs of the Service Obligations described in **Appendix 1**.

(d) *Cooperation*. The Parties agree to work together in good faith to quickly notify each other of any needed maintenance and repairs of the Building, Premises, and Service Obligations, and to promptly complete the same.

10. COMMON AREAS; PARKING. Tenant, its invitees, and its employees shall have the right, in common with other tenants of the Building, and their invitees and employees, to use all stairways, elevators, halls, toilets and sanitary facilities, and all other general common facilities contained in the Building, and all sidewalks, delivery areas, parking facilities and other appurtenances to the Building (such areas being hereinafter referred to as the "Common Areas"). Tenant shall also have free nonexclusive use of parking facilities for Tenant, Tenant's employees, Tenant's business invitees, and Tenant's agents along the back two rows of the parking area or along the Davie County Sheriff side of the building. Such areas for nonexclusive parking spaces shall serve all tenants, their employees, business invitees and agents.

11. DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY. In the event of damage to the Premises by fire, casualty, structural defects, weather, acts of God, or similar event, Landlord will repair the Premises with reasonable speed at Landlord's expense, due allowance being made for reasonable delay which may arise by reason of adjustment of losses under insurance policies on the part of Landlord and/or Tenant or any other cause beyond the Landlord's control. Notwithstanding the foregoing, Landlord or Tenant may elect to terminate this Lease within forty-five (45) days of the damage to the Premises. In all such cases, the Parties are entitled to recover from their respective insurance policies proceeds payable for loss of their property.

12. INDEMNIFICATION.

(a) Tenant indemnifies, defends and holds Landlord harmless from and against all suits, actions, damages, liabilities and expenses (including attorney's fees and court costs) in connection with all claims, costs, expenses, liabilities, damages (including, without limitation, bodily injury, death or property damage) arising from or out of any occurrence in, upon, at or from the Premises or the acts or omissions of Tenant or its agents, employees or contractors. Tenant shall immediately notify the Landlord of any injuries to its staff or any invitee/customer which occurs either within or outside of the café area.

(b) Landlord, to the extent allowed by North Carolina law as to governmental entities, indemnifies, defends and holds Tenant harmless from and against all suits, actions, damages, liabilities and expenses (including attorney's fees and court costs) in connection with all claims, costs, expenses, liabilities, damages (including, without limitation, bodily injury, death or property damage) arising from or out of any occurrence in, upon, at or from the Premises or the acts or omissions of Landlord or its agents, employees or contractors. However, the provision contained in this subsection (b) does not include any waiver of the Landlord to assert any governmental immunity allowed by North Carolina law as to any individual or entity and the Landlord herby reserves its right to such immunity.

13. INSURANCE. Each Party agrees that it will procure and keep in force at its expense liability insurance in an amount sufficient to cover bodily injury, disease, illness or death suffered by any one person, but in no event less than $1,000,000 with respect to any one occurrence, and $500,000 with respect to damage or destruction of property arising out of any one accident. Each Party's insurance shall show the other Party as an additional insured. Each Party will provide the other Party a certificate of insurance evidencing such coverage, and said policy shall provide that said insurance may not be cancelled without written notice to the additional insured at least thirty (30) days prior to any cancellation.

14. PROPERTY INSURANCE AND TAXES. Landlord is responsible for insurance coverage on the Building, including fire and vandalism insurance, in such amounts and with such companies as procured by Landlord. Landlord shall provide Tenant evidence of the existence of such insurance. Landlord shall also be responsible for any taxes or special assessments levied or charged against the Building and/or the Premises by governmental authorities. Tenant, throughout the term of this Lease and extensions hereof, shall be responsible for handling any operating license fees for the conduct of its business, and all ad valorem taxes, assessments and other governmental or public charges assessed, levied or charged against its personal property, trade fixtures, inventory, stock, merchandise, or other property owned by Tenant (including seeking exemptions therefrom as permitted by law).

15. SURRENDER OF POSSESSION. Upon the termination or expiration of this Lease, Tenant shall surrender the Premises to Landlord in good order and condition, broom clean, ordinary wear and tear excepted.

16. WAIVER OF SUBROGATION. Landlord and Tenant, each of itself and its personal representatives, successors and assigns, covenants and agrees with the other that no claim shall be made, and that no suit or action, either at law or in equity, shall be brought by either party, or by any person, firm or corporation claiming by, through or under Landlord or Tenant, their heirs, personal representatives, successors, sublessees or assigns, against the other, or their officers, agents, employees, successors, sublessees or assigns, for any loss, cost or damage to the Premises, or the Building, or any improvement or other property located on the Premises, caused by or resulting from fire, explosion or other casualty where such loss, cost or damage are required herein to be fully covered by insurance. All policies of insurance carried and maintained pursuant to this Lease shall contain or be endorsed to contain a provision whereby the insured thereunder waives or is permitted to waive, prior to loss, all rights of subrogation against either Landlord or Tenant.

17. DEFAULT. This Lease is made upon the condition that the Parties shall faithfully perform all of the covenants and agreements as described herein, and the Parties shall cooperate and work together in good faith. If there is a default by a Party ("Defaulting Party") in the observance or performance of any of the covenants or agreements of this Lease and the default shall continue for a period of thirty (30) days after written notice given by the "Other Party" (unless such matter cannot reasonably be cured within thirty (30) days, in which event the Defaulting Party shall not be in default so long as it undertakes such cure within thirty (30) days and completes such cure in a timely and diligent manner thereafter), then the Other Party, at its option, may pursue any and all remedies available to it in law or equity.

18. ASSIGNMENT; SUBLETTING. Tenant shall not assign this Lease nor sublet or otherwise transfer any or all of the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed.

19. NOTICE. All notices provided for shall be in writing, addressed to a Party at their respective addresses set forth below and shall be given, and be deemed to have been given: (i) when hand-delivered; (ii) four business days after being placed in the United States mail, certified mail return receipt requested; or (iii) when delivered by nationally recognized overnight mail delivery service such as Federal Express that provides evidence of delivery. Either Party may change the address for notice by notifying the other Party in writing of the new address.

<u>If to Landlord:</u>
Suzanne Wright, Director of HHS for Davie County
182 Farmington Road
Mocksville, North Carolina 27028

With copy to:
E. Edward Vogler, Jr.
County Attorney
Suite 315 County Administration Building
!23 South Main Street
Mocksville, North Carolina 27028

<u>If to Tenant:</u>
Monarch
Attn: Christy Shaver
350 Pee Dee Ave.
Albemarle, North Carolina 28001

With copy to:
Gardner Skelton, PLLC
Attn: Nicole Gardner
505 East Boulevard
Charlotte, North Carolina 28203

20. CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, and both parties hereby consent to the sole and exclusive jurisdiction of the state and federal courts serving Davie County, North Carolina in the event of any dispute arising under this Lease.

21. MISCELLANEOUS. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, sets forth all of the representations and warranties of the parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral and written agreements, representations, warranties or understandings with respect to the subject matter hereof. A memorandum of lease may be recorded at Tenant's sole cost upon prior written consent of Landlord. This Lease shall be binding upon the Parties hereto and their respective successors and permitted assigns. No right or remedy under this Lease shall be waived unless the waiver is in writing and signed by the Party claimed to have made the waiver, and such waiver shall not be interpreted as a continuing waiver. The invalidity or unenforceability of any term of this Lease shall not affect the validity or enforceability of any other term. Any additional terms which are part of this Lease shall be set forth on **Appendix 1**, attached, and shall be initialed by each party. Landlord and Tenant are not partners or joint venturers. This Agreement may be executed in multiple counterparts, all of which shall be construed together as one and the same instrument. Electronically reproduced (via fax, scan or similar means) copies of signatures to this Agreement shall be treated in all respects as original signatures.

22. NO ILLEGAL USE: Tenant shall not perpetrate, allow or suffer any acts or omissions contrary to law or ordinance to be carried out upon the leased premises or in any common area. Upon obtaining actual knowledge of any illegal acts or omissions upon the leased premises, Tenant agrees to immediately inform Landlord and the appropriate authorities. Tenant shall bear responsibility for any and all illegal acts or omissions upon the leased premises and shall be considered in breach of this Lease upon conviction of Tenant or invitees, licensees, and/or guests for any illegal act or omission upon the leased premises- whether known or unknown to Tenant.

23. REMEDIES NOT EXCLUSIVE: The remedies and rights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by applicable North Carolina law.

24. SEVERABILITY: If any provision herein, or any portion thereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions and/or portions of provisions shall remain valid and enforceable and shall be construed to so remain.

25. NO WAIVER: The failure of Landlord to insist upon the strict performance of the terms, covenants, and agreements herein shall not be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force and effect. No act or omission of Landlord shall be considered a waiver of any of the terms or conditions of this Lease, nor excuse any conduct contrary to the terms and conditions of this Lease, nor be considered to create a pattern of conduct between the Landlord and Tenant upon which Tenant may rely upon if contrary to the terms and conditions of this Lease.

[**SIGNATURES ON NEXT PAGE**]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement, or caused it to be executed by a duly authorized representative as of the day and year first above written.

LANDLORD:

By: ____
Print: ____
Its: ____

TENANT:

By: ____
Print: ____
Its: ____

APPENDIX 1

Service Obligations Pursuant to Paragraph 8:

Service Obligation	Landlord	Tenant	Not Applicable
Sewer / Septic	X		
Water (hot & cold)	X		
Electric	X		
Gas	X		
Telephone	X		
Security System	X		
Fiber Optic	X		
Janitor / Cleaning	X		
Trash / Dumpster	X		
Landscaping / Maintenance	X		
Sprinkler System	X		
Pest Control	X		
Cable	X		
Internet	X		
HVAC	X		
Other:			
Other:			
Other:			

Additional maintenance and repairs obligations pursuant to paragraph 9(c):

Tenant:____

Landlord:____

Additional terms pursuant to Paragraph 21:

Landlord's Initials: _______________ Tenant's Initials: _________________

DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS

<u>Agenda Item Details:</u>

Date of Meeting: July 12, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:
Southern Health Partners, Inc.

BACKGROUND/PURPOSE OF REQUEST: Southern Health Partners, Inc., HEALTH SERVICES AGREEMENT FOR THE DAVIE COUNTY DETENTION CENTER

The attached contract is a continuation of the current agreement. The contract is for FY 2021-22 and involves a 3% annual adjustment, as agreed upon in the last contract renewal.

Established in 1994, Southern Health Partners provides customized inmate healthcare programs within county jail systems in over 250 facilities across 14 states. Southern Health Partners has provided health services in the Davie County Detention Facility for at least 15 years.

FISCAL IMPACT: $263,899.32

COUNTY MANAGERS; RECOMMENDATION:
<County Manager Comments Here>

ATTACHMENTS:
Southern Health Partners

Southern Health Partners

March 10, 2021

Sheriff J.D. Hartman
Davie County Sheriff's Office
140 S. Main Street
Mocksville, NC 27028

Re: Health Services Agreement

Dear Sheriff Hartman:

With nearly twenty-six years of experience partnering with County governments, SHP recognizes the importance of continuing to provide affordable, high quality inmate medical care. Be assured of our goals to serve, heal and protect, as an industry-leading correctional health care provider.

In order to keep pace with the increased costs of operating a safe, efficient and compliant medical care program, it will be necessary to increase our service rates for the upcoming 2021-2022 contract period. We understand the impact a rate adjustment may have on our customers following the unprecedented, challenging time of the COVID-19 pandemic, and are committed to keeping the annual rate increase minimal for the County. SHP will remain focused on being a good steward of County taxpayer funds, while providing exceptional patient care services. The pricing terms, effective on July 1st in line with the renewal anniversary, are listed below with a 3% adjustment, a difference in the base rate of $640.53 more per month.

Contract Period: July 1, 2021 through June 30, 2022	
Base annualized fee:	$263,899.32 ($21,991.61 per month)
Per diem greater than 65:	$1.46
Annual outside cost pool limit:	$40,000.00

For the historical contract record and to confirm the renewal of our Health Services Agreement with Davie County, I will ask you to keep this letter and *return a signed copy to me on or before May 14, 2021* by email (jeanette.rodriguez@southernhealthpartners.com) or by fax (423-305-6964). If this letter is not signed in a timely manner, then billing will be prorated back to the contract inception date. Except as modified above, or as may be further amended or modified by mutual agreement between the parties, all provisions of the contract will remain in full force and effect during the renewal period.

If there are any questions or concerns that you would like to discuss, then please reach out to me by phone at 423-553-5635, ext. 9-22 so I can be of assistance. We appreciate Davie County's business and look forward to our continued services in the new year.

APPROVED AS TO FORM
06-03-21
County Attorney

Sincerely,

SOUTHERN HEALTH PARTNERS, INC.

Jeanette Rodriguez

Jeanette Rodriguez
Contracts Administrator

DAVIE COUNTY, NC
BY:

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

JD Hartman Sheriff

cc: Captain Dana Recktenwald

Attachment: Southern Health Partners (Southern Health Partners, Inc.)

2030 Hamilton Place Blvd, Ste.140
Chattanooga, TN 37421
423.553.5635 (phone)

DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: July 12, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:
Trinity Services Group, Inc.

BACKGROUND/PURPOSE OF REQUEST: Trinity Services Group, Inc., amendment to food service agreement to operate inmate food services at the Davie County Detention Center

This contract amendment is a continuation of the current agreement and reflects a 4% increase to offset the inflationary impact of rising food service costs, as provided in the original agreement. The amendment extends the term of the agreement for one (1) year, beginning October 1, 2021 and running through September 30, 2022.

FISCAL IMPACT:

COUNTY MANAGERS; RECOMMENDATION:
<County Manager Comments Here>

ATTACHMENTS:
Trinity Food Service Agreement

AMENDMENT TO FOOD SERVICE AGREEMENT

This Amendment to Food Service Agreement is made effective June 1, 2021 by and between Davie County Sheriff's Office, with principal offices located at 140 South Main Street, Mocksville, NC 27018 (hereinafter referred to as "Agency"), and Trinity Services Group, Inc., a Florida corporation with principal offices at 477 Commerce Boulevard, Oldsmar, FL 34677 (hereinafter referred to as "Trinity").

WHEREAS, Trinity and Agency have previously entered into a Food Service Agreement effective the 1st day of October 2017 (the "Agreement") pursuant to which Agency provided Trinity the exclusive right to operate inmate food services at the Davie County Detention Center, and

WHEREAS, the parties now desire to amend the Agreement to extend its term for a period of one (1) year and to increase meal prices by an amount equal to four percent (4%) to 1) offset the inflationary impact of rising food service costs as provided for in the Agreement (the current Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home has increased 3.7% year over year) and 2) supplement the purchase of new food service equipment essential to the continued provision of Trinity's Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties, intending to be legally bound, agree as follows:

1. The parties agree that the term of the Agreement is extended for one (1) year beginning October 1, 2021 and extending through September 30, 2022.

2. The parties agree that effective June 1, 2021, meal pricing will be increased by an amount equal to four percent (4%) which is reflected on the price per meal scale attached hereto and incorporated herein as Exhibit A.

3. Except as expressly stated herein, all of the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals effective as of the day and year first above written.

Davie County Sheriff's Office

DocuSigned by:

By: J. D. Hartman

37E7CA24808D47A...

Name: J. D. Hartman

Title: Sheriff

Date: 5/26/2021

Trinity Services Group, Inc.

By: David M. Miller

Name: David M. Miller

Title: Chief Operating Officer

Date: May 25, 2021

APPROVED AS TO FORM

06-03-21

County Attorney

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

Davie County CFO

Exhibit A

Schedule 1
Meal Price Scale
Effective June 1, 2021

Inmate Population	Price
Less than 20	To Be Negotiated
20 – 29	$9.90
30 – 39	$6.88
40 – 49	$5.36
50 – 59	$4.68
60 – 69	$4.22
70 and above	$3.90

Meal prices do not include any applicable sales tax.

DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: July 12, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:
On-Time Catering

BACKGROUND/PURPOSE OF REQUEST: On-Time Catering, Meals for Congregate and home delivered meals

Attached is the annual contract for the provision of congregate and home delivered meals for Senior Services by On-Time Catering. An invitation to bid for this service was last sent out in 2020. This current contract runs through June 30, 2022.

FISCAL IMPACT: $137,334

COUNTY MANAGERS; RECOMMENDATION:
<County Manager Comments Here>

ATTACHMENTS:
On Time Catering

CONTRACT FOR CATERER SERVICES

THIS AGREEMENT, entered into as of this _1_st day of ___July_________, 2021, by and between Davie County Health and Human Services Agency Division of Aging and Adult Services/Senior Services (hereinafter referred to as "Agency") and Seacate, Inc. d/b/a On Time Catering (hereinafter referred to as "Caterer");

W I T N E S S E T H

WHEREAS, the Agency is desirous of purchasing meals for consumption by eligible individuals under the provisions of the Home and Community Care Block Grant and the Older Americans Act of 1965, as amended, including Federal and State regulations and policies relating thereto (hereinafter referred to as the "Older Americans Act, as amended"); and

WHEREAS, the Caterer is a food service management business and has the technical knowledge required to supply such meals;

NOW THEREFORE, the parties, intending to be legally bound hereby, agree as follows:

1. Caterer agrees to sell meals and the Agency agrees to buy meals for the Congregate and Home-Delivered Meals programs, which shall meet the nutritional requirements under the Older Americans Act. Caterer further agrees to prepare meals and deliver them to the sites designated in the *Invitation for Bid for Food Service* packet, March 31, 2020. Additional sites may be added or eliminated from time to time during the term of this Agreement in writing by the Agency, without cost to the Agency.

2. It is understood and agreed that Ronald Seaford shall be the contact person for the Caterer in the performance of this Agreement.

   Further, it is understood and agreed that Kim Shuskey, as Director, shall be the contact person for the Agency in the performance of this Agreement.

3. The Agency shall have the right and authority to:

   a. Request menu variety, use of seasonal foods, delivery of quality product;
   b. Inspect all food to determine compliance with specifications and to reject any food not meeting such specifications, including foods not meeting the appropriate temperature requirements;
   c. Be provided with records relating to the food purchased for sites for review and audit as necessary;
   d. Inspect at any time Caterer's food preparation, packaging, and storage areas' food containers and automotive vehicles used in transporting the prepared meals to the sites; and utensils used in serving the meals to determine the adequacy of cleaning, sanitation and maintenance practices;

e. Determine the adequacy of Caterer's storage and record-keeping practices so as to ensure the safekeeping of all food, including that food donated for use of the Agency by the U. S. Department of Agriculture, and in connection therewith to have ready access to the related food inventory control record of Caterer;

f. Inspect the meals served to determine compliance with U. S. Department of Health and Human Services meal-type requirements (Public Law 95-478), and North Carolina Division of Aging meal requirements and the Agency shall have the right and authority to withhold payment for meals not meeting prescribed requirements.

4. Caterer shall comply with Federal, State and Local laws and regulations governing the preparation, handling and transporting of food; shall procure and keep in effect all necessary licenses, permits and food handler's cards in a prominent place within meal preparation area, as required. Caterer shall comply with all applicable Federal, State and Local laws and regulations pertaining to wages and hours of employment and equal employment opportunity. Caterer will comply with all State and Federal antitrust laws and civil rights laws.

5. Caterer shall package the food for home delivered meals so that hot food will maintain a temperature of at least 140° F and all cold food at a temperature of 41° F or below at the time that it is delivered by the Agency. Caterer will provide equipment necessary to maintain temperatures prior to serving congregate meals. Caterer shall supply for each meal the equipment, disposables and condiments listed in Charts 1 and 2 of the Invitation for Bid for Food Service packet, March 31, 2020.

6. Caterer will invoice Agency monthly at the rate of $3.50 plus sales tax per congregate meal and $3.50 plus sales tax per home-delivered meal (attachment A). Billing by Caterer will be no sooner than the 10th of each month. Agency will make payments within 30 days of the date of each bill. Caterer will maintain the necessary reports and records to document such utilization and origin of food products in accordance with State and Federal Regulations.

Payment shall be by check payable to On Time Catering. All payment shall be to:

On Time Catering
403 West Fifth Avenue
P.O. Box 846
Lexington, NC 27293 - 0846

- The per meal prices stated in this Agreement are firm for the period beginning on the Effective Date and ending on June 30, 2022. Davie County will consider an annual price increase/decrease for the next year's contract based on the volume of meals served and the Consumer Price Index as of December 31 of each year.

7. Upon delivery of food to each location, an authorized on-site representative of the Agency will sign a receipt of such food. The driver shall retain one copy and the Agency shall retain one copy. Such receipt shall be evidence of delivery only and shall not be considered evidence of quality, quantity, temperature or completeness of meals. The Agency will notify Caterer of shortages on the day they occur, when feasible.aterer shall make compensation to the Agency against any loss, damage, spoilage or shortage of food (including attorney's fees and costs of litigation) caused by the solely negligent acts or omissions of Caterer's agents or employees in carrying out the terms of this Agreement. Caterer shall defend and indemnify the Agency against any claim or suit involving personal injury or property damage arising out of the Caterer's sole negligence.

8. Caterer shall supply the recipes for meals to be delivered to ensure compliance with the U. S. Department of Health and Human Services Public Law 95-478 and the North Carolina Division of Aging meal-type requirements. Menus will be developed by Caterer and dietician with a quarterly review by project directors to incorporate any consumer requests. Final menus shall be submitted to Agency for review no later than two weeks in advance of proposed use. Each page of menus must bear the signature of the registered dietician, ensuring that the Federal regulations stipulating nutritional standards for older adults have been satisfied and nutrient analysis completed for each meal. Menu changes from the certified menu must be approved by a registered dietician, procured by the Caterer, within 90 days of substitution, or in the case of the fourth quarter of the state fiscal year, not later than July 31 and copies submitted to the Agency to be filed with menus for the appropriate quarter. The Agency will develop these forms and will keep same on file with the certified menu for audit.

9. The Agency shall promptly notify Caterer in writing of any claims against Caterer or the Agency and in any event a lawsuit is filed, shall promptly forward to Caterer all legal documents served in connection therewith. The Agency shall not incur any expenses or make any settlement without Caterer's consent. However, if Caterer refuses or neglects to defend any such suit, the Agency may defend, adjust, or settle any such claim. The reasonable costs of such defense, adjustment or settlement, (including reasonable attorney's fees), shall be paid by Caterer.

10. Caterer shall keep full, complete and accurate records of all purchases and sales covered by this Agreement. All such records shall be kept on file for three years, (pursuant to Title 45 CFR, Part 74 HHS), after the end of the Federal fiscal year to which they pertain or any other period which North Carolina Division on Aging may from time to time designate.

    All records of Caterer relating to food purchases, storage, and preparation and transportation directly related to the meal or utensils delivered under this Agreement, (including records of receipts, storage and use of food donated by the U. S. Department of Agriculture), shall be made available to the Agency or its authorized representative upon request. The Agency (and/or its authorized representative), the North Carolina Division on Aging, the Administration on Aging in the Department of Health and Human Services, the United States and North Carolina Department of Agriculture and the Comptroller General of the United States shall access to all such records for audit or review at a reasonable time and place and shall have the right to conduct on-site reviews of the food service operation.

11. Caterer agrees to furnish the Agency with a certificate of insurance in a form acceptable to the Agency certifying that Caterer carries: Workman's Compensation, comprehensive, bodily injury and property damage liability insurance, in such amounts as are acceptable to the Agency. The Caterer hereby waive any and all rights of recovery from the Agency, for loss to personal or real property, or loss of use thereof, howsoever occurring. This waiver shall include, but not be limited to losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage.

12. The fiscal arrangements of this Agreement are based upon the following number of meals for the period from July 1, 2021 through June 30, 2022 hereunder:

An average of 135 homebound meals individually plated each day;
An average of 62 congregate meals prepared in bulk each day – Mocksville site;

13. The Holiday schedule to be observed for the purpose of this Agreement as follows:

Independence Day	July 5, 2021
Labor Day	September 6, 2021
Veterans Day	November 11, 2021
Thanksgiving Holidays	November 25-26, 2021
Christmas Holidays	December 23-27, 2021
New Year's Day	December 31, 2021
Martin Luther King, Jr. Day	January 17, 2022
Good Friday	April 15, 2022
Memorial Day	May 30, 2022

The above schedule shall be altered only by mutual agreement of the parties, upon approval by the Agency Project Director.

14. The Caterer shall be responsible for providing, maintaining and sanitizing all serving equipment. The Agency shall be responsible for providing, maintaining and sanitizing all homebound insulated food containers. Caterer will provide National Sanitation Foundation approved insulated food containers for transportation of meals to the designated site(s). The Caterer will replace containers needing replacement. Food should be “panned” no longer than one-half hour prior to shipping.

15. The Agency shall notify Caterer of its daily meal requirements by 2:00 p.m. on the day prior to the date on which said meals are to be delivered. This notification may be modified on the day of serving in special circumstances, such as ice, snow, electrical failures, etc. so long as notice is given by 7:00 a.m. the date of delivery under special circumstances. The Agency should notify the Caterer no later than 7:00 a.m. on the day of serving if the circumstances prevent delivery. Meals will not be served during inclement weather (snow, ice, etc.,) using the local Board of Education’s decision for school closing as a guide, unless otherwise agreed by all parties. If caterer is notified by 7:00 a.m. not to prepare meals for any inclement weather days, no charges will be made to the local service agency for that day. Changes made for notification after 7:00 a.m. will be made at a prorated cost for preparation that have been made. Caterer and local service agencies may agree to an earlier time. Meals shall be delivered no later than one half hour prior to serving time at each site as described in the *Invitation for Bid for Food Service* packet, March 31, 2020. Further, no food may be held from end of preparation to delivery of food to nutrition site for more than three hours.

16. Menu substitutions will not be allowed except under extreme circumstances. If such a circumstance arises, food substitutions shall be approved by a registered dietician to ensure meals meet one-third of the daily Recommended Dietary Allowances. Caterer shall notify the Agency as soon as practically possible is a substitution is required due to extreme circumstances. In non-emergency situations, substitutions must be approved by the dietician within 90 days of serving or, in the case of the fourth quarter of the state fiscal year, not later than July 31. Meals with substitutions not approved in this manner are not eligible for reimbursement. The Agency shall provide written consent, which shall not be unreasonably withheld, of any substitutions.

17. Caterer will deliver meals in bulk to the nutrition sites at the following times:

Mocksville...10:10 a.m.

Delivery times may be altered by mutual agreement of the parties upon approval by the Agency. Caterer and Agency will reevaluate time of delivery if problems arise and agree to cooperate with each other to arrange appropriate delivery times.

Further, Caterer shall maintain adequate sanitary practices in handling the food in transits as determined by standards established by the North Carolina Division of Aging, North Carolina Department of Human Resources.

Each meal shall comply with the applicable regulations of the Department of Health and Human Services, Administration on Aging and the North Carolina Division of Aging Service Standard Manual, Volume 1, Congregate Nutrition/Home Delivered Meals, pursuant to the Older Americans Act, as amended.

18. Agency is currently reimbursed for each complete meal served. If the meals fail to meet minimum standards of quality, temperature or nutritional composition, the project is not reimbursed. If minimum standards are not met through any failure of performance by Caterer, the Agency shall not reimburse Caterer for those meals. In the event that the Agency maintains that the minimum standards are not met, the Agency Project Director shall notify Caterer within forty-eight (48) hours of any failure of performance by Caterer and provide evidence of such failure.

19. It is mutually agreed between the parties, (subject to the provisions of paragraph 12), that neither party shall be held responsible to the other for any losses resulting from:
a. delay or failure to perform to the extent that the said party is delayed or prevented by Federal, State or municipal action; war, revolution or other disorder,
b. strike or other labor problem,
c. fire, flood, or acts of God, or
d. by any other cause not within the control of the party whose performance is interfered with and which by the exercise of reasonable diligence, the party is unable to prevent, whether of the class of causes hereinabove enumerated or not.

21. In the event that Caterer fails to deliver any meal or part(s) thereof or delivers meals excessively later (one-half [1/2] hour or longer) past the designated hour of delivery as described above, the Agency may procure a meal or meals or parts thereof elsewhere. The Agency shall charge the Caterer the cost of such replacement of meal, meals or part thereof, plus any expense incurred by the Agency in procuring such replacement of a meal, meals or parts thereof.

The Agency has the right to refuse foods that are below temperature standards, not aesthetically pleasing and are not palatable. The Caterer shall not be paid for said meals. The Agency will immediately review with Caterer the status of the food if the meal or a portion is found unacceptable. Any unacceptable meal, meals or portion thereof will be returned by mutual agreement.

When replacement meals are purchased by the Agency, Caterer's liability hereunder shall be limited to actual replacement costs for meals purchased under this provision and provided that the Agency shall submit a claim for reimbursement under the Older Americans Act for such meals or parts thereof prorated. Upon receipt, Caterer shall reimburse the Agency for the amount of its liability hereunder.

In the event that Agency is unable to purchase the necessary meals or parts thereof, Caterer shall bear liability for the Agency's reimbursement rate of $4.10 for each incomplete congregate meal and $5.14 for each incomplete home delivered meal, or any such other unit rates as may be established by the Agency. If food is delivered more than ½ hour past scheduled delivery time, or if food is delivered at an unacceptable temperature, but can be brought up to temperature properly according to food safety standards, the Agency will not pay Caterer for those meals. As long as the Agency is able to claim meal for reimbursement, Caterer will not be responsible for reimbursement rate.

22. Caterer shall not assign any interest in this Agreement, and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the Agency and thereto. Notwithstanding the foregoing, Caterer may assign this Agreement, without written consent to any affiliate. For purposes of this section, "affiliate" shall mean any entity controlling, controlled by or under common control as Caterer. No variation or modification of the Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the Agency and Caterer.

23. Caterer covenants that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of service required under this Agreement. Caterer further covenants that in the performance of the Agreement, no person having any such interest shall be employed.

24. If Agency requires changes in the number of meals to be prepared by Caterer, such changes that are mutually agreed upon by and between the Agency and Caterer shall be incorporated in written amendments to this Agreement.

25. No officer, member or employee of the Agency, and no members of this governing body or the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in the Agreement or the proceeds thereof.

26. It is mutually agreed that if any party shall fail to perform or observe any of the terms or conditions of this Agreement, the party claiming such failure shall give the other party written notice of such breach. If within fifteen (15) calendar days from such notice the failure has not been corrected, the injured party may cancel the Agreement by giving an additional fifteen (15) calendar days written notice. Either party may cancel this Agreement without cause upon ninety (90) days prior written notice to the other party.

    If this Agreement is terminated under any circumstances, the Agency shall pay Caterer for all senior citizen and staff meals, and other services, provided by Caterer to and including date of termination, at the prices and within the payment periods set forth in this Agreement. The Agency's obligation to pay for meals and services provided shall survive the termination or expiration of this Agreement. Notice is to be sent by certified or registered mail, with receipt requested.

A notice to Caterer may be sent to:
Ronald Seaford, President
On Time Catering
403 West Fifth Avenue
P.O. Box 846
Lexington, NC 27293 - 0846

A notice to Agency may be sent to:
Kim Shuskey
Davie County Senior Services
278 Meroney Street
Mocksville, NC 27028

27. This Agreement shall remain in effect until terminated by Caterer giving the Agency ninety (90) business days prior written notice on intention to terminate as of the date specified, or by the Agency giving Caterer ninety (90) business days prior written notice of intention to terminate as of the date specified. This Agreement shall remain in full force and effective June 30, 2022 or until terminated as stated above.

28. In the event that funds are terminated or otherwise unavailable for the purposes set forth in this Agreement, this Agreement shall be terminated, releasing the Agency and Caterer from further obligations contained herein, except that the Agency shall be responsible for paying Caterer for any meals provided up to and including the date of such termination.

29. In the carrying out of the contract work, Caterer will not discriminate against any employee or applicant for employment because of age, sex, race, creed, handicap, color or national origin. Caterer will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, handicap, color or national origin. Such action shall include recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Caterer agrees to post in conspicuous places, available to all employees and applicants for employment, notice to be provided by the Government setting forth the provision of this non-discrimination clause. Caterer will, in all solicitations or advertisements for employees placed, or on behalf of Caterer, state that all qualified applicants will receive consideration for employment without regard to age, sex, race, creed, handicap, color or national origin.

30. Caterer shall immediately notify the Agency of any changes made in his/her license, Food Liability Insurance, and Grade A Sanitary Rating. If the Sanitary Rating falls below "A" or 90%, Davie County must be notified immediately and must receive a copy of the Environmental Health inspection report. Corrective action must be undertaken and a request for re-inspection for purposes of raising the grade must be made within 7 days of the lower grade. When the local Environmental Health Specialist re-inspects the facility, Davie County must receive a copy of the re-inspection report. The facility where meals are prepared or served may continue to provide meals for the nutrition program with a sanitation rating of less than "A" or 90% at the discretion of Davie County and the Piedmont Triad Regional Council Area Agency on Aging.

31. Agency's Nutrition Project Director, or his/her designee, will conduct a formal on-site assessment of Caterer at least on an annual basis. Agency's authorized representatives, and representatives from the North Carolina Division of Aging shall have the right to conduct on-site review of the food service operation.

32. Any Federally donated commodities requested and received by on behalf of the Agency and made available to Caterer shall inure only to the benefit of the Agency's food service program and be utilized therein. Caterer shall maintain adequate storage practices, inventory and control of such foods to ensure that its use is in conformance with the requirements of the United States Department of Agriculture and the North Carolina Division of Aging. Caterer shall provide ready access to the food storage area and to the inventory and control records of the food purchases and the Government food donated by the U. S. Department of Agriculture for such inspection and review as, in the opinion of the United States Department of Agriculture and the North Carolina Division of Aging, is necessary.

33. Caterer agrees to adhere to all clauses in the *Invitation for Bid for Food Service* packet, March 31, 2020.

34. This contract is awarded, modified, terminated, extended or renewed contingent upon the availability of Federal and/or State funds and upon the conditions as described in the *Invitation for Bid for Service* packet, March 31, 2020.

35. In no event will either party be liable to the other party for any loss of business, business interruption, consequential, special, indirect or punitive damages.

36. "E-VERIFY – *Contractor* shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if *Contractor* utilizes a subcontractor, *Contractor* shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

37. This Agreement is subject to the attached local government contractual terms and conditions (Exhibit A**).**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly-authorized representatives.

Davie County

____
Suzanne Wright, Davie County Health & Human Services Director

____
Date

____
Ronald Seaford, President, On Time Catering

____
Date

Approved as to Form: APPROVED AS TO FORM
06-14-21
County Attorney
County Attorney

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

6-14-21
Davie County Finance Officer

Attachment: On Time Catering (On-Time Catering)

EXHIBIT A

STANDARD NORTH CAROLINA LOCAL GOVERNMENT CONTRACTUAL TERMS & CONDITIONS RIDER

(the **"LGR")** Effective: March 30, 2020

THIS LGR is hereby made and entered into by and between DAVIE COUNTY (the "**County**") and any and all parties entering into any contract, memorandum of understanding, or other agreement of any kind, for the provision of goods, services, or other consideration of any kind, to the County referencing its existence or inclusion as a part thereof.

Any such instrument(s) together with any and all exhibits, addenda, riders and/or any other instruments attached to, or incorporated by reference therein, shall be collectively referred to hereinafter as the "**Contract**".

WITNESSETH:

WHEREAS, County is a body politic of the State of North Carolina, subject by operation of law to certain additional rules, regulations, and laws applicable to public and/or governmental bodies including without limitation certain operational and contractual requirements; and

WHEREAS, the risk of financial default under a contract entered into by such a governmental body is substantially lower than the ordinary risk of financial default attributable to private or commercial entities; and

WHEREAS, County has established this LGR for the non-exclusive purposes of expediting its contract review and approval process, to document notice of its governmental status, and to protect its citizens and the public at large from illegal or unfair obligations otherwise imposed under certain adhesion contracts; and

WHEREAS, County is prohibited by applicable law from executing the Contract without modification by this LGR, or has otherwise determined it is not in the best interests of its citizens and the public at large to do so without the additional terms and conditions of this LGR being made a part thereof.

NOW THEREFORE, in exchange of the mutual covenants made herein, and for other good and valuable consideration exchanged between the parties, the sufficiency of which is hereby acknowledged, including but not limited to the inducement of County to enter into the Contract as modified by this LGR, the parties agree as follows:

PART A: AMENDED CONTRACT TERMS:

1. Contract Incorporation: **THE TERMS AND PROVISIONS OF THIS LGR SHALL BE DEEMED FULLY AND COMPLETELY INCORPORATED INTO, AGREED TO, AND ACCEPTED BY, ALL PARTIES ENTERING INTO ANY CONTRACT WHICH REFERENCES THEIR EXISTENCE IN ANY WAY;** including to the fullest extent permitted by law, incomplete or non-specific references to their existence where any party could with reasonable due diligence have ascertained the existence and content of its terms**.** Each party entering into any such Contract further agrees that the incorporation of this LGR into the terms and conditions of the Contract shall be deemed to be a **MATERIAL CONDITION PRECEDENT** to County's acceptance of such Contract, and to the validity and enforceability of said Contract against County by any party thereto. Partial performance by any party under such a Contract without formal execution thereof, shall be considered as agreement to, and acceptance of, these LGR terms and conditions.

2. Contractual Conflict & Precedence: **NOTWITHSTANDING ANY STATEMENT OR PROVISION WITHIN THE CONTRACT TO THE CONTRARY, AND EXCEPT FOR ANY "ADDITIONAL TERMS & CONDITIONS" AGREED TO BETWEEN THE PARTIES PURSUANT TO THE IMMEDIATELY FOLLOWING PARAGRAPH, THE TERMS AND CONDITIONS OF THIS LGR SHALL SUPERSEDE, CONTROL OVER, AND PREVAIL IN THE EVENT OF ANY CONFLICT WITH ANY DIFFERING OR CONTRARY TERMS OR CONDITIONS OF THE CONTRACT.** Except to the extent they are inconsistent with or modified by this LGR, the terms and conditions of the contract shall remain in full force and

effect.

3. Additional Terms & Conditions: To the extent the parties require any additional or specific modifications or amendments to the Contract, or to this LGR itself, the same **shall be reduced in writing and attached to the Contract labeled as "*Additional Terms & Conditions*" which shall clearly reference the Contract to which it applies, shall state that it takes precedence over, and shall control in the event of any conflicts with, both the Contract and any Local Government Rider", and shall be separately signed by all parties** concurrently with their execution of the Contract instrument(s).

PART B: STANDARD LOCAL GOVERNMENT PROVISIONS:

1. Public Records & Confidentiality: County is required to comply with certain applicable statutes of the State of North Carolina regarding open meetings and/or open records. Notwithstanding anything to the contrary within the Contract, County shall not be liable to any party for disclosing the Contract, or any documents or communications made or received in relation thereto, to any third party or the public at large, if such disclosure is made by County in a good faith effort within its sole discretion, to comply with any public records request or other applicable laws.

2. Limitation on Contractual Authority: Only the County Board of Commissioners, the County Manager, or another agent specifically designated in writing by either to exercise their respective authority related to the Contract shall be authorized to enter into, modify, or otherwise bind the County to the Contract in any way. Any such action shall be taken only by the signed written consent thereof, and no party shall rely upon any verbal communications, or otherwise upon the authority of any other agent of the County in lieu thereof. This provision shall apply to prevent any inadvertent or passive modifications to the terms of the Contract through communications between the parties as may otherwise be allowed by law, including but not limited to any such provisions of the North Carolina Uniform Commercial Code, if applicable.

3. Limitation Upon Partial/Progress Payments for Goods/Materials to be Delivered: Payment (partial or otherwise) for any physical goods or materials to be provided to the County pursuant to the Contract, shall not be due or owed by the County until after actual delivery and acceptance of any such physical items.

4. E-Verify Certification: At all times during performance of the Contract, all parties shall fully comply with Article 2 of Chapter 64 of the General Statutes, and shall ensure compliance by any subcontractors utilized. All parties shall execute an affidavit verifying such compliance upon request by County.

5. Iran Divestment Act Certification: All parties executing this Contract thereby affirm they are not listed on the Final Divestment List created by the State Treasurer pursuant to Article 6A of the Iran Divestment Act, nor shall they utilize any subcontractor in the performance of the Contract that is identified upon said list.

6. Divestment from Companies that Boycott Israel: All parties hereby certify that they are not on the North Carolina State Treasurer's list, prepared pursuant to NCGS 147-86.80 et. seq., of companies engaged in a boycott of Israel, and that they will not utilize in the representation of the County pursuant to this Contract any firm on said list.

7. Constitutional Limitation on County Indemnification: The parties acknowledge and understand that an unlimited indemnification by County constitutes a violation of the North Carolina Constitution, and is void and unenforceable by operation of law. Any indemnifications given by County to any party under the Contract shall be deemed to be given only to the fullest extent allowed by law.

8. Contingent Funding/Non-Appropriations Clause: Notwithstanding anything to the contrary within the Contract or this LGR, all financial obligations of the County under the Contract are dependent upon, and subject to, the continuing allocation of funds by the County Board of Commissioners for such purpose. The Contract shall automatically terminate if such funds cease to be allocated or available for any reason.

9. Not to Exceed (NTE) Cap: Unless otherwise approved in writing by County, the total amount of compensation payable by County to all parties under the Contract during each fiscal year of County (running from July 1 to June 30 of the following calendar year) shall not exceed the amount, if any, which is specifically listed within the Contract as "**Total annual compensation hereunder Not to Exceed $_without County Manager's prior written approval**". This amount is the total combined budget normally allocated for the services rendered under the Contract, and may be increased unilaterally by County from time to time, only through the written approval of the County Manager which may be given via email.

10. Pre-audit & Purchasing Policy Notices**:** Per NCGS § 159-28 no contract with a local government including County requiring the payment of any public funds is valid unless properly pre-audited in the manner required by said statute. The Contract must contain a Pre-audit Certificate signed by the County Finance Officer or their Deputy which shall take the substantially the following form "This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act." Failure to obtain a pre-audit upon the Contract makes the contract invalid and unenforceable per state law. Additionally, pursuant to County purchasing policies, no obligation of $500 or more for any goods sold or services rendered to County is validly enforceable without a valid signed contract, or a signed Purchase Order for such goods or services. Contact the County Finance Office at 336-753-6022 with any questions or for further information related to this provision.

PART C: OTHER GENERAL PROVISIONS

Notwithstanding anything within the Contract to the contrary:

1. Choice of Law, Forum, & Pre-Litigation Mediation: This Contract is made and entered into in Davie County, North Carolina and shall be governed by and construed in accordance with North Carolina law. Any claim for breach or enforcement of this Contract shall be filed in the appropriate court located in the jurisdiction of Davie County, North Carolina. The parties agree in good faith to first submit any disputes to that formal process known as mediation being that process which is described by North Carolina in its Alternative Dispute Resolution Program through the Dispute Resolution Commission. The parties agree that they will attempt to agree on a North Carolina Certified Superior Court Mediator with the understanding that this list is maintained by the North Carolina Dispute Resolution Commission. Should the parties be unable to agree, then that mediator who is next to be assigned on a case by Court Administration in Davie County will be used as the mediator. The parties shall share the costs of mediation equally and the parties agree to mediate in good faith.

2. Construction & Headings: No rule of construction shall apply against any party as the drafter of the Contract which is the result of an arms-length negotiation between the parties. The titles/captions/headings of any and all portions of the Contract are intended for reference purposes only, and shall not be deemed to affect the meaning or interpretation of the Contract terms and conditions.

3. Merger: The Contract is the entire agreement between the parties with respect to the foregoing matter and there are no other verbal or written agreements with respect thereto between the parties which have not been reduced to writing and specifically incorporated into the Contract.

4. Modification: No modifications of the Contract shall be valid unless reduced to writing signed by all parties hereto.

5. Severability: The provisions of this Contract are intended to be severable. Any and all provisions of this Contract that are prohibited, unenforceable, or otherwise not authorized in any jurisdiction shall, as to such portion and/or jurisdiction only, be deemed ineffective to the extent of such prohibition, unenforceability, or non-authorization, without invalidating the remaining provision(s) hereof in such jurisdiction, or affecting the continuing validity, enforceability, or legality hereof in any other jurisdiction.

6. Signature Warranty: Any party executing the Contract as a corporate or other legal entity represents to the other parties hereto that such entity is duly organized, validly existing, and in good standing under the laws of the State of North Carolina or otherwise under the laws of the state of its formation, and is qualified to transact the business contemplated herein within the state of North Carolina, and further that any such party executing the Contract on

behalf thereof, has the full power and authority to do so without any further authorization being required from any party, and thereby legally binds said entity to the terms and conditions of this Contract.

7. Additional Limitation of Scope of County Indemnification: If applicable, any indemnification given by County shall be deemed and further limited to indemnify against claims or actions arising from the action or inaction of County's own officers, officials, employees or agents only; and shall not be deemed to indemnify any party against claims or actions arising from any action or inaction of any other parties.

8. Waiver of Consequential/Punitive Damages: Under no circumstances whatsoever, shall any party be entitled to recover, and all parties hereby waive their right to seek, any indirect, punitive, special or consequential damages of any kind whatsoever, incurred in connection with any breach of the Contract. Notwithstanding the foregoing, the reasonable costs incurred in connection with successfully enforcing the Contract against another party, including court costs, fees, and reasonable attorneys' fees associated therewith shall be recoverable by such a prevailing party.

9. Savings Provision: County shall not be held in default of the Contract or otherwise deemed in breach thereof, unless it has first failed to cure any condition causing such default within thirty days (30) days written notice thereof by the party alleging such default. If County cures any default within that period, no breach of the Contract shall be deemed to have occurred.

10. Electronic and/or Duplicate Execution & Order of Execution: The Contract may be executed in multiple counterparts, in which event each executed copy shall be deemed an original document as between the parties. An electronic signature and/or copy of the Contract shall have the same force and affect as the original. Due to the need to comply with statutory auditing requirements, all parties contracting with County shall execute the Contract first and deliver a fully signed copy thereof (preferably via electronic form) to the County for its counter-execution and delivery of a fully signed copy to all parties

11. Force Majeure: Neither party shall be liable for any failure to accept or make deliveries of any supply, materials or equipment or any personal services which is the result of any interruptions of or delays in transportation, or any other similar circumstance beyond the control of the parties, OR from any other causes beyond the reasonable control of the parties, including, but not limited to : acts of God; strikes or other labor disturbances; acts of terrorism; riots; epidemics and/or pandemics; floods; fires; unusual severe weather conditions; accidents; government actions of state of emergencies declarations; or any other conditions which are outside of the control of the parties hereto.

Accepted: ___________________________

Davie County
By: _________________________________

DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: July 12, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:
Resolution - Food System Resiliency

BACKGROUND/PURPOSE OF REQUEST: Resolution - Food System Resiliency

NC Association of County Commissioners (NCACC) President Ronnie Smith is leading the Resilience Initiative to address food system resiliency in North Carolina during the 2020-21 presidential year. The goal of the presidential initiative is to identify ways counties can help ensure all North Carolinians have access to high-quality, affordable food and local producers are able to help meet this need.

Access to food is a basic human need and a critical component to a healthy society. Food system resilience can be defined as the capacity over time of a food system to provide sufficient, acceptable and accessible food to all, in the face of various and often unforeseen disturbances. When people are food insecure, meaning they lack access to high-quality and affordable food to sustain a healthy lifestyle, it has wide impacts on a community. People who are food insecure are disproportionally affected by diet-sensitive chronic diseases such as diabetes and high blood pressure, and according to research, food insecurity is also linked to many adverse effects to overall health. Food insecurity can be particularly harmful for children, who can experience social, emotional and developmental side effects due to the lack of nutrition. The implications of food insecurity are complex, interconnected and far-reaching. The COVID pandemic has exacerbated the food insecurity crisis in North Carolina.

Counties are extensively involved in addressing food insecurity, particularly through their departments of social services which administers the food and nutrition service programs for families in need of assistance, public school systems that distribute meals to students and cooperative extensions which are in every county and provide research-based knowledge and educational programs enabling people to make practical decisions to improve their quality of life.

Adoption of the attached resolution would show support for the NCACC Task Force and the Resilience Initiative.

FISCAL IMPACT: n/a

COUNTY MANAGERS; RECOMMENDATION:
<County Manager Comments Here>

ATTACHMENTS:
Resolution-Food System Resiliency

Davie County Government
123 S. Main Street | Mocksville, NC 27028 | 336.753.6001
DavieCountyNC.go

RESOLUTION IN SUPPORT OF NCACC PRESIDENTIAL INITIATIVE TO
PROMOTE FOOD SYSTEM RESILIENCY

WHEREAS, access to food is a basic human need and is vital to the well-being of a community; and

WHEREAS, all 100 North Carolina counties are committed to ensuring the needs of their citizens are met; and

WHEREAS, food security, defined as reliable access to quality, affordable food, is vital to a thriving community and food insecurity threatens the fabric of a healthy society; and

WHEREAS, according to Feeding America's annual Map the Meal Gap study, conducted to improve our understanding of food insecurity and food costs at the local level, the average food insecurity rate across North Carolina's counties is 14 percent. And Feeding America projects that the rate will rise to 19.3 percent due to the pandemic; and

WHEREAS, the current pandemic is only further exacerbating the issue of food insecurity and families are facing difficult decisions about how to make ends meet, including whether they can afford the food they need; and

WHEREAS, it is projected that the food insecurity rate in North Carolina will rise to 19.3 percent due to the pandemic and the child food insecurity rate is projected to rise from 19.3 percent to 28.6 percent; and

WHEREAS, according to state officials, agriculture and agribusiness account for 17% of all jobs in the state and an annual economic impact of $91.8 billion and is a vital aspect of the economy in North Carolina; and

WHEREAS, County Commissioners have a responsibility to ensure the basic needs of our citizens are met; and

WHEREAS, the North Carolina Association of County Commissioners (NCACC), under the direction of President Ronnie Smith will be leading a task force to address food system resiliency to help counties take actions to ensure the resources we have are getting to the people in need; and

WHEREAS, the NCACC Task Force will be meeting to examine the various issues that go into creating and sustaining a resilient food system for our residents; and

WHEREAS, by supporting our farmers, supply chains, agribusiness, food industry, and hungry families, we can building resilient communities;

NOW, THEREFORE, LET IT BE RESOLVED, that the Davie County Commissioners, do hereby resolve to support the work of the NCACC Task Force and will commit to examining the food system in Davie County and take steps to help strengthen the system in the service of sustaining a thriving community.

Davie County Government
123 S. Main Street | Mocksville, NC 27028 | 336.753.6001
DavieCountyNC.go

Adopted this the 12th day of July, 2021.	Attested to:
________________________________	______________________________
Terry Renegar Chairman of the Board of Commissioners	Stacy Moyer Clerk to the Board

DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: July 12, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:
Resolution - to Exempt Process of Selecting an Engineer for Water/Sewer and Solid Waste

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BACKGROUND/PURPOSE OF REQUEST: Resolutions to Exempt Process of Selecting an Engineer for Water/Sewer and Solid Waste. Due to current projects, engineering services may be needed above current contracts in place. As engineers are very familiar with projects they are working on to avoid confusion, we want to have the same engineer work on any contract additions. (These resolutions are annual exemptions.)

FISCAL IMPACT: n/a

COUNTY MANAGERS; RECOMMENDATION:
<County Manager Comments Here>

ATTACHMENTS:
Resolution-to Exempt Process of Selecting an Engineer - Hazen

Resolution-to Exempt Process of Selecting an Engineer - S&ME

Resolution-to Exempt Process of Selecting an Engineer - Highfill

Resolution-to Exempt Process of Selecting an Engineer - Grey

Davie County Government
123 S. Main Street | Mocksville, NC 27028 | 336.753.6001
DavieCountyNC.go

RESOLUTION TO EXEMPT THE PROCESS OF SELECTING AN ENGINEER FOR WATER, SEWER AND SOLID WASTE PROJECTS IN FISCAL YEAR 2021-2022
PURSUANT TO N.C.G.S. §143-64.31 AND N.C.G.S. §143-64.32

WHEREAS, the County of Davie has certain ongoing projects regarding repair, maintenance and upgrading of the County water, sewer and solid waste systems during Fiscal Year 2021-2022; and

WHEREAS, Hazen & Sawyer Engineering, Inc., is knowledgeable about the ongoing plans and projects for water, sewer and solid waste system repair, maintenance and upgrading; and

WHEREAS, Hazen & Sawyer Engineering, Inc., is duly licensed by the State of North Carolina and is qualified and competent to offer and provide engineering services for the ongoing projects described herein; and

WHEREAS, the County of Davie desires to retain Hazen & Sawyer Engineering, Inc., to perform engineering services related to water, sewer and solid waste system repair, maintenance and upgrading in Fiscal Year 2021-2022; and

WHEREAS, the County of Davie desires to exempt pursuant to N.C.G.S. §143-64.32, and to retain Hazen & Sawyer Engineering, Inc., to perform engineering services related to water, sewer and solid waste system repair, maintenance and upgrading in Fiscal Year 2021-2022.

NOW, THEREFORE, BE IT RESOLVED that the Davie County Board of Commissioners approves the exemption pursuant to N.C.G.S. §143-64.32, and authorizes the retention of Hazen & Sawyer Engineering, Inc., to perform engineering services related to water, sewer and solid waste system repair, maintenance and upgrading in Fiscal Year 2021-2022 pursuant to N.C.G.S. §143-64.32.

BE IT FURTHER RESOLVED that the Davie County Board of Commissioners authorizes the County Manager and the Public Utilities Director to execute such contracts as necessary to implement the provisions of this resolution, and authorizes the County Manager and Public Utilities Director to execute the same.

Adopted this _____ day of _________, 2021.

____
Terry N. Renegar, Chairman
Davie County Board of Commissioners

Attest:

____
Stacy A. Moyer
Clerk to the Board

Davie County Government
123 S. Main Street | Mocksville, NC 27028 | 336.753.6001
DavieCountyNC.go

RESOLUTION TO EXEMPT THE PROCESS OF SELECTING AN ENGINEER FOR WATER, SEWER AND SOLID WASTE PROJECTS IN FISCAL YEAR 2021-2022 PURSUANT TO N.C.G.S. §143-64.31 AND N.C.G.S. §143-64.32

WHEREAS, the County of Davie has certain ongoing projects regarding repair, maintenance and upgrading of the County water, sewer and solid waste systems during Fiscal Year 2021-2022; and

WHEREAS, S&ME is knowledgeable about the ongoing plans and projects for water, sewer and solid waste system repair, maintenance and upgrading; and

WHEREAS, S&ME is duly licensed by the State of North Carolina and is qualified and competent to offer and provide engineering services for the ongoing projects described herein; and

WHEREAS, the County of Davie desires to retain S&ME to perform engineering services related to water, sewer and solid waste system repair, maintenance and upgrading in Fiscal Year 2021-2022; and

WHEREAS, the County of Davie desires to exempt pursuant to N.C.G.S. §143-64.32, and to retain S&ME to perform engineering services related to water, sewer and solid waste system repair, maintenance and upgrading in Fiscal Year 2021-2022.

NOW, THEREFORE, BE IT RESOLVED that the Davie County Board of Commissioners approves the exemption pursuant to N.C.G.S. §143-64.32, and authorizes the retention of S&ME to perform engineering services related to water, sewer and solid waste system repair, maintenance and upgrading in Fiscal Year 2021-2022 pursuant to N.C.G.S. §143-64.32.

BE IT FURTHER RESOLVED that the Davie County Board of Commissioners authorizes the County Manager and the Public Utilities Director to execute such contracts as necessary to implement the provisions of this resolution, and authorizes the County Manager and Public Utilities Director to execute the same.

Adopted this _____ day of _________, 2021.

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Terry N. Renegar, Chairman
Davie County Board of Commissioners

Attest:

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Stacy A. Moyer
Clerk to the Board

Davie County Government
123 S. Main Street | Mocksville, NC 27028 | 336.753.6001
DavieCountyNC.go

RESOLUTION TO EXEMPT THE PROCESS OF SELECTING AN ENGINEER FOR WATER, SEWER AND SOLID WASTE PROJECTS IN FISCAL YEAR 2021-2022
PURSUANT TO N.C.G.S. §143-64.31 AND N.C.G.S. §143-64.32

WHEREAS, the County of Davie has certain ongoing projects regarding repair, maintenance and upgrading of the County water, sewer and solid waste systems during Fiscal Year 2021-2022; and

WHEREAS, Highfill Infrastructure Engineering, Inc., is knowledgeable about the ongoing plans and projects for water, sewer and solid waste system repair, maintenance and upgrading. and

WHEREAS, Highfill Infrastructure Engineering, Inc., is duly licensed by the State of North Carolina and is qualified and competent to offer and provide engineering services for the ongoing projects described herein; and

WHEREAS, the County of Davie desires to retain Highfill Infrastructure Engineering, Inc., to perform engineering services related to water, sewer and solid waste system repair, maintenance and upgrading in Fiscal Year 2021-2022; and

WHEREAS, the County of Davie desires to exempt pursuant to N.C.G.S. §143-64.32, and to retain Highfill Infrastructure Engineering, Inc., to perform engineering services related to water, sewer and solid waste system repair, maintenance and upgrading in Fiscal Year 2021-2022.

NOW, THEREFORE, BE IT RESOLVED that the Davie County Board of Commissioners approves the exemption pursuant to N.C.G.S. §143-64.32, and authorizes the retention of Highfill Infrastructure Engineering, Inc., to perform engineering services related to water, sewer and solid waste system repair, maintenance and upgrading in Fiscal Year 2021-2022 pursuant to N.C.G.S. §143-64.32.

BE IT FURTHER RESOLVED that the Davie County Board of Commissioners authorizes the County Manager and the Public Utilities Director to execute such contracts as necessary to implement the provisions of this resolution, and authorizes the County Manager and Public Utilities Director to execute the same.

Adopted this _____ day of _________, 2021.

____
Terry N. Renegar, Chairman
Davie County Board of Commissioners

Attest:

____
Stacy A. Moyer
Clerk to the Board

Davie County Government
123 S. Main Street | Mocksville, NC 27028 | 336.753.6001
DavieCountyNC.go

RESOLUTION TO EXEMPT THE PROCESS OF SELECTING AN ENGINEER FOR WATER, SEWER AND SOLID WASTE PROJECTS IN FISCAL YEAR 2021-2022 PURSUANT TO N.C.G.S. §143-64.31 AND N.C.G.S. §143-64.32

WHEREAS, the County of Davie has certain ongoing projects regarding repair, maintenance and upgrading of the County water, sewer and solid waste systems during Fiscal Year 2021-2022; and

WHEREAS, Grey Engineering, Inc., is knowledgeable about the ongoing plans and projects for water, sewer and solid waste system repair, maintenance and upgrading; and

WHEREAS, Grey Engineering, Inc., is duly licensed by the State of North Carolina and is qualified and competent to offer and provide engineering services for the ongoing projects described herein; and

WHEREAS, the County of Davie desires to retain Grey Engineering, Inc., to perform engineering services related to water, sewer and solid waste system repair, maintenance and upgrading in Fiscal Year 2021-2022; and

WHEREAS, the County of Davie desires to exempt pursuant to N.C.G.S. §143-64.32, and to retain Grey Engineering, Inc., to perform engineering services related to water, sewer and solid waste system repair, maintenance and upgrading in Fiscal Year 2021-2022.

NOW, THEREFORE, BE IT RESOLVED that the Davie County Board of Commissioners approves the exemption pursuant to N.C.G.S. §143-64.32, and authorizes the retention of Grey Engineering, Inc., to perform engineering services related to water, sewer and solid waste system repair, maintenance and upgrading in Fiscal Year 2021-2022 pursuant to N.C.G.S. §143-64.32.

BE IT FURTHER RESOLVED that the Davie County Board of Commissioners authorizes the County Manager and the Public Utilities Director to execute such contracts as necessary to implement the provisions of this resolution, and authorizes the County Manager and Public Utilities Director to execute the same.

Adopted this _____ day of _________, 2021.

____
Terry N. Renegar, Chairman
Davie County Board of Commissioners

Attest:

____
Stacy A. Moyer
Clerk to the Board

DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: July 12, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:
Proclamation - July National Park and Recreation Month

BACKGROUND/PURPOSE OF REQUEST:

July is National Park and Recreation Month. This year's theme for Park and Recreation Month is "Our Park and Recreation Story."

The Davie County Recreation and Parks (DCRP) team invites residents to visit Davie County Community Park to share and highlight the stories of how the Davie Community is stronger, more vibrant and more resilient because of recreation and parks. DCRP also encourages residents to share their park and recreation stories on social media using #OurParkAndRecStory.

FISCAL IMPACT: n/a

COUNTY MANAGERS; RECOMMENDATION:
<County Manager Comments Here>

ATTACHMENTS:
July-National Park and Recreation Month '21

Recreation & Parks
151 Southwood Drive | Mocksville, NC 27028 | 336.753.TEAM (8326)
DavieCountyNC.gov

Designation of July as Park and Recreation Month

WHEREAS, recreation, parks, and programs are an integral part of communities throughout this country, including Davie County; and

WHEREAS, our recreation services and parks are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, recreation and parks programs build and enrich healthy, active communities that improve the mental and emotional health of all citizens; and

WHEREAS, recreation services and parks increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, recreation and parks areas are fundamental to the environmental well-being of our community; and

WHEREAS, our natural recreation and parks areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, our natural recreation and parks areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors, and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, the County of Davie recognizes the benefits derived from recreation and parks resources.

NOW, THEREFORE, I, Terry N. Renegar, Chairman to the Davie County Board of Commissioners, hereby proclaim the month of July 2021 as:

Park and Recreation Month

in the County of Davie, North Carolina and invite all citizens to take great pride and pleasure in drawing special public attention to parks, culture and recreation that serve to provide quality of life for all Davie County and communities across the nation.

Dated this 12th day of July, 2021 ______________________________

Terry N. Renegar
On behalf of the Board of Commissioners
to the County of Davie, NC

DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: July 12, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:
Davie Aging Services Planning Committee Bylaws

BACKGROUND/PURPOSE OF REQUEST: Davie Aging Services Planning Committee Bylaws

The Aging Services Planning Committee serves as the Home and Community Care Block Grant (HCCBG) allocation committee for Davie County, as guided by established funding distribution policies. The committee advises the Board of Commissioners concerning the needs, funding for services, priorities, resources, long-range planning and other issues which impact services to the aging, individuals with disabilities and their caregivers. The committee monitors the services provided through the HCCBG funds and advises the Board of Commissioners about these funds. The committee is supported through the Piedmont Triad Regional Council (PTRC).

The committee is seeking approval for their updated bylaws (attached). A second attachment shows a version of the updated bylaws with the revisions.

FISCAL IMPACT: N/A

COUNTY MANAGERS; RECOMMENDATION:
<County Manager Comments Here>

ATTACHMENTS:
Davie Co ASPC Bylaws 2021-02-17 approved

Davie Co ASPC Bylaws 2021-02-17 revisions

Davie County Aging Services Planning Committee
BYLAWS

ARTICLE I: NAME

Section 1 The name of the committee shall be the Davie County Aging Services Planning Committee, also referred to as the DCASPC, and referred to as the Committee in this document.

ARTICLE II: AUTHORITY

Section 1 The Davie County Aging Services Planning Committee is responsible to the Board of County Commissioners and shall operate as directed by the Board of County Commissioners.

ARTICLE III: PURPOSE

Section 1 The Committee shall serve as the Home and Community Care Block Grant (HCCBG) Allocation Committee for Davie County as guided by established Funding Distribution Policies.

Section 2 The Committee shall advise the Board of County Commissioners concerning needs, funding for services, priorities, resources, long-range planning, and other issues which affect services to the aging, individuals with disabilities, and their caregivers.

Section 3 The Committee shall monitor the effectiveness and efficiency of service delivery for service providers receiving Home and Community Care Block Grant funds, and advise the Davie Board of County Commissioners on recommended allocations for these services.

Section 4 The Committee shall make a report to the Davie Board of County Commissioners at least once each year.

Section 5 The Committee shall serve as a public forum for agencies and organizations providing services to older adults to come together to support the County Master Aging Plan; share information on issues impacting the aging population; establish connections for networking and service referrals; and advocate for improvements that will fill service gaps, including local and state legislation.

ARTICLE IV: MEMBERSHIP

Section 1 Voting Members – There shall be a Committee, no less than eleven (11) in number, made up of community members from the different townships of the county. The membership should strive for volunteer representation from all seven (7) townships, the areas commonly known as Bermuda Run, Calahaln, Cooleemee, Clarksville, Farmington, Fulton, Jerusalem, Mocksville, and Shady Grove. All volunteer representatives must reside in Davie County and 51% of the voting members must be age 60+. The membership should strive to include at least one informal caregiver and one service recipient.

Davie County Aging Services Planning Committee
BYLAWS

Section 2 Appointments – Potential voting members must submit an application to the Clerk of the Board of County Commissioners. The Board of County Commissioners shall appoint each individual who will serve as a voting member of the Committee for a three-year term. A vacancy may be filled at any time in the same manner. A voting member is eligible to be appointed any number of times without limitation, but reappointment is not automatic at the end of the three-year term, and reapplication must be processed.

Section 3 Conflict of Interest – No member of the DCASPC may vote on any matter regarding an agency receiving Home and Community Care Block Grant funds if the member, is currently, or has within the prior twelve (12) months, had any ownership, employment, fiduciary, contractual, creditor, or consultative relationship, or has served on any governing board or committee of the agency. However, the member is allowed to participate in discussion about funding recommendations, and his / her presence counts toward determining a quorum.

Section 4 Non-Voting Members – There shall be one non-voting member from each of the following organizations or service areas:

- Office of the County Manager
- Board of County Commissioners
- Each HCCBG funded provider
- Piedmont Triad Regional Council Area Agency on Aging (PTRC AAA)

Reasonable effort shall be made to recruit one non-voting member from each of the following organizations or service areas:

- Davie County Health Department
- Davie County Department of Social Services
- Human Service Transportation Department
- Health Care Industry
- Disability Representative
- Institutional Long-Term Care Industry
- Law Enforcement
- Mental Health
- Faith Community
- Other agencies or representatives serving individuals who are aging or disabled and their caregivers within the county
- Other Funding Agencies

Section 5 Equal Opportunity – The membership shall be open to appointees without regard to age, race, gender, creed, religion, color, national origin, disability or sexual orientation.

Section 6 Resignation – A member of the Committee may resign by giving written or verbal notice to the Chairperson of the Committee. A resignation shall take effect at the time received by the Chairperson unless another time is specified therein.

ARTICLE V: OFFICERS

Section 1 Election of Officers – The officers of the Committee shall be a Chairperson, a Vice-Chairperson, and a Secretary. The Officers shall be elected before the July meeting to serve for one fiscal year expiring June 30. A nominations subcommittee will present nominations in time for a nominee to take office in July. Incumbent officers are eligible for re-election with a limit of four (4) consecutive terms in one office. Only voting members are eligible to serve as Chairperson and Vice-Chairperson. All voting and non-voting members are eligible to serve as Secretary. The vacancy of any officer of the Committee may be filled for the balance of any term by majority vote of the membership.

Section 2 Chairperson – The Chairperson shall preside at meetings, shall communicate Committee recommendations to the Board of County Commissioners, and shall perform other duties as appropriate. The Chairperson shall also be ex-officio member of all subcommittees.

Section 3 Vice Chairperson – The Vice Chairperson may be delegated by the Chairperson to perform duties in the event of temporary disability or absence. The Vice Chairperson shall preside in the absence of the Chairperson.

Section 4 Secretary – The Secretary will record proceedings and conduct other administrative duties as appropriate.

ARTICLE VI: SUBCOMMITTEES

Section 1 The Chairperson shall appoint such standing or special subcommittees as may be needed. Examples are Nominations, Bylaws, and Allocations Subcommittees. Subcommittees may meet as frequently as needed to accomplish their assigned tasks.

ARTICLE VII: MEETINGS

Section 1 Regular – Regular meetings shall be held monthly, unless determined otherwise by the Chair, with a minimum of six (6) meetings annually. There will be no meetings in July or December. All members will be notified of the meeting date, time, and location in writing (electronic or otherwise) at least seven (7) days prior to the meeting date. Regular meetings are open to the public.

Section 2 Special – Special meetings may be called by the Chairperson as deemed necessary. Notice of any special meeting shall be extended to each member at least five (5) business days prior to the meeting.

Section 3 Quorum – A quorum shall consist of 51% of the voting membership at any regularly scheduled or properly announced special meeting.

ARTICLE VIII: VOTING

Section 1 Each voting member of the Committee shall have one vote upon any motion before the Committee. There shall be no proxy votes. Under certain circumstances, at the discretion of the Chairperson, voting can be delivered and taken through electronic means, such as email. Electronic voting may be used for voting on matters as determined by the Chairperson.

ARTICLE IX: THE REMOVAL OF VOTING COMMITTEE MEMBERS

Section 1 A voting member of this Committee who shall be absent from three consecutive unexcused meetings without cause and who is not in the meantime rendering service to the Committee may be deemed to have resigned from the Committee. At the conclusion of the third meeting from which said member shall be absent, the Committee may request the Board of County Commissioners to fill the vacancy.

ARTICLE X: BYLAWS

Section 1 These Bylaws may be amended, repealed or altered in whole or in part, by either of the following procedures:

(a) By a majority vote at any duly organized Committee meeting, when followed by formal approval of the Davie Board of County Commissioners; or

(b) By formal action initiated and enacted by the Davie Board of County Commissioners.

Amended:	**August, 2015**	Create three-year term of service; revise meeting schedule. (This amendment was drafted but not submitted for approval in 2015.)
Amended:	**September __, 2019**	Add Section V under Article III Purpose.

ATTEST:

Davie County Aging Planning Committee:

____________________________ ________________________

Chairperson *Date*

ATTEST:

Davie Board of County Commissioners:

____________________________ ________________________

Chairperson *Date*

Davie County Aging Services Planning Committee
BYLAWS

ARTICLE I: NAME

Section 1 The name of the committee shall be the Davie County Aging Services Planning Committee, also referred to as the DCASPC, and referred to as the Committee in this document.

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Section 1 The Committee shall serve as the Home and Community Care Block Grant (HCCBG) Allocation Committee for Davie County as guided by established Funding Distribution Policies.

Section 2 The Committee shall advise the Board of County Commissioners concerning needs, funding for services, priorities, resources, long-range planning, and other issues which affect services to the aging, individuals with disabilities, and their caregivers.

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ARTICLE IV: MEMBERSHIP

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Davie County Aging Services Planning Committee
BYLAWS

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Davie County Aging Services Planning Committee
BYLAWS

by the Chairperson unless another time is specified therein.

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Section 1 A voting member of this Committee who shall be absent from three consecutive unexcused meetings without cause and who is not in the meantime rendering service to the Committee may be deemed to have resigned from the Committee. At the conclusion of the third meeting from which said member shall be absent, the Committee may request the Board of County Commissioners to fill the vacancy.

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Section 1 These Bylaws may be amended, repealed or altered in whole or in part, by either of the following procedures:

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(b) By formal action initiated and enacted by the Davie Board of County Commissioners.

Amended:	**August, 2015**	Create three-year term of service; revise meeting schedule. (This amendment was drafted but not submitted for approval in 2015.)
Amended:	**September __, 2019**	Add Section V under Article III Purpose.

ATTEST:
Davie County Aging Planning Committee:

Chairperson ____________________ _Date_ ____________________

ATTEST:
Davie Board of County Commissioners:

Chairperson ____________________ _Date_ ____________________

DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS

<u>Agenda Item Details:</u>

Date of Meeting: July 12, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:
Service Weapon - Terry Carter

BACKGROUND/PURPOSE OF REQUEST: Deletion of service weapon of retired employee, Terry Carter

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: July 12, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:
Service Weapon - Bradford Brown

BACKGROUND/PURPOSE OF REQUEST: Deletion of equipment due to passing of employee Bradford Brown.

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: July 12, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:
Awarding of Service Weapons - Terry Carter, Brad Brown

BACKGROUND/PURPOSE OF REQUEST: Awarding of Service Weapons - Terry Carter, Brad Brown

FISCAL IMPACT: $1

COUNTY MANAGERS; RECOMMENDATION:
<County Manager Comments Here>

ATTACHMENTS:

DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS

<u>Agenda Item Details:</u>

Date of Meeting: July 12, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:
Mocksville Interlocal Agreement

BACKGROUND/PURPOSE OF REQUEST: Mocksville Interlocal Agreement for Fiscal Years 2021-2022 through 2023-2024

It has been recognized that it is in the best interests of the citizens of the Town of Mocksville that certain services be shared with the County. The County is willing and agreeable to sharing certain services it currently utilizes with the Town of Mocksville, as outlined in the attached interlocal agreement.

The following services will be provided to the Town of Mocksville:

- Tax Collections,
- Planning and Zoning,
- Animal Control,
- Solid Waste,
- Voice Over IP and Computer Services,

- Sewer Billing and Collections,
- Building Inspections,
- Communications

These services have been provided to the Town in previous interlocal agreements.

FISCAL IMPACT: Included in revenues in FY 2021-2022 Budget

COUNTY MANAGERS; RECOMMENDATION:
<County Manager Comments Here>

ATTACHMENTS:
Town of Mocksville & Davie County Interlocal Agreement FY 21-22 thru FY 23-24, 7.8.21

INTERLOCAL AGREEMENT

BETWEEN

THE TOWN OF MOCKSVILLE AND DAVIE COUNTY

This Interlocal Agreement is made and entered into this the ___ day of _______________, 2021, by and between Davie County, hereinafter referred to as the "COUNTY" *and* Town of Mocksville, hereinafter referred to as the "TOWN".

Witnesseth

Whereas, the TOWN has a desire and a need to share certain services with the COUNTY; and,

Whereas, it is in the best interest of the citizens of the TOWN that certain services be shared with the COUNTY; and,

Whereas, the COUNTY is willing and agreeable to sharing certain services it currently utilizes with the TOWN as outlined below.

NOW THEREFORE, as consideration of the promises and covenants contained herein in this Agreement and the further consideration of the fees as set to be paid by the TOWN to the COUNTY, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED: The parties agree the services which the COUNTY shall provide to the TOWN are as follows:

    a. Tax Collections
    b. Planning and Zoning
    c. Animal Control
    d. Solid Waste
    e. VoIP & Computer Services
    f. Sewer Billing & Collections
    g. Building Inspections
    h. Communications
    i. Library

2. The COUNTY shall provide the above services to the TOWN for the fees as hereinafter set forth in each subparagraph as follows:

a. **Tax Collection.**
The COUNTY shall provide tax collection and tax billing services for the TOWN listed in the Detailed Services and Annual Payments as stated below:

1) **County Billing and Collection of Town Taxes.** The COUNTY will bill and collect TOWN ad valorem taxes (not including motor vehicle taxes collected by the State of North Carolina under N.C.G.S Chapter 105, article 22A) and related charges, including current or delinquent taxes due to the TOWN, beginning April 2022 for the 2021-2022 fiscal year (July-March collections and a second billing for April-June collections by July 31), as set forth below in sub-paragraph number (11) below.

2) **Compliance.** The COUNTY will comply with all applicable tax collection laws of North Carolina, including those contained in Subchapter II of Chapter 105 of the General Statutes of North Carolina, and all the administrative mandates issued by the State of North Carolina.

3) **Records and Accounts.** The COUNTY shall maintain, in an on-line environment, all ad-valorem tax records and other related charges, including amounts paid and unpaid, in the same manner as COUNTY records are maintained. The COUNTY shall provide the TOWN with all the necessary reports required to enable the TOWN to prepare and record the necessary financial transactions. The COUNTY shall provide the TOWN'S auditors during regular business hours the information needed to perform their duties.

4) **Delinquent Taxes, Foreclosure.** The COUNTY shall advertise for the TOWN all delinquent ad-valorem taxes that constitute a lien on real property in the same advertisement in which the COUNTY advertises it delinquencies. The COUNTY shall perform all foreclosure proceedings when applicable to TOWN tax liens to the extent permitted by law. In the discretion of the COUNTY's Tax Collector, any tax foreclosure proceeding may include other liens held by either Party which are proper for inclusion in the tax foreclosure proceeding. The TOWN retains the right to initiate foreclosure actions on other TOWN liens and to include TOWN tax liens in such foreclosure actions. If the TOWN intends to bring a foreclosure action on a property on which the COUNTY has a lien which is proper for inclusion in the action, the COUNTY Tax Collector or COUNTY Attorney may authorize the TOWN attorney bringing such an action to include any COUNTY liens which are proper for inclusion in the action, including COUNTY Tax liens, and to represent the COUNTY in such action with respect to such lien(s).

5) **Refunds and Rebates.** Applications from the TOWN taxpayers for refunds and releases for TOWN taxes shall be considered by COUNTY and determined in the same manner as applications for refunds and releases on COUNTY taxes. TOWN refunds will be deducted from monthly transfer amounts due to the TOWN.

6) **Adoption of Tax Rates.** The TOWN will make every effort to adopt its tax rate not later than July 1 of any fiscal year. However, in the event it is necessary to adopt an interim budget, the TOWN will adopt its tax rate not later than August 1 of that fiscal year pursuant to N.C.G.S. 105-347

7) **Cost for Billing and Collection.** The COUNTY shall incur all costs for preparing, printing, billing, and collecting the TOWN tax bills, including follow-up notices.

8) **Annexations.** The TOWN agrees to make every effort concerning involuntary annexations, to make such annexations effective June 30th prior to the ensuing fiscal year. With respect to voluntary annexations, the TOWN will provide the COUNTY information on the date of annexation of each such boundary annexation, and COUNTY shall prorate taxes due to the TOWN and collect them accordingly.

9) **Acquisition upon Foreclosure.** In the event a tax foreclosure results in a tax foreclosure sale of property located in the TOWN, the TOWN agrees to bid on the property in the amount sufficient to cover all TOWN and COUNTY ad valorem taxes, along with fees associated with the foreclosure procedure.

10) **Bankruptcy Proceedings.** The COUNTY shall file the TOWN's claim for ad valorem taxes due in all proceedings under the Bankruptcy Act, to which it has actual knowledge.

11) **Annual Payment.** The annual fee for collection services for each fiscal year shall be payable on or before April 15th of that fiscal year and shall be 1.95% of all non-motor vehicle collections for the fiscal year ending June 30 of the prior year. The second billing will be due August 31st. For motor vehicle tax bills, the TOWN shall pay the sum of 1.5% of all collections for that fiscal year.

b. **Planning, Zoning and Enforcement**.

The COUNTY hereafter agrees to provide the below listed Planning and Zoning services to the TOWN at the rate of $54,403 for the 2021-2022 fiscal year, with a per year adjustment of a 3% increase yearly thereafter ($56,035 for FY 2022-2023 and $57,716 for FY 2023-2024) and payable on or before April 15th of each year.

Planning and Zoning Services to be provided are as follows:

1) Serve as staff representative to the TOWN Board, the Planning Board, and the Board of Adjustment with regard to their functions under TOWN's regulations, and to inform such bodies of all facts and information at their disposal with respect to applications for amendments to the text of these regulations, amendments to the Zoning Maps, appeals, variances, permit requests, and any other matters brought before them under the Zoning and Subdivision Ordinances.

2) The COUNTY shall provide planning and zoning administrative services for the TOWN'S planning and zoning benefit. The TOWN shall provide its own planning and zoning ordinances and be responsible for all cost incurred in amending its respective ordinances without assistance from the COUNTY. The TOWN shall be responsible for providing various boards authorized under its respective planning and zoning ordinances and the cost associated with same.

3) Maintain the text of the TOWN's regulations and the Zoning Maps.

4) Maintain development review files and other public records related to the administration and enforcement of the TOWN's regulations.

5) Review applications for zoning permits filed under the TOWN's regulations.

6) Recommend and comment on proposed amendments to the TOWN's regulations and to the Zoning Maps.

7) Establish procedures and permit application forms as are necessary and proper for the administration of the TOWN's responsibilities under the TOWN's regulations.

8) Determine street classifications not otherwise specified on the adopted Town of Mocksville Thoroughfare Plan.

9) Administer the water supply watershed protection regulations contained herein including the following additional duties.

10) Keep records of the TOWN's utilization of the 10/70 provision, including any acreage allocated by the COUNTY to the TOWN. Such records shall include the total acres of non-critical area eligible to be developed under the 10/70 provision, and individual records for each project showing the following information: location, acres, site plan, use, and total allocation of the 10/70.

11) Monitor land use activities in the watershed to identify situations that may threaten water quality. The zoning administrator shall report these situations to the agency with direct regulatory responsibility for these activities.

12) The COUNTY shall all receive all fees collected for said land use development reviews and permitting.

Excluded Services which will not be provided by the COUNTY:

COUNTY shall not provide any Zoning enforcement; Nuisance enforcement; Minimum Housing enforcement; Public Health Nuisances, Solid Waste; Abandoned, Junked, and Nuisance Vehicles; Road Naming and Addressing; proportion of ordinances for the TOWN or provide any boards under the TOWN ordinances.

Report to the Town:

COUNTY shall present at least annually or as requested to the TOWN regarding Planning, Zoning, and Inspections regarding projects, strengths, and challenges as to keep the TOWN informed of trends and needs.

c. **Animal Control.**

The COUNTY shall provide animal control services for the TOWN residents, at the same level and under the same conditions it provides to all other citizens under its' current COUNTY Ordinance and assist in the enforcement of the TOWN's leash law and TOWN ordinance by transporting and housing the animals at no additional cost to the TOWN.

d. **Solid Waste.**
The COUNTY shall permit the residents of the TOWN to utilize the COUNTY's solid waste program during the term of this Agreement under the same terms as any other resident of the COUNTY now enjoys.

e. **VoIP and Computer Services.**

The COUNTY shall provide the below listed VoIP and Computer Services at the rate of $38,246 for the 2021-2022 fiscal year, with a per year adjusted of a 3% increase yearly thereafter ($39,393 for FY 2022-2023 and $40,575 for FY 2023-2024) and payable on or before April 15th of each year.

<u>VoIP and Computer Provided Service to be provided under (2) above are as follows:</u>

1) The County shall provide access to the COUNTY's Voice-over-IP (VoIP) telephone system to the TOWN. The TOWN is responsible for all hardware purchases (including, but not limited to telephone sets and networking equipment), software license purchase and software license maintenance costs (including VoIP client license, VoIP controller annual support agreement and voicemail software licensing), and network connectivity expense including leased or purchased telecommunication lines, fiber optics, and traditional copper cabling related to the COUTNY providing access to the TOWN for VoIP phone and voicemail. The COUNTY shall develop an appropriate network to provide access to the VoIP system for the TOWN.
2) The COUNTY shall provide internet service access, Office 365 (email and online storage and applications including archiving and backup), network security (including firewall, network security monitoring, content filtering, domain name service, network diagnostics), Microsoft software licensing(including Windows operating system, Microsoft Office, and Office 365) and HelpDesk and network support staff. The TOWN is responsible for the TOWN's proportional cost to receive these services.
3) The TOWN may request other technology services from the COUNTY at a minimum rate of $125/hour, with a 2 hour minimum. The COUNTY will provide an estimate of the work to be performed. Upon TOWN approval of estimate and Notice to Proceed, an itemized invoice will be provided after work is completed.
4) The TOWN may use other 3rd party managed service providers for information technology support services. The COUNTY will provide appropriate network security level access to the 3rd party managed service provider, subject to the COUNTY's security requirements and policies. To insure the security of the COUNTY's systems, access may be restricted to any 3rd party provider until such time as it is determined by the COUNTY to be safe to restore access.
5) The COUNTY will provide a summary of the annual service cost to the TOWN. The TOWN is responsible for any increase to service cost attributable to provision of services to the TOWN and which may be billed by the COUNTY to the TOWN during the agreement year.

f. **<u>Sewer Billing and Collections.</u>**

The COUNTY shall provide sewer billing and collection services for the TOWN, in the same manner as is now provided. The TOWN shall pay the COUNTY the sum of $3,642 for the 2021-2022 fiscal year, with a per year adjusted of a 3% increase yearly thereafter ($3,751 for FY 2022-2023 and $3,864 for FY 2023-2024) and payable on or before April 15th of each year.

g. **Building Inspections.**
The COUNTY shall enforce the State building codes for the TOWN. The COUNTY shall receive all fees collected in said enforcement as payment for same.

h. Communications.
The COUNTY shall provide the TOWN with Radio communications pursuant of NC General Statute along with other service listed below. The TOWN shall pay to the COUNTY for the communication services of Administrative and Non-Emergency calls the sum of $10,500 (Fee is based on annual DCI Terminal, radio maintenance, average telecommunicator salary and calculated at a Percentage of Town related Non-Emergency/911 Calls to the County's Total Calls) for fiscal year 2019-2020. This fee is to be adjusted yearly, based on the TOWN's prior year percentage of administrative and non-emergency calls and payable on or before April 15th each year.

Communication Additional Services:

1) DCI/NCIC and NCAWARE transaction included but not limited to: hit confirmation/locates, entries, criminal history
2) DCI transmissions for Traffic Accidents that MPD Investigates
3) After hours contact for utility calls, street closure notification within TOWN
4) Document by the COUNTY's CAD system all officer involved calls for service: traffic stops, suspicious persons/vehicle, security checks, foot patrol, background, tags, driver's license, status checks, door locks
5) Submit requested recordings for investigation purposes/court
6) Answering non-emergency administrative phone lines that are rolled over to the 911 Communications Center after hours (17:00- 08:30 EST).
7) Coverage during special TOWN events and ceremonies.

i. Library
The COUNTY shall provide library services for the TOWN in the same manner as is now provided. The TOWN shall pay to the COUNTY the sum of $33,500 for the 2021-2022 fiscal year, payable on or before April 15 each year. The above fee shall be reassessed annually upon renewal of the agreement. The COUNTY shall present at least annually or as requested to the TOWN regarding Library Services and programming, noting strengths, and challenges as to keep the TOWN informed of trends and needs.

3. Pursuant to the directive by the Public Water Supply Section of DEHNR, as amended, the COUNTY and the TOWN agree that in the event of an emergency affecting the water supply or water system of either the COUNTY or the TOWN, the non-affected entity will sell water to the other entity at current customer rates, provided water is available as determined in good faith by the supplying entity.

4. Term of Agreement. The term of this Agreement shall be to and including the 30th day of June 2024, unless terminated earlier. Either party may terminate all or some portion of this Agreement by giving the other party ninety (90) days' notice of their intent to terminate prior to the end of the then current fiscal year. However, the provisions under 2A above entitle "Tax Collection" shall only be terminated at the end of the then current tax year. Both parties agree that their fiscal planning and budgetary processes require notice as early as possible and agree to cooperate and act in good faith in any termination notice.

5. This documents constitutes the entire agreement between the parties hereto as to the provisions of services set forth herein and shall only be modified or amended at such times and consent of the parties by an expressed written and signed Modification Agreement. It is understood between the parties that should the scope of any of the above services materially change, the price of those services shall be renegotiated.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, THE COUNTY AND THE TOWN have each caused this instrument to be signed in the corporate name by its duly authorized officers by authority of their respective governing bodies the day and year first above written.

Town of Mocksville

Attested to:

____

Mayor

____

Clerk

Davie County

Attested to:

____

Terry Renegar, Chairman of Davie County Board of Commissioners

____

Clerk

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

____

Finance Office- Davie County

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

____

Finance Officer- Town of Mocksville

____

Approved as to form- County Attorney

____

Approved as to form- Town Attorney

DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: July 12, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:
Closed Session Pursuant to NCGS 143.318.11(A)(4) to Discuss Matters Relating to the Location or Expansion of Industries or Other Businesses in the Area Served by the Public Body, Including Agreement on A tentative List of Economic Development Incentives that May be Offered by the Public Body in Negotiations.

BACKGROUND/PURPOSE OF REQUEST: Closed Session Pursuant to NCGS 143.318.11(A)(4)

To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations.

FISCAL IMPACT: n/a

COUNTY MANAGERS; RECOMMENDATION:
<County Manager Comments Here>

ATTACHMENTS: