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

**Interim County Manager**
Michael M. Ruffin
Commissioners Meeting Room
123 South Main Street
Mocksville, NC 27028
July 11, 2022 6:00 PM

AGENDA
Regular Meeting

1. Meeting Called to Order - Chairman Blakley
2. Invocation
3. Pledge of Allegiance
4. Ethics & Conflicts Disclosure
5. Adopt Agenda
6. Public Comment Period
    1. Public Comments Period Rules
7. Public Hearings
    1. Zoning Text Amendment 2022-01: Solar Facilities
    2. Motorsports Fund Grant Agreement
8. Consent Agenda
    A. Approval of Minutes
        1. Board of Commissioners - Special Called Meeting - Jun 3, 2022 2:00 PM
        2. Board of Commissioners - Regular Meeting - Jun 6, 2022 6:00 PM
        3. Closed Session Minutes 6/6/2022
        4. Special Called Meeting Minutes - 6/22/2022
    B. Tax Reports, Releases and Refunds
        1. Tax Reports
    C. Appointments
        1. Child Protection & Child Fatality Prevention Team - Appointment Brandi Patti
        2. Davidson-Davie Community College Board of Trustees - Reappointment Neal Foster, Ken White
        3. Library Board of Trustees Appointment - Gaye Orsini
    D. Budget Amendments/Transfers
        1. Budget Amendments for July 11, 2022

E. Regular Meeting Date Change September, 2022
   1. Cancel September 6, 2022 Meeting and Schedule September 12, 2022 Meeting
F. Voting Delegate
   1. North Carolina Association of County Commissioners - Voting Delegate Terry Renegar
G. Interlocal Agreement
   1. Interlocal Agreement Amendment Town of Mocksville - Code Enforcement
H. Easement Agreement
   1. Easement Parcel #5862283155, Deed Book 154, Page 227 for Duke Energy
I. Proclamation
   1. Proclamation - Designation of July as Parks & Recreation Month

9. Old Business

   1. Farmington Meat Processing, LLC

10. New Business

11. County Manager's Report

12. Commissioners' Comments

13. Closed Session

   1. Closed Session Pursuant to NCGS 143.318.11(A)(6) to Consider the Qualifications, Competence, Performance, Character, Fitness, Conditions of Appointment, or Conditions of Initial Employment of an Individual Public Officer or Employee or Prospective Public Officer or Employee; ?Or to Hear or Investigate a Complaint, Charge, or Grievance by or Against an Individual Public Officer or Employee.

14. Adjourn

# DAVIE COUNTY, NORTH CAROLINA
# BOARD OF COUNTY COMMISSIONERS

**<u>Agenda Item Details:</u>**

**Date of Meeting:** July 11, 2022

**Department:** Board of Commissioners

**Resource Person:** Stacy A. Moyer

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**ISSUE/ACTION REQUESTED:**
Public Comments Period Rules

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**BACKGROUND/PURPOSE OF REQUEST: Public Comments Period Rules**

**FISCAL IMPACT: n/a**

**COUNTY MANAGERS; RECOMMENDATION:**
<County Manager Comments Here>

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**ATTACHMENTS:**
Public Comment Period Rules 10052020

# PUBLIC COMMENT PERIOD RULES

**Revised: October 5, 2020**

1. Thirty minutes before each regular monthly meeting of the Board of County Commissions of Davie County, a sign-up sheet shall be placed on the podium in the Davie County Commissioners meeting room on the second floor of the Administrative Office Building located at 123 South Main Street, Mocksville, North Carolina for anyone wishing to speak at the regular monthly meeting during the public comment period. In the event the regular monthly meeting location has changed, the sign-up sheet shall be placed on the podium at the changed location of the meeting. There shall be no advanced sign-ups allowed before this time.

2. Each person desiring to speak during the public comment shall sign up on the sign-up sheet provided and shall state fully their name, and topic on which he or she desire to speak. If the speaker has already discussed the topic with a particular staff member before the meeting, he or she shall identify the name of the staff member.

3. All speakers will be acknowledged by the Board or its designee in the order in which their names appear on the sign-up sheet.

4. Each speaker shall be allowed a total of three (3) minutes to speak and shall immediately stop when his or her three (3) minutes are up. If the speaker does not stop at the end of his/her time period, the speaker shall be considered as interrupting or disrupting a meeting under N.C.G.S. 143-318.17 and shall be subject to the criminal laws of the State of North Carolina. In the event the speaker is speaking for an organized group, the speaker shall be allowed a total of five (5) minutes. All organized groups shall designate a single representative speaker so as to economize time and avoid duplication. In the event several individuals have signed up for the same topic and one or more individuals wish to yield their time to a subsequent speaker, then in that event, the subsequent speaker shall be considered as a speaker for an organized group and shall be allowed a total of five (5) minutes only.

5. The Board shall designate a time keeper, who shall begin timing the speaker when the speaker states his or her name and will announce "time" when the allotted time has expired. The speaker shall stop at that time.

6. The speaker shall address the Board as a whole and shall not ask for any verbal exchange back from the Board. It is not the intent of public comments to require the Board to answer any impromptu questions. There shall be no discussion between the speakers and members of the audience.

7. All comments shall be in verbal form and the speaker shall not be allowed to play any recorded or video devices during such comments. All speakers are expected to observe the decorum of the Meeting, to be respectful in their language and presentation and to refrain from the use of profanity or shouting or from making disclosures prohibited by the Personnel Act with respect to any County employee. *Willfully violation of the law or interrupting or disrupting of the meeting can result in criminal charges being brought under N.C.G.S. 143-318.17.*

8. All comments by a speaker shall be limited to subjects that are within the jurisdiction of the Davie County Board of County Commissioners, or pertain to matters upon which it may act.

9. Topics which would require the Board to hold a closed session , (*including but not limited to matters within the attorney-client privilege, anticipated or pending litigation, personnel, property acquisition and matters which are made confidential by law*), are not permitted as topics for public comments.

10. The speaker must make all presentations from the podium provided and shall not be allowed to physically approach the Board or staff member without the express invitation by the Chair or other designated presiding officer of the Board.

11. Any applause will be held until the end of the Public Comment Period.

12. A total of thirty (30) minutes shall be allocated by the Board for Public Comments at each regular monthly meeting of the Board of County Commissioners. Upon Motion duly made and adopted, the Board may extent the thirty (30) minute time period for any particular meeting.

13. If the time period runs out before all persons who have signed up to speak has had an opportunity to do so, then those names will be carried over to the next Public Comment Period.

14. This Policy on Public Comment shall be made available to the public 30 minutes before each regular monthly meeting and shall be placed on the County Website along with the public agenda of each regular monthly meeting at least 24 hours before each regular monthly meeting.

# DAVIE COUNTY, NORTH CAROLINA
# BOARD OF COUNTY COMMISSIONERS

**Agenda Item Details:**

**Date of Meeting:** July 11, 2022

**Department:** Development Services - Inspections, Public Buildings

**Resource Person:** Amy Flyte

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**ISSUE/ACTION REQUESTED:**
Zoning Text Amendment 2022-01: Solar Facilities

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**BACKGROUND/PURPOSE OF REQUEST:** The text amendment to the Zoning Ordinance and Comprehensive Plan to address solar farm facilities.

**FISCAL IMPACT:** <Insert Info Here>

**COUNTY MANAGERS; RECOMMENDATION:**
<County Manager Comments Here>

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**ATTACHMENTS:**
DC_BOC_packet_20220711

PUBLIC HEARING COMMENT PERIOD RULES.2021.BBV4eevdbb-21.09.14

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-107 and 160D-601 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 located at 123 N. Main Street, Mocksville, NC on **Monday July 11, 2022 at 6:00 p.m.** to hear the following:

> **Zoning Text Amendment 2022-01.** The Board will review text amendments of the Zoning Ordinance and Comprehensive Plan regarding solar energy generating facilities.

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

Andrew Meadwell
Planning Department

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**Legal Notice**
**Affidavit Required**
**Publication Dates:**
**June 30, 2022**
**July 7, 2022**

Development & Facilities Services
298 E. Depot Street, Ste 100 | Mocksville, NC 27028 | 336.753.6050 | f 336.751.7689 DavieCountyNC.gc

**JULY 11, 2022**

**Text Amendment—Solar Energy Generating Facilities**
Section 155.130.29 Conditions for solar energy facilities
155.151 Special Purpose District

Background
The purpose of this text amendment is to consider changes to the requirements for solar energy generating facilities. Solar farms are permitted with conditions within the SP Special Purpose zoning district. The text amendment proposed amending those conditions in sections 155.151 and 155.130.29 of the Zoning Ordinance.

The Planning Board began reviewing the requirements for solar farms in September 2019. The Planning Board received public comment on the existing solar regulations and formed a subcommittee to provide updates to the Board at their monthly meetings. In December 2021, the Planning Board made a unanimous recommendation of proposed changes to solar regulations. The subcommittee, with backing of the remaining Board members, have prepared a summary document to support the proposed changes. Their written recommendation and summary document is attached.

Other changes are proposed outside of the Zoning Ordinance are in the fee schedule.
Fee Schedule:

- These include increasing the application fee for a Special Purpose zoning district (rezoning) request from $800-1,000 to $5,000.
- The zoning permit fee for a solar facility shall be increased from $150 to $3,000.
- A $300 fee for a site inspection, occurring every two years.

## § 155.125 TABLE OF USE DISTRICTS.

| | ***USE DISTRICTS*** | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| ***Use*** | ***R-A*** | ***R-20*** | ***R-12*** | ***R-8*** | ***R-M*** | ***H-B*** | ***N-B*** | ***C-S*** | ***S-P*** | ***G-I*** | ***H-I*** |
| Solar Energy Generating Facility. See §155.130.29 | | | | | | | | | P/C | | |

**Proposed text amendment in section § 155.130.29 of the Zoning Ordinance. New text will be bold and underlined. Deleted text will have a ~~strikethrough~~.**

§155.130.29 Solar Energy Generating Facility (SGF).

I. **Site & Operation Standards**

1. Solar energy generation structure shall not exceed a height of fifteen (15) feet.
2. All equipment producing noise or sound**, including inverters,** shall be setback ~~one hundred (100)~~ (**250) two hundred fifty** feet from any ~~side or rear~~ property line ~~in~~ **adjacent to** any residentially zoned district.
3. All storage must be located indoors. No outdoor storage shall be allowed.
4. The facility shall be enclosed with a security fence with a minimum height of eight (8) feet. **Fencing may include Wildlife Permeable Fencing 8 feet in height without barbed wire using the design standards approved by the N.C. chapter of the Nature Conservancy.**
   ~~A Type B buffer shall be required.~~
5. **Buffer Required. The buffer shall be installed around the perimeter of the facility and be at minimum 35' in width. The buffer shall be located adjacent to the property line and between the property line and the fence. The buffer shall consist of three (3) rows of evergreen plants no less than 6' at planting, in staggered rows. One row shall be of a variety that reaches at least 25' in height; one row that of a variety that reaches 15 feet in height; and one row of evergreen shrubs that will reach a height of at least 6 feet. At least 3 varieties or types of plants shall be used. The buffer shall reach 80% opacity within four (4) growing seasons.** ~~The buffer shall be located adjacent to the property line and between the property line and the fence.~~

6. **Required vegetative buffers shall be permanently maintained, and dead or diseased plants shall be replaced for the life of the facility. A landscaping plan for routine and permanent maintenance shall be submitted and approved as part of the application process. The plan shall include types of plants proposed. All vegetation shall be suitability for local soils and climate. The plan shall be filed in the Planning office. Failure to maintain the buffer as required shall result in zoning violations as provided in the Davie County Zoning Ordinance. The solar operator shall annually certify to the Planning Department that maintenance has been performed.**
7. **Areas around the solar panels should be planted in native grasses or in pollinator friendly habitat or a combination thereof.**
8. ~~No lighting shall be directed onto adjacent property. Flood lights or other high intensity lighting shall be prohibited.~~ **Solar facilities may not have exterior lighting.**

9. The solar facility shall be designed and located to avoid glare or reflection onto adjacent properties and adjacent roadways and shall not interfere with traffic or create a safety hazard.
10. **Battery storage shall be allowed as an accessory use and shall be setback 300 feet from any property line to a lot featuring a residence.**

11. **No facility shall be larger than 100 acres. As required in §155.151, the minimum acreage is 25 acres.**
12. **An emergency access plan shall be submitted to the Fire Marshal and emergency services for review and approval prior to issuance of a zoning permit. Emergency services may require the facility owner to provide annual safety materials, education and/or training in order to safely respond to on site emergencies.**
13. **The facility operator may provide any special equipment that may be required to ensure the safety of fire and rescue personnel when responding to an emergency at the facility at no cost to the county.**
14. **In case of emergencies, a sign stating the owner's contact information including name, address and phone number shall be located at the entrance of the facility. Typical warning signs at the entrance shall also be required.**
15. The owner or future owner of the property on which a solar energy generating facility is installed assumes all risk associated with diminished performance of said system caused by any present or future adjacent structure or landscaping that may interfere with the system's ability to produce power at its rated capacity, regardless of when that adjacent structure or landscaping is constructed or installed.
16. Facilities are exempt from parking requirements if there is not a building component.
17. No more than 75% of a solar generating facility tract of property may be covered with panels.
18. Facilities shall be maintained and in good working condition and be free from debris and nuisances.
19. A copy of applicable state and federal permits shall be submitted with the zoning permit application i.e., NCDOT, NCDENR, FAA.
20. Any other conditions found necessary by Staff or the Board of ~~Adjustment~~ **Commissioners** to meet the standards of the Ordinance.
21. **Every two years the facility is subject to inspection by the County to ensure compliance with all provisions. The facility operator shall provide access to the facility and correct any deficiencies upon receipt of notice from the planning department within 45 days.**
22. **The facility owner shall keep and maintain adequate liability insurance for the facility and supply proof of effective liability insurance to the county on an annual basis. The facility owner shall minimally obtain Commercial general liability insurance of not less than $2,000,000 General Aggregate Limit (other than Premises and Products-Completed Operations), $2,000,000 Premises and Products Completed Operations Aggregate Limit, $1,000,000 Personal and Advertising Injury Limit, $1,000,000 Each Occurrence Limit, and $100,000 Fire Damage Limit. For facilities that include battery storage the Fire Damage Limit shall be $500,000. All insurance companies must be licensed in North Carolina and be acceptable to Davie County. Insurance Policies shall be endorsed (1) to show Davie County as additional insured, as their interests may appear and (2) to amend cancellation notice to 30 days, pursuant to North Carolina law. Certificates of insurance shall be signed by a licensed North Carolina agent**

**and be amended to show 'thirty (30) days' notice of change or cancellation will be given to Davie County by certified mail." Failure of the County to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided shall not be construed as a waiver of the facility owner's obligation to maintain such insurance.**

**II. Approval Requirements**

The following are required in order to be considered for recommendation by the Planning Board and approval by the Board of County Commissioners:

1. A site plan, drawn and stamped by a North Carolina licensed surveyor or engineer, shall be submitted showing the following: The location and dimensions of all proposed areas for the placement of solar panels, screening/fencing and related improvements; Any preexisting structures on the same lot; and principal structures on other properties that would affect the placement of solar panels; Parking and access areas; Location of any proposed solar access easements. Location where wiring is brought together for interconnection to system components and/or the local utility power grid and the location of the disconnect switch, any proposed new structures; and any other relevant elements as requested by Staff.
2. The ~~Planning Director~~ **county** shall be provided copies of any lease agreement, solar access easement, and a copy of the decommissioning plan for removal of the system/equipment. All other applicable local and state approvals shall be submitted as part of the ~~Special Use Permit or~~ Zoning Permit. **The property owner and/or permit holder shall submit any changes in the lease to the County within forty five (45) days of the revision. All financial and personal information may be redacted.**
3. **Approvals from the North Carolina Utilities Commission and the Certificate of Public Convenience and Necessity (CPCN) shall be provided to Planning Staff with the application for a zoning map amendment.**
4. **Utility notification. No grid tied photovoltaic system shall be approved until evidence has been given to the Planning Department that the owner has been approved by the utility company to install the system.**
5. **Material specifications and the model number from the panel manufacturer shall be provided in addition to horizontal and vertical (elevation) to scale drawings with dimensions of proposed solar collector panels, inverters and energy storage structures shall be provided with the application for a zoning map amendment.**
6. **Solar panels used in the project must be shown to be manufactured in their as-installed form to be free from any perfluoroalkyl substances ("PFAS"). This includes, but is not limited to, certification that no polytetrafluoroethylene (PTFE) films were applied to panels after their manufacture. The County may request proof of this provision at its discretion before, during, and after the installation of the photo-voltaic panels.**
7. **Documentation regarding the type and quantity of battery storage units and configurations, if onsite battery storage systems are to be used. Any battery storage**

technology that contains PFAS must be noted in the application. If the project intends on using PFAS containing battery storage technology, a containment plan and a separate decommissioning plan from the plan described below must be submitted for approval. If the battery decommissioning plan includes recycling as a method for disposition of the spent batteries, the name of the recycling facility permitted to accept PFAS-containing batteries must be provided. If the project does not intend to use PFAS-containing batteries, certification from the battery manufacturer must be provided stating that the batteries used do not contain PFAS.

8. Prior to the meeting, members of the Planning Board and Board of Commissioners should visit the property requesting a solar facility.
9. A visual impact analysis demonstrating the project shall be supplied, if deemed necessary by the County, in order to minimize the impact on the visual character of the county. The applicant shall provide accurate, to scale, photographic simulations showing the relationship of the facility and its associated amenities and development to its surroundings. The photographic simulations shall show such views of solar structures from locations such as property lines and roadways as deemed necessary by the County as part of the application for a zoning map amendment.
10. A Phase 1 Environmental Site Assessment prepared by a duly licensed professional in the State of North Carolina is required as part of the application for a zoning map amendment.
11. A copy of the erosion and sedimentation control plan prepared by a North Carolina licensed engineer and approved by the NC Department of Environmental Quality ("NCDEQ") shall be provided with the application.
12. Other relevant studies, reports, certifications, information, documents and approvals as may be reasonably requested by the County to ensure compliance with this ordinance. Recognizing the unique environmental challenges of such facilities, studies that may be required under this paragraph may include but are not limited to the following:
    - (a) Field surveys for all State or Federal listed species that are protected under State or Federal Law;
    - b. Geologic reports mapping and describing geological resources such as bedrock outcrops, groundwater recharge zones, seeps, springs and general characterization of groundwater resources;
    - c. Surface water resources including wetlands;
    - d. Site specific soil surveys to include information on prime farmland soils as classified by the USDA Natural Resources Conservation Service, hydric soils and hydric components of non-hydric soil series, soil erodibility, agricultural suitability and site index for growing timber;
    - e. Environmental constraints analysis;
    - f. Other studies of the project site, receiving waters, and adjacent or nearby natural and environmental resources as may be requested by a County agency.

**III. Decommissioning**
**A decommissioning plan shall be prepared by a North Carolina licensed third party professional engineer and shall include terms/provisions that state or include the following minimum requirements:**

1. **A decommissioning plan signed by the party responsible for decommissioning and the landowner (if different) describing the plan shall be provided to Planning Staff with the application for a zoning permit. The applicant shall provide evidence that the signed decommissioning plan was recorded with the Register of Deeds.**
2. **The plan shall include an estimated cost of decommissioning, as described in (g) below;**
3. The land owner or tenant must notify the County when the site is abandoned.
4. Solar farm owners shall have twelve (12) months to complete decommissioning of the solar facility if no electricity is generated for a continuous period of twelve (12) months. This period may be extended by the Davie County Board of Adjustment, if evidence is provided that the delay is due to circumstances beyond the facility owner/operator's reasonable control.
5. Decommissioning shall include removal of solar collectors, cabling, electrical components, and any other associated facilities down to thirty-six (36) inches below grade.
6. Disturbed earth shall be graded and re-seeded, unless the landowner requests in writing that the access roads or other land surface areas are not to be restored.
7. **The owner of the facility is required to establish and maintain a financial assurance in favor of the County for the decommissioning of the facility in the form of certified funds, cash escrow, bond from a financial institution acceptable to the County, or irrevocable letter of credit in an amount at least equal to the greater of**
    **$100,000 per installed (nameplate) MW or**
    **one hundred twenty five percent (125%) of the estimated cost of decommissioning the facility as prepared by a professional third-party engineer licensed in North Carolina with experience in preparing decommissioning estimates. This engineer shall be selected by Davie County, and the cost of creating the decommissioning analysis shall be reimbursed to the County by the facility owner. Such estimated cost shall equal the total projected cost of decommissioning plus at least a ten percent (10%) allowance for estimated administrative costs related to a default of the facility owner and at least a three percent (3%) annual inflation factor. Said financial assurance shall ensure that sufficient funds are available for decommissioning the facility and reclamation of the property to its condition prior to commencement of activities on the site, even if the owner of the facility becomes insolvent or ceases to reside in, be incorporated in, do business, or maintain assets in North Carolina. Said financial assurance must be provided to the County prior to the issuance of any permits for the construction and installation of a facility. Should the facility owner elect to use a bond, it must renew automatically, and be from a company on the U.S. Department of Treasury's Listing of Certified Companies. Should the facility owner elect to use an irrevocable letter of credit, it must be for the entire estimated life of the facility and be issued by a**

**federally chartered bank with a branch in Davie County in favor of Davie County. The institution issuing the guarantee shall provide to the County a notice no less than 90 days in advance of any renewal, cancellation, termination or expiration of the guarantee. The bond or other guarantee shall be held by Davie County or in escrow with a financial institution designated as an official depository of the County and shall remain in full force and effect until any necessary site restoration is completed to restore the site to a condition reasonably comparable to that which existed prior to the creation of the facility. In the event the facility owner fails to properly decommission the facility pursuant to the requirements of this ordinance, the proceeds from the bond or other guarantee shall be used by the County to decommission the facility.**

**8. Three (3) years after the facility is activated and every third (3rd) year interval thereafter, or upon change of ownership of either the property or the facility, a review of the decommissioning plan and a cost analysis shall be updated by a North Carolina licensed engineer in accordance with the procedure provided in (G) above and the amount of the financial assurance held by the County shall be adjusted to the greater of (1) the inflation adjusted value of $100,000 per installed (nameplate) MW or (2) 125% of the updated cost of decommissioning . Any changes or updates to the decommissioning plan shall be recorded with the Davie County Registry of Deeds.**

**9. Failure to comply with any requirement in this section may result in the termination and revocation of all prior approvals and permits; further, the County shall be entitled to make immediate demand upon, and/or retain any proceeds of, the surety, which shall be used for the decommissioning and/or removal of the facility, even if still operational.**

~~a. The plan must describe the anticipated life of the solar farm, the estimated decommissioning costs in current dollars, the method for ensuring that funds will be available for decommissioning and restoration, and the anticipated manner in which the solar farm project will be decommissioned and the site restored. Estimates for decommissioning the site and salvage value shall be determined by a North Carolina licensed engineer or a licensed contractor. It is the responsibility of the applicant to provide the County with the certified cost estimate.~~

~~b. Prior to the issuance of a Zoning Compliance Certificate, the applicant must provide the County with a performance guarantee as provided in subsection I below. The amount of the guarantee shall be 1.25 times the estimated decommissioning cost minus the salvageable value.~~

~~c. The following types of performance guarantees are permitted:~~

~~d. A surety or performance bond that renews automatically, includes a minimum 60-day notice to the County prior to cancellation, is approved by the Finance Director, and is from a company on the U.S. Department of Treasury's Listing of Certified Companies. A bond certificate must be submitted to the Finance Department each year verifying the bond has been properly renewed.~~

~~ii. A certified check deposited with the county finance director, as escrow agent, who will deposit the check in an interest-bearing account of the County, with all interest accruing to the applicant. Funds deposited with the county finance director will be returned when the solar farm is decommissioned and any necessary site restoration is completed.~~
~~iii. A no-contest irrevocable bank letter of credit from a banking corporation licensed to do business in the State of North Carolina. The terms of the letter must include the absolute right of the County finance director to withdraw funds from the bank upon certification by the County manager that the terms and conditions of the performance guarantee have been breached. The letter of credit must be valid up to 12 months from the date the performance guarantee was approved.~~
~~iv. The full amount of the bond, certified check, or letter of credit must remain in full force and effect until the solar farm is decommissioned and any necessary site restoration is completed.~~

## § 155.151 SPECIAL PURPOSE DISTRICT (S-P).

(A) Intent. The Special Purpose district is established to accommodate uses that may constitute health or safety hazards, have greater than average impacts on the environment, **aesthetics, community identity, view shed** or diminish the use and enjoyment of nearby property by generation of noise, smoke, fumes, odors, glare, vibration, commercial vehicle traffic, or similar nuisances.

**If there are discrepancies with this section and 155.130.29, the stricter requirement shall prevail**.

(B) Dimensional requirements.

1. Lot size. Twenty-five (25) acres shall be the minimum lot area. Any part of the property located in the road right-of-way shall not be included in this minimum lot area.
2. Lot width. No specified minimum.
3. Front yard. One hundred feet shall be the minimum setback of the structure or any installed equipment, measured from the nearest point of the building and the right-of-way line.
4. Side yard setback. Twenty-five feet shall be the minimum side yard for each structure or any installed equipment, measured from the nearest point of the building to the side lot line.

5. Rear yard setback. Forty feet shall be the minimum rear yard for each structure or any installed equipment, measured from the point of the building nearest the rear line and the rear lot line.
6. Off-street loading and unloading. Buildings constructed or converted to uses permitted in this district shall provide off-street loading and unloading space as required in §§ 155.070 through 155.072 of this chapter.
7. Off-street parking. Requirements specified in §§ 155.050 through 155.053 of this chapter.
8. Buffer strip. Upon any lot line which abuts a residential district or public street, there shall be a densely planted and maintained Type B buffer strip as specified in 155.172 of this chapter.

(C) Access. Except for Solar Energy Generating Facilities, which shall require access to a state maintained road, the Special Purpose site shall be accessed by a major or minor arterial road way as identified on the Davie County Comprehensive Transportation Plan.

(D) Community Meeting. The applicant shall organize and conduct a community meeting with the surrounding property owners at minimum 30 days prior to the scheduled Planning Board meeting date. The petitioner must file in the office of the county clerk a written report of any community meeting held by the petitioner. The report shall include, among other things, a listing of those persons and organizations contacted about the meeting and the manner and date of contact, the date, time and location of the meeting, a roster of the persons in attendance at the meeting, a summary of issues discussed at the meeting, and a description of any changes to the rezoning petition made by the petitioner as a result of the meeting.

**A second community meeting shall be arranged by the application following the Planning Board meeting and notes submitted to the Planning Department at least fifteen days prior to the next regular Board of Commissioners meeting.**

(Ord. passed 2-6-17; Ord. Amend 10/7/19)

**Board Action:**
The Board should consider adopting one of the following actions and consistency statements:

☐ **Approve**; the Board finds 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 and Growth Enhancement Strategy by clarifying standards for utility scale solar facilities.

☐ **Recommend Approval with changes:** The Board finds that the amendment is not fully consistent with the Comprehensive Plan, but the changes agreed upon will make it fully consistent and considers the action to be reasonable and in the public interest.

☐ **Denial**, the amendment is not consistent with all applicable adopted plans and does not consider the action to be reasonable and in the public interest due to…

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

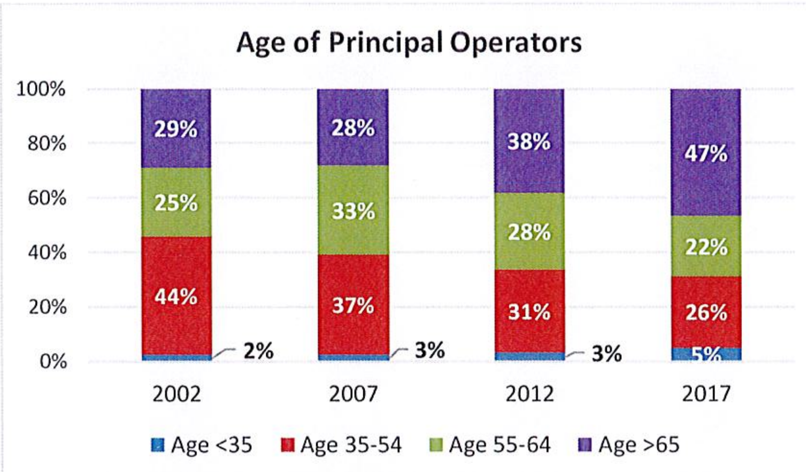


**Figure 12: Age of Principal Operators**

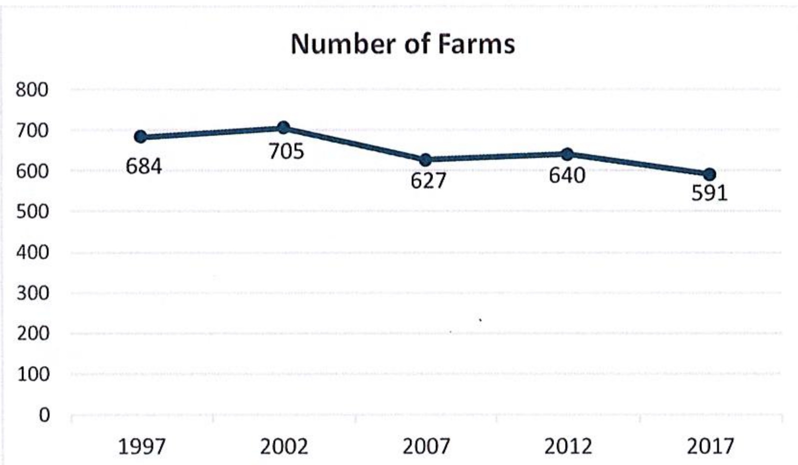


**Figure 13: Number of Farms**

trained in order to ensure the long-term sustainability of farms in Davie County.

As the number and size of farms has declined, agricultural production has continued to rise. Between 2002 and 2017, the market value for all agricultural products nearly doubled from $14 million to $26.9 million, while the average market value of agricultural products sold per farm increased by 129% from $19,908 to $45,568. Most of these gains were in crop values, which increased by 185% from $4.3 million to $12.4 million.

*CONSERVATION EFFORTS*

Davie County has taken significant steps to preserve farmland and open space throughout the County. Below are some of the policies and programs the County has instituted to balance growth demands and resource protection.

*DEVELOPMENT POLICIES*

As part of the County's Growth Enhancement Strategy, the County has designated Rural Growth Areas where high-intensity residential growth is discouraged. The Growth Enhancement Strategy and other open space zoning regulations incorporate a system of incentives, such as density bonuses, to encourage developers to conserve open space, natural heritage areas, and other significant natural resources through cluster development and other techniques. The County's Flood Damage Prevention Ordinance and Watershed Ordinance help protect natural resources by restricting development in flood-prone areas and imposing higher development standards around or upstream from drinking water supplies. Davie County also adopted an Agribusiness Use Ordinance in 2007, which streamlines permitting processes for the construction of buildings, signs, and parking associated with an existing farm operation.

*FARMLAND PRESERVATION PLAN*

Davie County commissioned a Farmland Preservation Plan in 2016. This plan inventories existing conditions and agricultural trends, evaluates potential threats and opportunities for the continuance of agriculture, and recommends practical policies and strategies to protect agriculture for future generations.

*UTILITY SCALE SOLAR*

*Utility scale solar facilities should be located in areas that do not remove viable agricultural properties from production. Solar facilities should be located in areas near existing industrial development and should not be clustered within a specific area or township. The county discourages grouping properties under separate ownership for the use of solar. Further, such facilities should not be located in environmentally sensitive areas and should avoid the use of steep slopes.*

*VOLUNTARY AGRICULTURAL DISTRICTS*

There are a number of voluntary programs that are offered for landowners that wish to preserve property that holds significant conservation, scenic, historic, or open space value. In 2008, Davie County developed a Voluntary Agricultural Districts (VAD) program, which allows landowners to protect their land from urban development. Landowners that sign up for the program receive a set of benefits in exchange for restricting development on their land for a specific time period. The purpose of this

# PUBLIC HEARING COMMENT PERIOD RULES

1. Pursuant to Chapter 153A of the North Carolina General Statutes and Chapter 155 of the Davie County Code of Ordinances, this Board is conducting a public hearing. Due Notice of this public hearing was advertised and ran in a local newspaper with general circulation in the County as required by law.

2. Each person desiring to speak at this public hearing should come forward to the podium, state his or her full name for the Board and then comment on the proposal.

3. Speakers may only speak once per public hearing.

4. The speaker shall address the Board as a whole and shall not ask for any verbal exchange back from the Board. It is not the intent of public comments to require the Board to answer any impromptu questions. There shall be no discussion between the speakers and members of the audience.

5. All speakers are expected to observe the decorum of the Meeting, to be respectful in their language and presentation and to refrain from the use of profanity or shouting or from making disclosures prohibited by the Personnel Act with respect to any County employee. Willful violation of the law or interrupting or disrupting of the meeting can result in criminal charges being brought under N.C.G.S. 143-318.17.

6. All comments by a speaker shall be limited to subject of the public hearing.

7. The speaker must make all presentations from the podium provided and shall not be allowed to physically approach the Board or staff member without the express invitation by the Chair or other designated presiding officer of the Board.

8. In order to conduct public business in an efficient and productive manner, speakers are encouraged to avoid duplicative and repetitive comments.

9. Any applause will be held until the end of the Public Comment Period.

10. This Policy on Public Hearing Comment Period shall be made available to the public thirty (30) minutes before each Public Hearing meeting and shall be placed on the

County Website along with the public agenda of each Public Hearing at least twenty-four (24) hours before meeting.

# DAVIE COUNTY, NORTH CAROLINA
# BOARD OF COUNTY COMMISSIONERS

**Agenda Item Details:**

**Date of Meeting:** July 11, 2022

**Department:** Finance

**Resource Person:** Robin West

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**ISSUE/ACTION REQUESTED:**
Motorsports Fund Grant Agreement

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**BACKGROUND/PURPOSE OF REQUEST:** Earlier this spring, Farmington Dragway made application to the North Carolina Department of Commerce for a Motorsports Fund Grant through the Motorsports Relief Fund. Two grants have been awarded to Davie County for the Dragway for the total amount of $505,594. The grant agreements between NC Commerce and the County are attached, as well as the economic development agreement between the County and Farmington Dragway.

The Motorsports Relief Fund is aimed to offset the negative economic impacts of the COVID-19 pandemic, support safe reopening, and aid planned expansions or upgrades delayed due to the pandemic. The Fund was established by the General Assembly in the recently passed state budget (Session Law 2021-180/Senate Bill 105 and Session Law 2021-189.

Through our agreement with Farmington Dragway, we can use relief funds to enhance amenities and increase opportunities for events at the venue. To be eligible for a grant, the motorsports venue must be located in North Carolina, and also must be either presently sanctioned by:

- The National Association for Stock Car Auto Racing, LLC (NASCAR);

- The National Hot Rod Association, or the International Hot Rod Association;
- or have hosted a NASCAR Cup Series race on or after September 29, 1996.

The economic incentive agreement between the County and Farmingon Dragway will ensure that both parties comply with the requirements of the grants. The County will reimburse the venue for costs that are explicitly allowed within the grant terms and for improvements that comply with all applicable laws and zoning requirements.

**FISCAL IMPACT:** $505,594 grant received from NC Commerce for a total project of $505,594 (No County funds will be used for this project).

**COUNTY MANAGERS; RECOMMENDATION:**
<County Manager Comments Here>

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**ATTACHMENTS:**
Davie_County_Motorsports_Grant_Agreement_(MGF-007).docx

Davie_County_Motorsports_Grant_Agreement_(MGF-020).docx (003)

Subgrant agreement - High Performance Holding LLC & Davie County

PUBLIC HEARING COMMENT PERIOD RULES.2021.BBV4eevdbb-21.09.14

Public Hearing Notice - Motorsports grant

# GRANT COVER SHEET

## NC Grant ID MGF-007

This Contract is hereby entered into by and between the **North Carolina Department of Commerce** (the "Agency") and Davie County (the "Grantee") (referred to collectively as the "Parties"). The Grantee's federal tax identification number is **56-6000295.** This grant is made in reliance on the application submitted by Farmington Dragway (the Motorsports Venue").

1. **Contract Documents:**

   This Contract consists of the following documents:
   (1) This Contract
   (2) Project Description and Plan (Attachment A)
   (3) Budget (Attachment B)
   (4) The General Terms and Conditions (Attachment C)
   (5) Federal Funds Accountability and Transparency Act Disclosure (Attachment D)

   These documents constitute the entire agreement between the Parties and supersede all oral and written statements, negotiations, or agreements made, communicated, negotiated, or entered into prior to or contemporaneously with the full execution of this Contract.

2. **Precedence Among Contract Documents:**

   In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. **Effective Period:**

   This Contract shall be effective **as of the last date of execution** and shall terminate when all funds disbursed by the Agency to the Grantee under this Contract have been expended by the Grantee for the purposes authorized by the North Carolina General Assembly and stated herein, unless terminated sooner under the terms of this Contract. All eligible expenditures must be incurred or obligated by **December 31, 2024,** and expended by **December 31, 2026,** as allowed by federal law and regulation.

4. **Grantee's Duties:**

   The North Carolina General Assembly has authorized funds to be appropriated to local governments to enhance amenities and increase opportunities for events at motorsport venues in recognition of the impact those events have on local tourism, travel, and hospitality industries, pursuant to S.L. 2021-180, the State Appropriations Act of 2021, as amended by S.L. 2021-189, and the Committee Report (together the "Authorizing Legislation"), which authorize and direct the Agency to administer this grant. The Grantee acknowledges these funds are federal Coronavirus State Fiscal Recovery Funds ("SFRF") authorized in section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, awarded to North Carolina, deposited in the state Treasury, and appropriated in North Carolina by the Authorizing Legislation. The North Carolina Office of State Budget and Management (OSBM) has determined that this project is provision of government services within the State's calculated reduction of revenue due to the COVID-19 public health emergency, to be administered and reported under Expenditure Category 6.1 under the US Department of the Treasury's (the "Treasury") Compliance and Reporting Guidance (updated February 28, 2022).The Grantee shall implement the grant and ensure that all funds are expended in accordance with the Authorizing Legislation, 0the applicable federal guidance found in 2 CFR 200 including Subpart F Audit Requirements, all applicable State and Federal laws, and Treasury guidance for use of these funds. The Grantee will ensure that the sub-grantee(s), sub-sub-grantee, etc. comply with all applicable laws, regulations, guidance, and reporting requirements. The Grantee shall not use grant funds for debt service, to replenish financial reserves, or to satisfy an obligation arising from a judicial settlement or judgment. The Grantee acknowledges that the interpretation of the standards applicable to these funds may change with additional Treasury guidance or Congressional or state action and agrees to comply with future standards.

   The Grantee certifies that the Motorsports Venue satisfies the requirements under Section 11.14(b) of S.L. 2021-180 to receive funds. The Grantee will ensure that uses for the funds are expeditiously undertaken. The Grantee further will ensure that these funds are put to a qualifying use approved by the Motorsports Venue.

**5. Agency's Duties:**

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed $485,000.

[**X**] a. There are no matching requirements from the Grantee.

[ ] b. The Grantee's matching requirement is $__________, which shall consist of:
[ ] In-kind [ ] Cash
[ ] Cash and In-kind [ ] Cash and/or In-kind

The contributions from the Grantee shall be sourced from non-federal funds.

The total contract amount is **$485,000.**

**6. Letter of tax- exempt status:**

If applicable, the Grantee shall file with the Agency a copy of Grantee's IRS federal tax-exempt letter or 501(c) verification form.

**7. Reporting Requirements:**
The Grantee shall comply with all of the reporting requirements and provisions described in Attachment A hereto.

The Grantee agrees that, prior to spending any grant funds, it shall send the Fiscal Services Division of the Agency a true and correct copy of a written project budget (Attachment B) duly authorized and adopted by the Grantee's board of directors or other governing body. Said budget shall contain a narrative description of all budgeted expenditures of grant funds, explaining how the budgeted expenditures would meet the objectives of the grant awarded to the Grantee and identifying any interest-bearing account into which the Grantee has placed or intends to place any of the budgeted expenditures. Should the Grantee thereafter revise, alter, or amend said budget, it shall, within ten (10) business days thereafter, send the Fiscal Services Division of the Agency a true and correct copy of said revised, altered, or amended budget, which shall also be duly authorized and adopted by the Grantee's board of directors or other governing body and which shall also contain a narrative description of all budgeted expenditures of grant funds. No expenditure of grant funds may be made by the Grantee until said budget or revised, altered, or amended budget (as applicable) has been received by the Agency.

The Grantee further agrees to submit to the Agency's Fiscal Services Division a Quarterly Expenditure Report to enable the Agency and its Fiscal Services Division to track the status of the Grantee's expenditures of grant funds on a periodic basis. The Grantee shall continue to complete and send said Quarterly Expenditure Reports to the Agency's Fiscal Services Division until all grant funds received under this Contract have been expended and all such expenditures have been fully reported to the Fiscal Services Division of the Agency. When submitting said Quarterly Expenditure Reports, the Grantee shall also submit a brief narrative paragraph for each such Report summarizing the performance objectives of expenditures and any interest earned by the Grantee from the grant funds.

The Grantee will ensure that the sub-grantee(s), sub-sub-grantee, etc. make available information necessary for the Grantee and the Agency to fulfill their respective reporting requirements. The Grantee will implement reporting deadlines for the subgrantee(s), sub-sub-grantee, etc. that provide adequate time for review by the Grantee and the Agency in order for the Grantee and the Agency to meet their respective reporting deadlines. In the event such reports are requested by the Agency, the Grantee will additionally provide monthly program and expenditure reports in the form prescribed by the Agency. The Agency will establish the form and schedule for the submission of reports under this Paragraph and the Grantee will ensure that all reports are materially complete and submitted to the Agency by the date set by Agency.

**8. Payment Provisions:**

Payments will be made on a forward-looking, quarterly basis. To justify payment, the Grantee will submit monthly and quarterly program reports and monthly and quarterly expenditure reports. These reports will be submitted by a deadline agreed upon by the Parties.

**9. Contract Administrators:**

All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

| For the Agency | For the Grantee |
|---|---|
| IF DELIVERED BY US POSTAL SERVICE | IF DELIVERED BY US POSTAL SERVICE |
| Tonia Brown, Accountant<br>Department of Commerce<br>Fiscal Services Division<br>4302 Mail Service Center<br>Raleigh, NC 27699-4302<br><br>Telephone: (919) 814-4637<br>Fax: (919) 715-1098<br>Email: tonia.brown@nccommerce.com | <br><br><br><br><br><br>Telephone:<br>Fax:<br>Email: |

**10. Disbursements:**

In addition to the other requirements set forth above and in the attached documents concerning the disbursement of grant funds by the Grantee (including any sub-grantee(s) and sub-sub-grantee(s)), as well as all requirements imposed on grant fund expenditures by applicable law, rules, and regulations, the Grantee acknowledges and agrees, as an express condition of this Contract, to make disbursements of all grant funds in accordance with the following requirements:

a. The Grantee shall implement adequate internal controls over all disbursements;
b. The Grantee shall pre-audit all vouchers presented to it for payment to determine:
    - The validity and accuracy of the requested payment;
    - The payment due date;
    - The adequacy of all documentation allegedly supporting the requested payment; and
    - The legality of all disbursements and requested disbursements;
c. The Grantee shall assure adequate control of signature stamps and plates;
d. The Grantee shall assure adequate control of all negotiable instruments; and
e. The Grantee shall implement adequate procedures to ensure that its account balance is solvent and shall reconcile its account monthly.

**11. Outsourcing:**

The Grantee certifies that it has identified to the Agency all jobs related to this Contract that have been outsourced to other states within the United States or to other countries, if any. The Grantee further acknowledges that it may not outsource to any other state or territory or to any other country any jobs related to this Contract during the term of this Contract without obtaining the prior written approval of the Agency.

**12. Ethics Law Compliance:**

The Grantee acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, the Grantee, its officers, agents, and employees shall be and are subject to the provisions of the North Carolina State Government Ethics Act, N.C. Session Law 2006-201, House Bill 1843; Session Law 2007-348, House Bill 1111 (the "Ethics Act"). The Grantee further acknowledges and agrees that, in the event that it grants any of the grant funds awarded hereunder to one or more sub-grantees or sub-sub-grantees, the Grantee shall, by contract, ensure that the provisions of the Ethics Act are made applicable to and binding upon any and all of the Grantee's sub-grantees, sub-sub-grantees, etc.

**13. Cost Principles:**

The Grantee may use funds for administering this SFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Further, costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. The Grantee is permitted to charge both direct and indirect costs as administrative costs. Direct costs are those that are identified specifically as costs of implementing the SFRF program objectives, such as contract support, materials, and supplies for a project. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the SFRF award such as the cost of facilities or administrative functions like a director's office. Each category of cost should be treated consistently in like circumstances as direct or indirect, and the Grantee may not charge the same administrative costs to both direct and indirect cost categories, or to other programs. If the Grantee has a current Negotiated Indirect Costs Rate Agreement ("NICRA") established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the recipient may use its current NICRA with approval from the Agency. Alternatively, if the Grantee does not have a NICRA or its use is not approved by the Agency, the Grantee will use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f).

**14. Final Reports and Certifications:**

The Grantee shall file all reports and certifications, concerning its receipt, handling, and expenditure of all grant funds awarded hereunder, including any interest earned by the Grantee from such funds, with the Fiscal Services Division of the Agency.

**15. Monitoring and Auditing:**

The Grantee acknowledges and agrees that, from and after the date of execution of this Contract and for the longer of 1) five (5) years after all State Fiscal Recovery Funds have been expended or returned to Treasury or 2) five (5) years following its termination, the books, records, documents, and facilities of the Grantee are subject to being audited, inspected, and monitored at any time by the Agency upon its request (whether in writing or otherwise), State or Federal auditors, and/or the Treasury. The Grantee and its officers, agents, and employees shall make the Grantee's books, records, documents, and offices/facilities available to all authorized personnel for inspection, audit, and monitoring upon request, shall answer any questions posed to them by the auditing agency, and shall provide the requesting agency, upon its request, with any documents, records, or information sought by the auditing agency in its efforts to monitor and audit the Grantee's activities regarding the funds awarded under this Contract. The Grantee further agrees to keep and maintain all of its books, records, and documents relating in any way to the grant funds awarded hereunder as described in Attachment E subject to the longer timelines described in this paragraph. Because SFRF is a single federal award it may be necessary to keep records of all project expenditures, including record-keeping by subrecipients, until the longest of the timelines runs. Therefore, the Grantee agrees to seek specific written authorization from the Agency for destruction of any records prior to five years after all SFRF funds have been expended or returned to Treasury.

**16. Grant Agreement With Sub-Grantee(s):**

In the event that the Grantee grants to a sub-grantee, a sub-sub-grantee, etc. any of the grant funds awarded to the Grantee hereunder, the Grantee must retain a signed copy of the contract, letter, or agreement pursuant to which the grant funds awarded to the Grantee hereunder are granted to a sub-grantee, a sub-sub-grantee, etc. The Grantee's agreement or contract with the sub-grantee, sub-sub-grantee, etc. shall comply with the requirements established by this Contract and applicable State and Federal laws, regulations, guidance, and reporting requirements.. The Grantee shall insure that the sub-grantee, sub-sub-grantee, etc. fulfills its duties and obligations under the contract, letter, or agreement.

**17. Repayment of Grant Funds to Agency:**

In the event that the Grantee, either directly or indirectly (e.g., through a sub-grantee or sub-sub-grantee), commits any breach of this Contract which the Grantee fails to fully cure within thirty (30) days of its receipt of written notice from the Agency of said breach, the Agency may make demand in writing of the Grantee that it repay the Agency so much of the grant funds awarded under this Contract, up to and including 100% of the amount of the award made under this Contract. In such an event, the Grantee shall repay said amount to the Agency within thirty (30) days of its receipt of said demand for repayment, as well as any interest earned by the Grantee on said amount.

In addition, in the event that this Contract should be terminated by the Parties or otherwise comes to an end prior to the time when the Grantee, its sub-grantee(s), any sub-sub-grantee(s), etc. have expended all of the funds awarded under this Contract, the Grantee shall, within thirty (30) days of said termination or contract end, return to the Agency all such unexpended funds, as well as any interest earned by the Grantee on such funds. Furthermore, the Grantee shall, by contract, ensure that, in the event that its sub-grantee(s) enter into any sub-sub-grant agreements involving any of the funds awarded hereunder, all such sub-grantees, sub-sub-grantees, etc. are required to repay to their grantee(s) all such unexpended funds, as well as any interest earned by the sub-grantee or sub-sub-grantee on such funds, so that the Grantee can return those unexpended funds and interest to the Agency within thirty (30) days of the termination or other end of this Contract. In any event, the Grantee shall be and remain liable to the Agency for the repayment to the

Agency of all grant funds that are unexpended (either by the Grantee or any sub-grantee, sub-sub-grantee, etc.) at the time of the termination or other end of this Contract, as well as the repayment of any interest earned by the Grantee, sub-grantee or sub-sub-grantee on such funds at that time.

**18. Termination:**

Subject to the provisions of paragraph 19 of this Contract, this Contract may be terminated in accordance with the provisions set forth in Attachment E hereto; however, the reporting, monitoring, and audit requirements and provisions of this Contract shall survive any such termination.

**19. Title VI Certification:**

The Grantee certifies its compliance with Title VI Civil Rights laws. The Grantee will also seek certification of compliance as may be required of Sub-grantees and contractors. The Grantee acknowledges that it must cooperate in demonstrating its efforts on behalf of the State as may be required by the Treasury.

**20. Federal Funds Accountability and Transparency Act**

Prior to the disbursement of funds the Grantee will complete and submit Attachment F to the Agency. The Federal Funds Accountability and Transparency Act (the "FFATA") requires public disclosure of executive compensation in certain federally funded organizations. Prior to the disbursement of funds that Grantee will provide written certification stating whether 1) The Grantee received 80% or more of its annual gross revenues from federal awards (contracts or subcontracts, loans, grants or subgrants, cooperative agreements) and whether 2) The total of the Grantee's annual federal awards equaled or exceeded $25,000,000? If the answer to both questions is "yes," then the Grantee must publicly report the compensation information of its five most highly compensated executives. The Grantee may comply by certifying that this is done through periodic reporting under the Securities Exchange Act of 1934 under 15 USC 78m(a) or 15 USC 78o(d), or under the Internal Revenue Code of 1986 Section 6104, If not already reported, the names and compensation of the five most highly compensated executives must be provided to the Agency as a precondition to receiving federal funds.

The Grantee will provide all information requested by the Agency to allow the State to document compliance with the FFATA, which may include:

- Subrecipient identifying and demographic information (e.g., legal name, whether registered in SAM.gov, DUNS/UEI/TIN and location)
- Primary place of performance
- Related project identification number(s) (created by the recipient)
- Related project name(s)
- Period of performance start and end date
- Quarterly obligation amount
- Quarterly expenditure amount

**21. Authorized Signature Warranty:**

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

**In Witness Whereof,** the Grantee and the Agency have executed this Contract in duplicate originals, with one original being retained by each party.

Signature Date

Printed Name Title

**ATTEST**

Notary Public Date Notarized

Printed Name Title

**[OFFICIAL SEAL]**

***North Carolina Department of Commerce***

DocuSigned by:
Heather Horton
E6E555AC61B7477...

17-May-2022

Signature Date

Heather Horton Chief Fiscal Officer

Printed Name Title

# Attachment A
# Program Description and Plan

As part of this grant agreement, you are required to provide a description of how you will spend the State Fiscal Recovery Funds (SFRF) in compliance with the specific purpose as stated in the Appropriations Act. You are also required to submit information related to any potential sub-awards and a budget for all funds. Please attach additional sheets as necessary.

**1. Organization:**

**2. Program Description and Plan, Results, Performance Measures:**

Recipient shall detail below how the organization will spend the SFRF dollars in compliance with the specific purpose(s) as stated in the Appropriations Act. The description should provide a detailed understanding of the major activities that will occur to include expected results and performance measures. The description should also include anticipated timing of those expected results. *(Project template descriptions may be used as reference.)*

Program Description:

Expected Results:

Performance Measure(s):

Please note, you will this Attachment as part of executed Memorandum of Understanding (MOU).

Printed Name Date

Title

# Attachment B
# Budget

As part of this Memorandum of Understanding (MOU), you are required to provide a budget detailing how you will spend the SFRF funds in compliance with the specific purpose as stated in the Appropriations Act. Please also submit information related to any potential sub-awards. Please attach additional sheets as necessary.

**1. Organization:**

**2. Budget:**

| Line-Item | Amount | Date of Anticipated Expenditure (by quarter) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

**3. Sub-awards:**

| | | | | |
|---|---|---|---|---|
| a. Does the Recipient anticipate that it will sub-award or pass down any funds to another organization? | | Yes | | No |

If yes, answer the following:

| b. Name of Sub-recipient | c. Program Name | d. Amount to Sub-recipient |
|---|---|---|
| | | |
| | | |
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| | | |
| | | |
| | | |
| | | |

The above budget is for the time period beginning (___________) and ending (__________).

Please note, you will sign off on this Attachment as part of executed Memorandum of Understanding (MOU).

Printed Name                                   Date

Title

# Attachment C
# General Terms and Conditions

## DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein:

(1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.

(2) "Audit" means an examination of records or financial accounts to verify their accuracy.

(3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.

(4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.

(5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.

(6) "Fiscal Year" means the annual operating year of the non-State entity.

(7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.

(8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.

(9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.

(10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.

(11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.

(12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: An individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.

(13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.

(14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.

(15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

(16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the State Health Plan for Teachers and State Employees, or other similar medical programs.

(17) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(4): A non-State entity that receives State funds as a grant from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting

requirements of the Local Government Commission.

(18)"Unit of Local Government has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

### Relationships of the Parties

**Independent Contractor:** The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

**Subcontracting and Subgranting:** Any subcontracts or subgrants entered into by the Grantee with grant funds shall be subject to all conditions of this Contract. Payment of all subcontractors and subgrantees shall be the sole responsibility of the Grantee, and the Agency shall not be obligated to pay for any work performed by any subcontractor or subgrantee. The Grantee shall be responsible for the performance of all subcontractors and subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract as a result of entering into subcontracts or subgrants. Additionally, if said Grantee subgrants any grant funds pursuant to this Contract, the Grantee shall submit a copy of its policies and/or procedures for monitoring subgrantees to the Agency.

**Subgrantees:** The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

**Assignment:** No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

(a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or

(b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

### Indemnity and Insurance

**Indemnification:** The Grantee agrees to indemnify and hold harmless the Agency, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Grantee in connection with the performance of this Contract.

**Insurance:** During the term of the contract, the Grantee at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee shall provide and maintain the following coverage and limits:

(a) **Worker's Compensation** - The grantee shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of $500,000.00, covering all of Grantee's employees who are engaged in any work under the contract. If any work is sublet, the Grantee shall require the subgrantee to provide the same coverage for any of his employees engaged in any work under the contract.

(b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

(c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit shall be $500,000.00 bodily injury and property damage; $500,000.00 uninsured/under insured motorist; and $25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this Contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. All such insurance shall meet all laws of the State of North

Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Grantee shall not be interpreted as limiting the grantee's liability and obligations under the contract.

## Default and Termination

**Termination by Mutual Consent:** The Parties may terminate this Contract by mutual consent with 60 days' notice to the other party, or as otherwise provided by law.

**Termination for Cause:** If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

**Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

**Availability of Funds:** The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

**Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

## Intellectual Property Rights

**Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

**Federal Intellectual Property Bankruptcy Protection Act:** The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

## Compliance with Applicable Laws

**Compliance with Laws:** The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

**Equal Employment Opportunity:** The Grantee shall comply with all federal and State laws relating to equal employment opportunity.

## Oversight

**Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with N.C.G.S. 147-64.7. Additionally, as the State funding authority, the Agency and the Treasury, as the Federal funding authority, shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

**Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal

Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

### Miscellaneous

**Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Amendment**: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

**Time of the Essence:** Time is of the essence in the performance of this Contract.

**Certification Regarding Collection of Taxes**: N.C.G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of N.C.G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Grantee certifies that it and all of its affiliates (if any) collect all required taxes.

**Care of Property:** The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

**Travel Expenses:** Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be reimbursed under this Contract.

**Sales/Use Tax Refunds:** If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

**Advertising:** The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

## Attachment D
## Federal Funding Accounting and Transparency Act (FFATA)

The State of North Carolina must report into the FFATA Subaward Reporting System which captures and report subawards and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements.

« Beneficiary Name »

Enter your DUNS Number:

Enter your 9 Digit Zip Code:

Question 1: In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific CCR record, represented by a DUNS number, belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Question 2: Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this specific CCR record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

# GRANT COVER SHEET

## NC Grant ID MGF-020

This Contract is hereby entered into by and between the **North Carolina Department of Commerce** (the "Agency"), and **Davie County** (the "Grantee") (referred to collectively as the "Parties"). The Grantee's federal tax identification number is **56-6000295. This grant is made in reliance on the application submitted by Farmington Dragway (the Motorsports Venue").**

**1. Contract Documents:**

This Contract consists of the following documents:
(1) This Contract
(2) Project Description and Plan (Attachment A)
(3) Budget (Attachment B)
(4) The General Terms and Conditions (Attachment C)
(5) Federal Funds Accountability and Transparency Act Disclosure (Attachment D)

These documents constitute the entire agreement between the Parties and supersede all oral and written statements, negotiations, or agreements made, communicated, negotiated, or entered into prior to or contemporaneously with the full execution of this Contract.

**2. Precedence Among Contract Documents:**

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

**3. Effective Period:**

This Contract shall be effective as of the last date of execution of this Contract and shall terminate when all funds disbursed by the Agency to the Grantee under this Contract have been expended by the Grantee for the purposes authorized by the North Carolina General Assembly and stated herein, unless terminated sooner under the terms of this Contract. All eligible expenditures must be incurred or obligated by **December 31, 2024,** and expended by **December 31, 2026,** as allowed by federal law and regulation.

**4. Grantee's Duties:**

The North Carolina General Assembly has authorized funds to be appropriated to local governments to enhance amenities and increase opportunities at the Motorsports Venue, to offset negative economic impacts of the COVID-19 pandemic, support safe reopening, and aid planned but COVID-19 delayed expansions or upgrades at such venues ,.pursuant to S.L. 2021-180, the State Appropriations Act of 2021, as amended by S.L. 2021-189, and the Committee Report (together the "Authorizing Legislation"), which authorize and direct the Agency to administer these funds. The Grantee acknowledges these funds are federal Coronavirus State Fiscal Recovery Funds ("SFRF") authorized in section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, awarded to North Carolina, deposited in the state Treasury, and appropriated in North Carolina by the Authorizing Legislation. The North Carolina Office of State Budget and Management (OSBM) has determined that this project is provision of government services within the State's calculated reduction of revenue due to the COVID-19 public health emergency, to be administered and reported under Expenditure Category 6.1 under the US Department of the Treasury's (the "Treasury") Compliance and Reporting Guidance (updated February 28, 2022).The Grantee shall implement the grant and ensure that all funds are expended in accordance with the Authorizing Legislation, all applicable State and Federal laws, and Treasury guidance for use of these funds. The Grantee will ensure that the sub-grantee(s), sub-sub-grantee, etc. comply with all applicable laws, regulations, guidance, and reporting requirements. The Grantee shall not use grant funds for debt service, to replenish financial reserves, or to satisfy an obligation arising from a judicial settlement or judgment. The Grantee acknowledges that the interpretation of the standards applicable to these funds may change with additional Treasury guidance or Congressional or state action and agrees to comply with future standards.

**5. Agency's Duties:**

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed $22,654.

[**X**] a. There are no matching requirements from the Grantee.

[ ] b. The Grantee's matching requirement is $__________, which shall consist of:
[ ] In-kind [ ] Cash
[ ] Cash and In-kind [ ] Cash and/or In-kind

The contributions from the Grantee shall be sourced from non-federal funds.

The total contract amount is **$22,654**

**6. Letter of tax- exempt status:**

If applicable, the Grantee shall file with the Agency a copy of Grantee's IRS federal tax-exempt letter or 501(c) verification form.

**7. Reporting Requirements:**

The Grantee shall comply with all of the reporting requirements and provisions described in Attachment A hereto.

The Grantee agrees that, prior to spending any grant funds, it shall send the Fiscal Services Division of the Agency a true and correct copy of a written project budget (Attachment B) duly authorized and adopted by the Grantee's board of directors or other governing body. Said budget shall contain a narrative description of all budgeted expenditures of grant funds, explaining how the budgeted expenditures would meet the objectives of the grant awarded to the Grantee and identifying any interest-bearing account into which the Grantee has placed or intends to place any of the budgeted expenditures. Should the Grantee thereafter revise, alter, or amend said budget, it shall, within ten (10) business days thereafter, send the Fiscal Services Division of the Agency a true and correct copy of said revised, altered, or amended budget, which shall also be duly authorized and adopted by the Grantee's board of directors or other governing body and which shall also contain a narrative description of all budgeted expenditures of grant funds. No expenditure of grant funds may be made by the Grantee until said budget or revised, altered, or amended budget (as applicable) has been received by the Agency.

In addition to the reporting requirements and provisions described in Attachment C and the other reporting requirements described in the preceding paragraph of this Contract, the Grantee further agrees to submit to the Agency's Fiscal Services Division a Quarterly Expenditure Report to enable the Agency and its Fiscal Services Division to track the status of the Grantee's expenditures of grant funds on a periodic basis. The Grantee shall continue to complete and send said Quarterly Expenditure Reports to the Agency's Fiscal Services Division until all grant funds received under this Contract have been expended and all such expenditures have been fully reported to the Fiscal Services Division of the Agency. When submitting said Quarterly Expenditure Reports, the Grantee shall also submit a brief narrative paragraph for each such Report summarizing the performance objectives of expenditures and any interest earned by the Grantee from the grant funds.

The Grantee will ensure that the sub-grantee(s), sub-sub-grantee, etc. make available information necessary for the Grantee and the Agency to fulfill their respective reporting requirements. The Grantee will implement reporting deadlines for the subgrantee(s), sub-sub-grantee, etc. that provide adequate time for review by the Grantee and the Agency in order for the Grantee and the Agency to meet their respective reporting deadlines. In the event such reports are requested by the Agency, the Grantee will additionally provide monthly program and expenditure reports in the form prescribed by the Agency. The Agency will establish the form and schedule for the submission of reports under this Paragraph and the Grantee will ensure that all reports are materially complete and submitted to the Agency by the date set by Agency.

The Grantee certifies that the Motorsports Venue satisfies the eligibility requirements under Section 11.14(c) of S.L. 2021-180 to receive funds. The Grantee will ensure that uses for these funds are expeditiously undertaken and that the funds are put to a qualifying use approved by the Motorsports Venue.

**8. Payment Provisions:**

Payments will be made on a forward-looking, quarterly basis. To justify payment, the Grantee will submit monthly and quarterly program reports and monthly and quarterly expenditure reports. These reports will be submitted by a deadline agreed upon by the Parties.

**9. Contract Administrators:**

All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

| For the Agency | For the Grantee |
|---|---|
| IF DELIVERED BY US POSTAL SERVICE | IF DELIVERED BY US POSTAL SERVICE |
| Tonia Brown, Accountant<br>Department of Commerce<br>Fiscal Services Division<br>4302 Mail Service Center<br>Raleigh, NC 27699-4302<br><br>Telephone: (919) 814-4637<br>Fax: (919) 715-1098<br>Email: tonia.brown@nccommerce.com | Telephone:<br>Fax:<br>Email: |

**10. Disbursements:**

In addition to the other requirements set forth above and in the attached documents concerning the disbursement of grant funds by the Grantee (including any sub-grantee(s) and sub-sub-grantee(s)), as well as all requirements imposed on grant fund expenditures by applicable law, rules, and regulations, the Grantee acknowledges and agrees, as an express condition of this Contract, to make disbursements of all grant funds in accordance with the following requirements:

a. The Grantee shall implement adequate internal controls over all disbursements;
b. The Grantee shall pre-audit all vouchers presented to it for payment to determine:
    - The validity and accuracy of the requested payment;
    - The payment due date;
    - The adequacy of all documentation allegedly supporting the requested payment; and
    - The legality of all disbursements and requested disbursements;
c. The Grantee shall assure adequate control of signature stamps and plates;
d. The Grantee shall assure adequate control of all negotiable instruments; and
e. The Grantee shall implement adequate procedures to ensure that its account balance is solvent and shall reconcile its account monthly.

**11. Outsourcing:**

The Grantee certifies that it has identified to the Agency all jobs related to this Contract that have been outsourced to other states within the United States or to other countries, if any. The Grantee further acknowledges that it may not outsource to any other state or territory or to any other country any jobs related to this Contract during the term of this Contract without obtaining the prior written approval of the Agency.

**12. Ethics Law Compliance:**

The Grantee acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, the Grantee, its officers, agents, and employees shall be and are subject to the provisions of the North Carolina State Government Ethics Act, N.C. Session Law 2006-201, House Bill 1843; Session Law 2007-348, House Bill 1111 (the "Ethics Act"). The Grantee further acknowledges and agrees that, in the event that it grants any of the grant funds awarded hereunder to one or more sub-grantees or sub-sub-grantees, the Grantee shall, by contract, ensure that the provisions of the Ethics Act are made applicable to and binding upon any and all of the Grantee's sub-grantees, sub-sub-grantees, etc.

**13. Cost Principles:**

The Grantee may use funds for administering this SFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Costs must be reasonable and allocable. The Grantee is permitted to charge both direct and indirect costs as administrative costs. Direct costs are those that are identified specifically as costs of implementing the SFRF program objectives, such as contract support, materials, and supplies for a project. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the SFRF award such as the cost of facilities or administrative functions like a director's office. Each category of cost should be treated consistently in like circumstances as direct or indirect, and the Grantee may not charge the same administrative costs to both direct and indirect cost categories, or to other programs. If the Grantee has a current Negotiated Indirect Costs Rate Agreement ("NICRA") established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the recipient may use its current NICRA with approval from the Agency. Alternatively, if the Grantee does not have a NICRA or its use is not approved by the Agency, the Grantee will use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f).

**14. Final Reports and Certifications:**

The Grantee shall file all reports and certifications, concerning its receipt, handling, and expenditure of all grant funds awarded hereunder, including any interest earned by the Grantee from such funds, with the Fiscal Services Division of the Agency.

**15. Monitoring and Auditing:**

The Grantee acknowledges and agrees that, from and after the date of execution of this Contract and for the longer of 1) five (5) years after all State Fiscal Recovery Funds have been expended or returned to Treasury or 2) five (5) years following its termination, the books, records, documents, and facilities of the Grantee are subject to being audited, inspected, and monitored at any time by the Agency upon its request (whether in writing or otherwise), State or Federal auditors, and/or the Treasury. The Grantee and its officers, agents, and employees shall make the Grantee's books, records, documents, and offices/facilities available to all authorized personnel for inspection, audit, and monitoring upon request, shall answer any questions posed to them by the auditing agency, and shall provide the requesting agency, upon its request, with any documents, records, or information sought by the auditing agency in its efforts to monitor and audit the Grantee's activities regarding the funds awarded under this Contract. The Grantee further agrees to keep and maintain all of its books, records, and documents relating in any way to the grant funds awarded hereunder as described in Attachment E subject to the longer timelines described in this paragraph. Because SFRF is a single federal award it may be necessary to keep records of all project expenditures, including record-keeping by subrecipients, until the longest of the timelines runs. Therefore, the Grantee agrees to seek specific written authorization from the Agency for destruction of any records prior to five years after all SFRF funds have been expended or returned to Treasury.

**16. Grant Agreement With Sub-Grantee(s):**

In the event that the Grantee grants to a sub-grantee, a sub-sub-grantee, etc. any of the grant funds awarded to the Grantee hereunder, the Grantee must retain a signed copy of the contract, letter, or agreement pursuant to which the grant funds awarded to the Grantee hereunder are granted to a sub-grantee, a sub-sub-grantee, etc. The Grantee's agreement or contract with the sub-grantee, sub-sub-grantee, etc. shall comply with the requirements established by this Contract and applicable State and Federal laws, regulations, guidance, and reporting requirements. The Grantee shall insure that the sub-grantee, sub-sub-grantee, etc. fulfills its duties and obligations under the contract, letter, or agreement.

**17. Repayment of Grant Funds to Agency:**

In the event that the Grantee, either directly or indirectly (e.g., through a sub-grantee or sub-sub-grantee), commits any breach of this Contract which the Grantee fails to fully cure within thirty (30) days of its receipt of written notice from the Agency of said breach, the Agency may make demand in writing of the Grantee that it repay the Agency so much of the grant funds awarded under this Contract, up to and including 100% of the amount of the award made under this Contract. In such an event, the Grantee shall repay said amount to the Agency within thirty (30) days of its receipt of said demand for repayment, as well as any interest earned by the Grantee on said amount.

In addition, in the event that this Contract should be terminated by the Parties or otherwise comes to an end prior to the time when the Grantee, its sub-grantee(s), any sub-sub-grantee(s), etc. have expended all of the funds awarded under this Contract, the Grantee shall, within thirty (30) days of said termination or contract end, return to the Agency all such unexpended funds, as well as any interest earned by the Grantee on such funds. Furthermore, the Grantee shall, by contract, ensure that, in the event that its sub-grantee(s) enter into any sub-sub-grant agreements involving any of the funds awarded hereunder, all such sub-grantees, sub-sub-grantees, etc. are required to repay to their grantee(s) all such unexpended funds, as well as any interest earned by the sub-grantee or sub-sub-grantee on such funds, so that the Grantee can return those unexpended funds and interest to the Agency within thirty (30) days of the termination or other end of this Contract. In any event, the Grantee shall be and remain liable to the Agency for the repayment to the Agency of all grant funds that are unexpended (either by the Grantee or any sub-grantee, sub-sub-grantee, etc.) at the time of the termination or other end of this Contract, as well as the repayment of any interest earned by the Grantee, sub-grantee or sub-sub-grantee on such funds at that time.

Further, if the Grantee received a grant for which Motorsports Venue submitted incorrect information or was otherwise ineligible to apply, the Grantee must forfeit the grant awarded under this subsection and is liable for the amounts received.

**18. Termination:**

Subject to the provisions of paragraph 19 of this Contract, this Contract may be terminated in accordance with the provisions set forth in Attachment C hereto; however, the reporting, monitoring, and audit requirements and provisions of this Contract shall survive any such termination.

**19. Title VI Certification:**

The Grantee certifies its compliance with Title VI Civil Rights laws. The Grantee will also seek certification of compliance as may be required of Sub-grantees and contractors. The Grantee acknowledges that it must cooperate in demonstrating its efforts on behalf of the State as may be required by the Treasury.

**20. Federal Funds Accountability and Transparency Act**

Prior to the disbursement of funds the Grantee will complete and submit Attachment F to the Agency. The Federal Funds Accountability and Transparency Act (the "FFATA") requires public disclosure of executive compensation in certain federally funded organizations. Prior to the disbursement of funds that Grantee will provide written certification stating whether 1) The Grantee received 80% or more of its annual gross revenues from federal awards (contracts or subcontracts, loans, grants or subgrants, cooperative agreements) and whether 2) The total of the Grantee's annual federal awards equaled or exceeded $25,000,000? If the answer to both questions is "yes," then the Grantee must publicly report the compensation information of its five most highly compensated executives. The Grantee may comply by certifying that this is done through periodic reporting under the Securities Exchange Act of 1934 under 15 USC 78m(a) or 15 USC 78o(d), or under the Internal Revenue Code of 1986 Section 6104, If not already reported, the names and compensation of the five most highly compensated executives must be provided to the Agency as a precondition to receiving federal funds.

The Grantee will provide all information requested by the Agency to allow the State to document compliance with the FFATA, which may include:

- Subrecipient identifying and demographic information (e.g., legal name, whether registered in SAM.gov, DUNS/UEI/TIN and location)
- Primary place of performance
- Related project identification number(s) (created by the recipient)
- Related project name(s)
- Period of performance start and end date
- Quarterly obligation amount
- Quarterly expenditure amount

**21. Authorized Signature Warranty:**

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

**In Witness Whereof,** the Grantee and the Agency have executed this Contract in duplicate originals, with one original being retained by each party.

Signature Date

Printed Name Title

**ATTEST**

Notary Public Date Notarized

Printed Name Title

**[OFFICIAL SEAL]**

***North Carolina Department of Commerce***

DocuSigned by:
Heather Horton
E6E555AC61B7477...
17-May-2022

Signature Date

Heather Horton Chief Fiscal Officer

Printed Name Title

# Attachment A
# Program Description and Plan

As part of this grant agreement, you are required to provide a description of how you will spend the State Fiscal Recovery Funds (SFRF) in compliance with the specific purpose as stated in the Appropriations Act. You are also required to submit information related to any potential sub-awards and a budget for all funds. Please attach additional sheets as necessary.

**1. Organization:**

**2. Program Description and Plan, Results, Performance Measures:**

Recipient shall detail below how the organization will spend the SFRF dollars in compliance with the specific purpose(s) as stated in the Appropriations Act. The description should provide a detailed understanding of the major activities that will occur to include expected results and performance measures. The description should also include anticipated timing of those expected results. *(Project template descriptions may be used as reference.)*

Program Description:

Expected Results:

Performance Measure(s):

Please note, you will submit this Attachment as part of the executed Contract.

Printed Name                Date

Title

# Attachment B
# Budget

As part of this Agreement, you are required to provide a budget detailing how you will spend the SFRF funds in compliance with the specific purpose as stated in the Appropriations Act. Please also submit information related to any potential sub-awards. Please attach additional sheets as necessary.

**1. Organization:**

**2. Budget:**

| Line-Item | Amount | Date of Anticipated Expenditure (by quarter) |
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**3. Sub-awards:**

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|---|---|---|---|---|
| a. Does the Recipient anticipate that it will sub-award or pass down any funds to another organization? | | Yes | | No |

If yes, answer the following:

| b. Name of Sub-recipient | c. Program Name | d. Amount to Sub-recipient |
|---|---|---|
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| | | |

The above budget is for the time period beginning (___________) and ending (__________).

Please note, you will submit this Attachment as part of the executed Contract.

Printed Name Date

Title

# Attachment C
# General Terms and Conditions

### DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein:

(1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.

(2) "Audit" means an examination of records or financial accounts to verify their accuracy.

(3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.

(4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.

(5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.

(6) "Fiscal Year" means the annual operating year of the non-State entity.

(7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.

(8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.

(9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.

(10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.

(11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.

(12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: An individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.

(13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.

(14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.

(15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

(16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the State Health Plan for Teachers and State Employees, or other similar medical programs.

(17) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(4): A non-State entity that receives State funds as a grant from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting

requirements of the Local Government Commission.

(18)"Unit of Local Government has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

### Relationships of the Parties

**Independent Contractor:** The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

**Subcontracting and Subgranting:** Any subcontracts or subgrants entered into by the Grantee with grant funds shall be subject to all conditions of this Contract. Payment of all subcontractors and subgrantees shall be the sole responsibility of the Grantee, and the Agency shall not be obligated to pay for any work performed by any subcontractor or subgrantee. The Grantee shall be responsible for the performance of all subcontractors and subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract as a result of entering into subcontracts or subgrants. Additionally, if said Grantee subgrants any grant funds pursuant to this Contract, the Grantee shall submit a copy of its policies and/or procedures for monitoring subgrantees to the Agency.

**Subgrantees:** The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

**Assignment:** No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

(a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
(b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

### Indemnity and Insurance

**Indemnification:** The Grantee agrees to indemnify and hold harmless the Agency, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Grantee in connection with the performance of this Contract.

**Insurance:** During the term of the contract, the Grantee at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee shall provide and maintain the following coverage and limits:

(a) **Worker's Compensation** - The grantee shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of $500,000.00, covering all of Grantee's employees who are engaged in any work under the contract. If any work is sublet, the Grantee shall require the subgrantee to provide the same coverage for any of his employees engaged in any work under the contract.
(b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
(c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit shall be $500,000.00 bodily injury and property damage; $500,000.00 uninsured/under insured motorist; and $25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this Contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. All such insurance shall meet all laws of the State of North

Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Grantee shall not be interpreted as limiting the grantee's liability and obligations under the contract.

### Default and Termination

**Termination by Mutual Consent:** The Parties may terminate this Contract by mutual consent with 60 days' notice to the other party, or as otherwise provided by law.

**Termination for Cause:** If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

**Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

**Availability of Funds:** The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

**Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

### Intellectual Property Rights

**Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

**Federal Intellectual Property Bankruptcy Protection Act:** The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

### Compliance with Applicable Laws

**Compliance with Laws:** The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

**Equal Employment Opportunity:** The Grantee shall comply with all federal and State laws relating to equal employment opportunity.

### Oversight

**Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with N.C.G.S. 147-64.7. Additionally, as the State funding authority, the Agency and the Treasury, as the Federal funding authority, shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

**Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal

Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

### Miscellaneous

**Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Amendment**: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

**Time of the Essence:** Time is of the essence in the performance of this Contract.

**Certification Regarding Collection of Taxes**: N.C.G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of N.C.G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Grantee certifies that it and all of its affiliates (if any) collect all required taxes.

**Care of Property:** The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

**Travel Expenses:** Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be reimbursed under this Contract.

**Sales/Use Tax Refunds:** If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

**Advertising:** The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

## Attachment D
## Federal Funding Accounting and Transparency Act (FFATA)

The State of North Carolina must report into the FFATA Subaward Reporting System which captures and report subawards and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements.

« Beneficiary Name »

Enter your DUNS Number:

Enter your 9 Digit Zip Code:

Question 1: In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific CCR record, represented by a DUNS number, belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Question 2: Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this specific CCR record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

# GRANTEE/SUB-GRANTEES ACKNOWLEDGMENT AND AGREEMENT

Grantee: Davie County

Sub-Grantee: High Performance Holdings, LLC

Project File Number & Title: NC Grant ID MGF-007 & NC Grant MGF-020, respectively.

Purpose of Grants: To assist in the keeping and the maintaining of the High Performance Holding facilities in Davie County North Carolina so as to maintain jobs and tax base for economic development purposes. These grants are to assist in the updating of the current track surface to current International Hot Rod Association specification by the placement of stone base under the current asphalt surface and the replacement of steel guardrails with IHRA and racers preferred case in place concrete barrier walls and the repaving of the contestants pit area and a section of the left return road as set forth in the grant application to the State of North Carolina.

Amount of Grants: $436,500.00 and $20,389.00, respectively.

Award Date: ____________________

Start Date: ______________________

In consideration of the Grantee ageing to act as a pass-thru for the Sub-Grantee from the State of North Carolina for the above grants, and in further consideration of one ($1.00) dollar each paid to the other, the receipt of which is hereby acknowledged by the execution of this Agreement, the parties to hereby agree as follows:

**<u>Special Terms and Conditions Applicable to Grant:</u>**

a) Funds are to be used for the public purposes associated with the terms and conditions as outlined in the Grant Cover Sheets attached to this Agreement hereto and incorporated into this Acknowledgment and Agreement by reference as if fully set forth.
b) Release of funds is contingent on the express conditions of the NC Grant ID MGF-007 and NC Grant ID MGF-020 attached hereto. No funds shall be released upon the terms and conditions of these Grants are complied with and the funds have been releases from the State of North Carolina to the Grantee.
c) Release of funds is contingent on the Sub-Grantee demonstrating that the funding sources identified in the project budget included in the grant application and/or otherwise necessary for completion of the contemplated project have committed sufficient resources to allow completion of the project.
d) The grants are contingent on the Sub-Grantee providing to the Grantee an irrevocable bank letter of credit guaranteeing the full amount of the two grants and further guaranteeing the performance of the complete terms and conditions set forth in the Grant Cover Sheets attached to this Agreement, in form and on a bank which is fully acceptable to the Grantee..
e) Prior to release of funds, Sub-Grantee agrees to have to completed, at a minimum, monthly and quarterly program reports and expenditure reports as seen in Section 8 of the Grant Cover Sheet, the five requirements set forth in Section 10., Disbursements, of the Grant Cover Sheet, in addition to all invoices of work performed. Further the Sub-Grantee shall complete and submit all Attachments required in Section 20, Federal Funds Accountability and Transparency Act of the Grant Cover Sheet.
f) The Sub-Grantee is in material compliance with all federal, state, county, and local laws, regulations, zoning ordinance and orders that are applicable to the Sub-Grantee, and the Sub-Grantee has timely filed with the proper governmental authorities all statements and reports required by the laws, regulations, and

orders to which the Sub-Grantee is subject and will continue to be in compliance during the duration of the grant life.

g) There is no litigation, claim, action, suit, proceeding or governmental investigation pending against the Sub-Grantee, and there is no pending or (to the Sub-Grantee's knowledge) threatened litigation, claim, action, suit, proceeding or governmental investigation against the Sub-Grantee that could reasonably be expected to have a material adverse effect upon the Sub-Grantee's ability to carry out this grant in accordance with its terms.

h) The Sub-Grantee has timely paid all judgments, claims, and federal, state, and local taxes payable by the Sub-Grantee the non-payment of which might result in a lien on any of the Sub-Grantee's assets or might otherwise adversely affect the Sub-Grantee's ability to carry out this grant in accordance with its terms.

i) The Sub-Grantee agrees to maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for the project funded for such times as are required under the Grant Cover Sheet. The Sub-Grantee agrees to retain all financial records, supporting documents, and all other pertinent records related to the project funded for a period of five (5) years from the end of the grant funding period. In the event such records are audited, all project records shall be retained beyond such five-year period until all audit findings have been resolved. The Sub-Grantee shall make available to the Grantee, or the Grantee's designated representative, all of the Sub-Grantee's records that relate to the project funded, and shall allow the Grantee or the Grantee's representative to audit, examine and copy any data, documents, proceedings, records and notes of activity relating to the project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the Grantee or its representative may deem necessary. The Sub-Grantee may be subject to audit by the State Auditor.

j) The sub-grantee shall pay all cost Incurred by the grantee in preparing and submitting all report and other documents so as to comply with the above two grants and hereby agrees that the grantee shall be allowed to withhold funds from the general grant funds to cover all such cost

Rescission and Termination of Grants: Rescission of a grant revokes the grant award. When funds have been disbursed to Sub-Grantee by the Grantee and a grant is rescinded, the Sub-Grantee may be liable for repayment to the Grantee of any and all grant funds received by the Sub-Grantee under the grant. Termination of a grant ends the grant on a going-forward basis, and the Sub-Grantee is liable for repayment to the Grantee only of that portion of the grant funds that has been disbursed to but not expended by the Sub-Grantee in accordance with the terms of the grant.

A grant may be rescinded or terminated at any time, at the discretion of the Foundation, for reasons including the following:

a. The Grantee has not signed and delivered to the Grantee the Sub-Grantee Acknowledgment and Agreement within two (2) months of the date it was sent to the Sub-Grantee.

b. The Sub-Grantee has failed to complete the project within the time

c. The Sub-Grantee is unable, or has failed or refused, to comply with a material term or condition of the grant.

d. The Sub-Grantee has experienced a change in circumstances that would have a material adverse effect upon the Sub-Grantee's ability to accomplish fully the purposes of the grant (e.g., loss of collateral funding, loss of key personnel, etc.).

e. The Sub-Grantee has failed or refused to submit a report, statement, accounting or return required under the Sub-Grantee Acknowledgment and Agreement or by applicable law.

g. The Sub-Grantee has materially modified its budget for the project, and such material modification has not been approved by the Grantee.

h. The Sub-Grantee commits a material violation of the Internal Revenue Code, or uses funds for some purpose not permitted by the Internal Revenue Code or for some purpose not contemplated by the grant.

i. The Sub-Grantee breaches any of the covenants or agreements contained in the Sub-Grantee Acknowledgment and Agreement, or any of the representations and warranties made by the Sub-Grantee in the Grantee Acknowledgment and Agreement is untrue as to a material fact.

It is anticipated that a grant will be rescinded if one of the reasons set forth above exists and no grant funds have been disbursed. Where grant funds have been disbursed, it is anticipated that a grant will be rescinded in the case of the more serious violations (including, without limitation, use of Grantee funds for some purpose not contemplated by the grant or in violation of the Internal Revenue Code, or upon other affirmative misconduct of the Sub-Grantee), and that termination of a grant will take place in the case of the less serious instances of noncompliance.

**General Terms:** All of the Standard North Carolina Local Government Contractual Terms and Conditions of the attach rider (LGR- dated March 30, 2020) shall apply to this Agreement and are hereby incorporated into this Agreement as if fully set forth.

The individual signing below certifies his or her authority to execute this Agreement on behalf of the Sub-Grantee. By executing this Agreement, the Grantee, to induce the Grantee to make this grant, makes each of the representations set forth hereinabove and certifies that each of such representations is true, accurate and complete as of the date hereof.

IN WITNESS WHEREOF, the Sub-Grantee has executed this Agreement this the _____ day ___________ 2022.

**High Performance Holdings, LLC**

Signature: ____________________________________________________(SEAL)

Name of Person Signing (print): __________________________________

Title of Person Signing (print):___________________________________

Date: __________________________________________

**Davie County, North Carolina**

By:___________________________________________ (SEAL)

County Manager
Date: ________________________________________

# PUBLIC HEARING COMMENT PERIOD RULES

1. Pursuant to Chapter 153A of the North Carolina General Statutes and Chapter 155 of the Davie County Code of Ordinances, this Board is conducting a public hearing. Due Notice of this public hearing was advertised and ran in a local newspaper with general circulation in the County as required by law.

2. Each person desiring to speak at this public hearing should come forward to the podium, state his or her full name for the Board and then comment on the proposal.

3. Speakers may only speak once per public hearing.

4. The speaker shall address the Board as a whole and shall not ask for any verbal exchange back from the Board. It is not the intent of public comments to require the Board to answer any impromptu questions. There shall be no discussion between the speakers and members of the audience.

5. All speakers are expected to observe the decorum of the Meeting, to be respectful in their language and presentation and to refrain from the use of profanity or shouting or from making disclosures prohibited by the Personnel Act with respect to any County employee. Willful violation of the law or interrupting or disrupting of the meeting can result in criminal charges being brought under N.C.G.S. 143-318.17.

6. All comments by a speaker shall be limited to subject of the public hearing.

7. The speaker must make all presentations from the podium provided and shall not be allowed to physically approach the Board or staff member without the express invitation by the Chair or other designated presiding officer of the Board.

8. In order to conduct public business in an efficient and productive manner, speakers are encouraged to avoid duplicative and repetitive comments.

9. Any applause will be held until the end of the Public Comment Period.

10. This Policy on Public Hearing Comment Period shall be made available to the public thirty (30) minutes before each Public Hearing meeting and shall be placed on the

County Website along with the public agenda of each Public Hearing at least twenty-four (24) hours before meeting.

**NOTICE OF PUBLIC HEARING**
**BEFORE THE DAVIE COUNTY BOARD OF COUNTY COMMISSIONERS**
**(Economic Development Incentives)**

Notice is hereby given that the Davie County Board of Commissioners will hold a public hearing during their regularly scheduled meeting on Monday, July 11 at 6:00 p.m., in the County Commissioners Meeting Room of the Davie County Administration Building at 123 South Main Street, Mocksville, North Carolina, pursuant to the provisions of N.C.G.S. §158-7.1 to consider granting economic development incentive appropriations (the "Incentives") of approximately $505,594 to the Farmington Dragway for the purpose of offsetting the negative economic impacts of the COVID-19 pandemic, support safe reopening, and aid planned expansions or upgrades delayed due to the pandemic. These incentives are available through a grant from the Motorsports Relief Fund through the North Carolina Department of Commerce.

All meetings of the Board of Commissioners are open to the public in accordance with the North Carolina Open Meetings Law. The meeting facilities are handicap accessible, and anyone requiring special assistance should notify the Clerk to the Board at (336) 753-6006 as soon as possible.

Stacy A Moyer
Clerk to the Board
Davie County Board of Commissioners

Publish - 6/30/2022 & 7/7/2022

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

**Interim County Manager**
Michael M. Ruffin
Commissioners Meeting Room
123 South Main Street
Mocksville, NC 27028
June 3, 2022 2:00 PM

MINUTES
Special Called Meeting

I. Call to Order

Chair Blakley called the meeting to order at 2:09 p.m.

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

II. Invocation - Commissioner Jones offered the Invocation.

III. Pledge of Allegiance - Chair Blakley 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. Adopt Agenda

Commissioner Jones made a motion to adopt the agenda. Commissioner Finney seconded the motion. All were in favor, and the motion passed 5-0.

VI. Closed Session

Commissioner Poindexter made a motion to enter into Closed Session at 3:13 p.m. pursuant to NCGS 143.318.11(a)(6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee. Commissioner Renegar seconded the motion. All were in favor, and the motion passed 5-0 (Blakley, Renegar, Finney, Jones, Poindexter).

Commissioner Poindexter made a motion to exit Closed Session at 5:40 p.m. Vice Chair Renegar seconded the motion. All were in favor, and the motion passed 5-0 (Blakley, Renegar, Finney, Jones, Poindexter).

VII. Adjourn

Commissioner Poindexter made a motion at 5:43 p.m. to adjourn this meeting. Commissioner Renegar seconded the motion. All were in favor, and the motion passed 5-0 (Blakley, Renegar, Finney, Jones, Poindexter).

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

**Interim County Manager**
Michael M. Ruffin
Commissioners Meeting Room
123 South Main Street
Mocksville, NC 27028
June 6, 2022 6:00 PM

MINUTES
Regular Meeting

1. Meeting Called to Order - Chairman Blakley

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

2. Invocation - The Invocation was offered by Interim County Manager Mike Ruffin.

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

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

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

6. Public Comment Period - There were no Public Comments this evening.

7. Presentations

There was one presentation this evening:

1) Quarterly update from Partners Health Management - presented by Jackie Copeland. Mr. Copeland updated the Commissioners on the current number of Davie County citizens served by Partners. Copeland stated the average numbers are very comparable to the State averages and in some cases the numbers are better than the State average.

Mr. Copeland mentioned they have offered to staff training which include mental health first aid. Staff have attended many meetings with the community to engage the community and delivered

504 Narcan nasal spray doses to Sheriff's Office, EMS, and Southern Family Medicine. Mr. Copeland will continue to offer these updates on a quarterly basis.

8. Public Hearings

There were two Public Hearings this evening:

1) Zoning Map Amendment 2022-03: Farmington Meat Processing, LLC - presented by Adam Barr, Planner II.

Zoning Map Amendment 2022-03**.** Farmington Meat Processing, LLC c/o Michael & Nikki Long has applied to rezone approximately 0.459 acres of a 3.02 acre tract from Residential Agricultural (R-A) and Quality Design Overlay (R-A, QD-O) to Neighborhood Business, Quality Design Overlay (N-B, QD-O). The subject property is located at 135 Nikkis Way. The property is further described as a portion of Davie County Tax Parcel D500000133. The Planning Board voted unanimously on 4/6/2022 to approve this request.

The Public Hearing opened at 6:28 p.m. County Attorney, Ed Vogler, offered to the audience the rules and regulations in order to speak during the Public Hearing.

1) George Marthenis, 172 Stay Away, Mocksville - has lived here 17 years and his home is across from the Farmington meat store. Access to his home is on an unpaved private easement. Mr. Marthenis spoke in opposition to this request.

2) Sherry Marthenis, 172 Stay Away, Mocksville, has lived in Davie County for 35 years also spoke in opposition to this request.,

3) Kim Stanberry, 230 Stay Away, spoke in favor of this request.

4) Michael Long, who is Nikki Long's father in law spoke in favor of this request.

5) Eric Taylor, who owns large parcel of property off of Fancy Bones Road, off Hubert Road, near Stay Away; spoke in favor of this request.

6) Nikki Long, who is the request of this Zoning Map Amendment offered some background information. They received grant funds to add on a small retail portion to expand their local product offering. The business has grown over last few months, she doesn't feel there is much traffic for her business and stated her husband maintains the road (some neighbors do not help).

No others came forward to speak, public comments closed at 6:52 p.m.

James Blakley asked Ed Vogler to offer comments. Vogler stated the Comprehensive Plan limits rural commercial development. Nikkis Way is a private easement with ingress/egress along 20'. This road was not meant to be a public road. This brings concerns looking at the zoning ordinance. Further information is needed and requests deferment for at least 30 days to look into the matter further in order to research the request.

A motion to defer this request for 30 days was made by Commissioner Poindexter. Commissioner Finney seconded the motion. All were in favor, and the motion passed 4-0 (Blakley, Renegar, Finney, Poindexter).

2) FY 2023 Budget Proposal & 2023-2027 Capital Improvement Plan - presented by Assistant County Manager/CFO Robin West and Strategy & Budget Director Cindy Chapman. The budget is a balanced budget $95,672,148; general fund $80,313,681; maintain property tax $.733 per $100 of valuation. There is an anticipation of increasing the fund balance to 25.51% in FY 23 (maintain targeted available fund balance equal to 25% of the general fund expenditures).

The Capital Improvement Plan was also presented; Ms. West stated we will be out of compliance with debt to service ratio ($45M over next 6 years).

Chair Blakley opened the Public Hearing at 7:34 p.m. County Attorney Ed Vogler informed the audience of the Public Hearing Public Comment rules. No one came forward to speak and the Public Hearing was closed at 7:35 p.m. Commissioner Poindexter made a motion to approve the budget for fiscal year 22-23 and the Capital Improvement Plan. Vice Chair Renegar seconded the motion. All were in favor, and the motion passed 4-0 (Blakley, Renegar, Finney, Poindexter).

The Commissioners expressed how pleased they were with the budget and thanked staff for their efforts.

9. Consent Agenda

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Benita Finney, Commissioner |
| **SECONDER:** | Richard B. Poindexter, Commissioner |
| **AYES:** | Blakley, Renegar, Finney, Poindexter |
| **ABSENT:** | Jones |

A. Approval of Minutes
   1. Closed Session Minutes from May 19, May 24, & May 25
   2. Board of Commissioners - Regular Meeting - May 2, 2022 6:00 PM
   3. Minutes - Special Called Meeting 5/19/2022
   4. Board of Commissioners - Special Called Meeting - May 24, 2022 3:00 PM
   5. Board of Commissioners - Special Called Meeting - May 25, 2022 3:00 PM

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

C. Appointments
   1. Library Board of Trustees - Reappointment Lisa Nielsen

D. Budget Amendments/Transfers
   1. Budget Amendments for June 6, 2022

E. Resolutions
   1. Resolution - Review Officer

F. Contracts
   1. NCACC Risk Management Pool - Property, Liability, and Workers Comp Insurance

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

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

12. County Manager's Report

Interim County Manager, Michael Ruffin, offered the following report:

He thanked staff, department directors, and the folks who helped to prepare the budget especially Cindy Chapman and Robin West for a job well done.

13. Commissioners' Comments

The Commissioners offered closing remarks and thanked all for their attendance this evening.

14. Closed Session

Commissioner Poindexter made a motion at 7:41 p.m. to enter into Closed Session pursuant to NCGS 143.318.11. (a) (6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee. Commissioner Finney seconded the motion. All were in favor, and the motion passed 4-0 (Blakley, Renegar, Finney, Poindexter).

A motion was made to modify the agenda to add an action item after closed session by Commissioner Finney and was seconded by Vice Chair Renegar. All were in favor and the motion passed 4-0 (Blakley, Renegar, Finney, Poindexter).

A motion to recess the meeting was made by Commissioner Poindexter and was seconded by Commissioner Finney at 8:49 pm. The meeting will reconvene, Tuesday, June 7, 2022 at 5:30 p.m.

Call to order recessed meeting was made by Chair Blakley at 5:30 p.m. (those present James Blakley, Benita Finney, Richard Poindexter, Terry Renegar). A motion was made to enter back into Closed Session pursuant to 143.318.11.a.6. by Commissioner Finney and was seconded by Commissioner Poindexter. All were in favor, and the motion passed 4-0 (Blakley, Renegar, Finney, Poindexter).

A motion was made to exit Closed Session at 6:30 p.m. by Commissioner Finney. Vice Chair Renegar seconded the motion. All were in favor, and the motion passed 4-0 (Blakley, Renegar, Finney, Poindexter).

15. Adjourn

Commissioner Poindexter made a motion to adjourn the meeting at 6:31 p.m. Commissioner Finney seconded the motion. All were in favor, and the motion passed 4-0 (Blakley, Renegar, Finney, Poindexter).

# DAVIE COUNTY, NORTH CAROLINA
# BOARD OF COUNTY COMMISSIONERS

**<u>Agenda Item Details:</u>**

**Date of Meeting:** July 11, 2022

**Department:** Board of Commissioners

**Resource Person:** Stacy A. Moyer

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**ISSUE/ACTION REQUESTED:**
Closed Session Minutes 6/6/2022

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**BACKGROUND/PURPOSE OF REQUEST:** Closed Session Minutes 6/6/2022

**FISCAL IMPACT: n/a**

**COUNTY MANAGERS; RECOMMENDATION:**
<County Manager Comments Here>

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**ATTACHMENTS:**

# DAVIE COUNTY, NORTH CAROLINA
# BOARD OF COUNTY COMMISSIONERS

**Agenda Item Details:**

**Date of Meeting:** July 11, 2022

**Department:** Board of Commissioners

**Resource Person:** Stacy A. Moyer

---

**ISSUE/ACTION REQUESTED:**
Special Called Meeting Minutes - 6/22/2022

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**BACKGROUND/PURPOSE OF REQUEST: Special Called Meeting Minutes - 6/22/2022**

**FISCAL IMPACT: n/a**

**COUNTY MANAGERS; RECOMMENDATION:**
<County Manager Comments Here>

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**ATTACHMENTS:**
Special Called Meeting_2022_06_22

Call to Order - Chair James Blakley called the meeting to order at 6:00PM

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

II. Invocation - The Invocation was offered by Commissioner Jones.

III. Pledge of Allegiance - The Pledge of Allegiance was offered by Chair Blakley.

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

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

VI. Vote on County Manager Contract

Commissioner Jones made a motion to approve the contract. Commissioner Finney seconded the motion. The motion passed 3-2 (Blakley, Finney, and Jones in favor. Renegar and Poindexter opposed.

VII. Vote on Budget Amendments/Transfers

Commissioner Jones made a motion to approve the budget amendments/transfers. Commissioner Finney seconded the motion. All were in favor, and the motion passed 5-0 (Blakley, Renegar, Finney, Jones, Poindexter).

All the commissioners thanked Barnett, and welcomed him to the County.

VIII. Adjourn

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

# DAVIE COUNTY, NORTH CAROLINA
# BOARD OF COUNTY COMMISSIONERS

**Agenda Item Details:**

**Date of Meeting:** July 11, 2022

**Department:** Tax Administration

**Resource Person:** Stacy A. Moyer

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**ISSUE/ACTION REQUESTED:**
Tax Reports

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**BACKGROUND/PURPOSE OF REQUEST: Tax Reports**

**FISCAL IMPACT:** <Insert Info Here>

**COUNTY MANAGERS; RECOMMENDATION:**
<County Manager Comments Here>

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**ATTACHMENTS:**
BOCC_TaxReport_20220711

COMMISSIONER APPROVAL OF RELEASES & REFUNDS

PROCESSED: May 15, 2022 Thru June 14, 2022

| REGULAR RELEASES | |
|---|---|
| MOTOR VEHICLE | $0.00 |
| REAL & PERSONAL | $862.36 |
| EMS | $9,524.89 |
| TOTALS | $10,387.25 |

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

COUNTY GRAND TOTAL $10,387.25

PROCESSED: June 2022

| NEW MOTOR VEHICLE SYSTEM REFUNDS (VTS) | |
|---|---|
| MOTOR VEHICLE NCVTS | $1,808.32 |

JAMES BLAKLEY
CHAIRMAN OF THE BOARD
DAVIE COUNTY BOARD OF COMMISSIONERS

***PARAMETERS SELECTED FOR RELEASES REPORT:***

TRANSACTION DATE/TIME RANGE: 05/15/2022 - 06/14/2022
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-5/15/2022-6/14/2022
DISTRICT/TYPE/FEE:
BATCH MONTH RANGE:
BATCH YEAR RANGE:
BATCH REAL TIME:
INCLUDE ONLY THOSE WITH RELEASE NUMBERS: No

RUN DATE: 6/15/2022 11:11 AM

REGULAR RELEASE REPORT-5/15/2022-6/14/2022
Davie County

| NAME | BILL NUMBER | | OPER | DATE/TIME | DISTRICT | VALUE | AMOUNT |
|---|---|---|---|---|---|---|---|
| 99 | 2021-33108 | DY: RP: | MBRASELLS | 6/6/2022 11:39:24 AM | | | |
| ARMSTRONG JENNIFER | | | | | | | |
| | | | | | C EMS GARN FEE | 0.00 | 60.00 |
| | | | | | C-EMS DELQ FEE | 0.00 | 412.53 |
| | | TERM DATE 12/20/21 | | | TOTAL RELEASES: | | 472.53 |
| 8317942 | 2021-33198 | DY: RP: | MBRASELLS | 6/13/2022 11:00:44 AM | | | |
| BERRY JOHN | | | | | | | |
| | | | | | C-EMS DELQ FEE | 0.00 | 100.00 |
| | | | | | C EMS GARN FEE | 0.00 | 60.00 |
| | | LAST DAY WAS 1/18/22 | | | TOTAL RELEASES: | | 160.00 |
| 8314448 | 2021-29401 | DY: PERSONAL PROPERTY | krafie | 6/2/2022 2:06:05 PM | | | |
| BRADEY TRAVIS MATTHEW | | | | | | | |
| | | | | | C ADVLTAX | 19,870.00 | 145.65 |
| | | | | | C PEN FEE | 19,870.00 | 14.57 |
| | | | | | FR02ADVLTAX | 19,870.00 | 7.95 |
| | | | | | FR02PEN FEE | 19,870.00 | 0.80 |
| | | MR. BRADEY'S NAME DOES NOT APPEAR ON THE LAKE MYERS PARK LIST FOR 2021. | | | TOTAL RELEASES: | | 168.97 |
| 8317703 | 2021-33149 | DY: RP: | MBRASELLS | 5/26/2022 1:19:54 PM | | | |
| COLLINS NICHOLAS | | | | | | | |
| | | | | | C-EMS DELQ FEE | 0.00 | 671.95 |
| | | | | | C EMS GARN FEE | 0.00 | 60.00 |
| | | IS NOT EMPLOYED | | | TOTAL RELEASES: | | 731.95 |
| 999999999999 | 2021-999999 | DY: RP: | AJOHNSON | 5/24/2022 12:25:38 PM | | | |
| DAVIE COUNTY FEE COLLECTION | | | | | | | |
| | | | | | CI02OCCPFEE | | 160.12 |
| | | wrong amount | | | TOTAL RELEASES: | | 160.12 |
| 999999999999 | 2021-999999 | DY: RP: | AJOHNSON | 5/24/2022 12:28:25 PM | | | |
| DAVIE COUNTY FEE COLLECTION | | | | | | | |
| | | | | | CI02OCCPFEE | | 58.54 |
| | | WRONG AMOUNT | | | TOTAL RELEASES: | | 58.54 |
| 8317710 | 2021-33157 | DY: RP: | MBRASELLS | 5/26/2022 11:06:48 AM | | | |
| JACKSON MICHAEL | | | | | | | |
| | | | | | C-EMS DELQ FEE | 0.00 | 500.00 |
| | | | | | C EMS GARN FEE | 0.00 | 60.00 |
| | | CEASED EMPLOYMENT ON 3/9/22 | | | TOTAL RELEASES: | | 560.00 |
| 8317514 | 2021-33124 | DY: RP: | Heather B | 5/16/2022 12:27:21 PM | | | |
| JOYCE PENNY | | | | | | | |
| | | | | | C EMS GARN FEE | 0.00 | 60.00 |
| | | | | | C-EMS DELQ FEE | 0.00 | 387.39 |
| | | TERMINATED-10/1/21 | | | TOTAL RELEASES: | | 447.39 |
| 8317715 | 2021-33163 | DY: RP: | Heather B | 5/16/2022 2:37:53 PM | | | |
| KEY ANGELA | | | | | | | |
| | | | | | C-EMS DELQ FEE | 0.00 | 457.42 |

RUN DATE: 6/15/2022 11:11 AM

REGULAR RELEASE REPORT-5/15/2022-6/14/2022
Davie County

| NAME | BILL NUMBER | | OPER | DATE/TIME | DISTRICT | VALUE | AMOUNT |
|---|---|---|---|---|---|---|---|
| | | | | | C EMS GARN FEE | 0.00 | 60.00 |
| | | | | | TOTAL RELEASES: | | 517.42 |
| 8317716 KING KEVIN | 2021-33164 | PASSED AWAY-3/15/2022 DY: RP: | MBRASELLS | 5/26/2022 11:05:49 AM | | | |
| | | | | | C-EMS DELQ FEE | 0.00 | 935.68 |
| | | | | | C EMS GARN FEE | 0.00 | 60.00 |
| | | | | | TOTAL RELEASES: | | 995.68 |
| 45696000 LINK JOHN RICHARD SR | 2021-15443 | CEASED EMPLOYMENT ON 9/4/21 DY: PERSONAL PROPERTY | krafie | 5/16/2022 2:40:23 PM | | | |
| | | | | | C ADVLTAX | 4,070.00 | 29.83 |
| | | | | | C PEN FEE | 4,070.00 | 2.98 |
| | | | | | FR10ADVLTAX | 4,070.00 | 1.63 |
| | | | | | FR10PEN FEE | 4,070.00 | 0.16 |
| | | | | | TOTAL RELEASES: | | 34.60 |
| 45696000 LINK JOHN RICHARD SR | 2020-5477 | PONTIAC FIREBIRD WAS TRANSFERRED TO JOHN LINK JR. IN 2015 DY: PERSONAL PROPERTY | krafie | 5/16/2022 2:40:00 PM | | | |
| | | | | | C ADVLTAX | 850.00 | 6.27 |
| | | | | | C PEN FEE | 850.00 | 0.63 |
| | | | | | FR10ADVLTAX | 850.00 | 0.34 |
| | | | | | FR10PEN FEE | 850.00 | 0.03 |
| | | | | | TOTAL RELEASES: | | 7.27 |
| 45696000 LINK JOHN RICHARD SR | 2018-6739 | PONTIAC FIREBIRD WAS TRANSFERRED TO JOHN LINK JR. IN 2015 DY: RP:L60000002102 | krafie | 5/16/2022 2:36:50 PM | | | |
| | | | | | C ADVLTAX | 24.00 | 0.18 |
| | | | | | FIREADVLTAX | 50.00 | 0.02 |
| | | | | | TOTAL RELEASES: | | 0.20 |
| 45696000 LINK JOHN RICHARD SR | 2018-6739 | PONTIAC FIREBIRD TRANSFERRED TO JOHN RICHARD LINK JR IN 2015 DY: RP:L60000002102 | krafie | 5/16/2022 2:38:02 PM | | | |
| | | | | | C ADVLTAX | 24.00 | -0.18 |
| | | | | | FIREADVLTAX | 50.00 | -0.02 |
| | | | | | TOTAL RELEASES: | | -0.20 |
| 45696000 LINK JOHN RICHARD SR | 2019-12603 | DY: PERSONAL PROPERTY | krafie | 5/16/2022 2:38:45 PM | | | |
| | | | | | C ADVLTAX | 850.00 | 6.27 |
| | | | | | C PEN FEE | 850.00 | 0.63 |
| | | | | | FR10ADVLTAX | 850.00 | 0.34 |
| | | | | | FR10PEN FEE | 850.00 | 0.03 |
| | | | | | TOTAL RELEASES: | | 7.27 |
| 82522871 MARTIN MARVIN C | 2020-22631 | PONTIAC FIREBIRD WAS TRANSFERRED TO JOHN LINK JR IN 2015 DY: PERSONAL PROPERTY | krafie | 5/18/2022 8:58:24 AM | | | |
| | | | | | C ADVLTAX | 7,252.00 | 53.52 |
| | | | | | C PEN FEE | 7,252.00 | 5.35 |
| | | | | | FR02ADVLTAX | 7,252.00 | 2.90 |

RUN

REGULAR RELEASE REPORT-5/15/2022-6/14/2022

Davie County

| NAME | BILL NUMBER | | OPER | DATE/TIME | DISTRICT | VALUE | AMOUNT |
|---|---|---|---|---|---|---|---|
| | | | | | FR02PEN FEE | 7,252.00 | 0.29 |
| | | | | | C GARNFEE | 7,252.00 | 60.00 |
| | | | | | TOTAL RELEASES: | | 122.06 |
| | | MOBILE HOME IS LISTED IN DAVIDSON COUNTY. PROOF PROVIDED AND CONFERRED WITH DAVIDSON COUNTY. | | | | | |
| 82522871 MARTIN MARVIN C | 2021-16218 | DY: PERSONAL PROPERTY | krafie | 5/18/2022 8:58:52 AM | | | |
| | | | | | C ADVLTAX | 7,252.00 | 53.16 |
| | | | | | C PEN FEE | 7,252.00 | 5.32 |
| | | | | | FR02ADVLTAX | 7,252.00 | 2.90 |
| | | | | | FR02PEN FEE | 7,252.00 | 0.29 |
| | | | | | TOTAL RELEASES: | | 61.67 |
| | | MOBILE HOME IS LISTED IN DAVIDSON COUNTY. PROOF PROVIDED AND CONFERRED WITH DAVIDSON COUNTY. | | | | | |
| 8317719 MATHIS HEATHER | 2021-33167 | DY: RP: | Heather B | 5/16/2022 10:37:19 AM | | | |
| | | | | | C-EMS DELQ FEE | 0.00 | 757.56 |
| | | | | | C EMS GARN FEE | 0.00 | 60.00 |
| | | TERMINATED 10/7/21 | | | TOTAL RELEASES: | | 817.56 |
| 8317720 MCCRARY BRANDIE | 2021-33168 | DY: RP: | MBRASELL S | 5/23/2022 1:05:09 PM | | | |
| | | | | | C-EMS DELQ FEE | 0.00 | 1,058.70 |
| | | | | | C EMS GARN FEE | 0.00 | 60.00 |
| | | LAST DAY OF EMPLOYMENT WAS 4/26/22 | | | TOTAL RELEASES: | | 1,118.70 |
| 82522511 PARKER MISSY | 2021-19252 | DY: PERSONAL PROPERTY | lpotts | 6/7/2022 11:09:27 AM | | | |
| | | | | | C ADVLTAX | 8,510.00 | 62.38 |
| | | | | | C PEN FEE | 8,510.00 | 6.24 |
| | | | | | FR02ADVLTAX | 8,510.00 | 3.40 |
| | | | | | FR02PEN FEE | 8,510.00 | 0.34 |
| | | | | | TOTAL RELEASES: | | 72.36 |
| | | CAMPER WAS REMOVED FROM LAKE MYERS IN 2020. IN MECKLENBURG COUNTY ON JANUARY 1, 2021 I AM SENDING MECKLENBURG COUNTY THE INFORMATION TO BILL HER FOR 2021. | | | | | |
| 8317725 PULLIAM HUBERT | 2021-33174 | DY: RP: | MBRASELL S | 5/18/2022 9:04:33 AM | | | |
| | | | | | C-EMS DELQ FEE | 0.00 | 837.55 |
| | | | | | C EMS GARN FEE | 0.00 | 60.00 |
| | | FORMER EMPLOYEE | | | TOTAL RELEASES: | | 897.55 |
| 82518689 QUEEN WENDY ZIMMERMAN | 2018-21988 | DY: PERSONAL PROPERTY | MBRASELL S | 5/24/2022 9:10:13 AM | | | |
| | | | | | C GARNFEE | 0.00 | 60.00 |
| | | SOLD CAMPER TO SEBRINA HANELINE IN 2013 | | | TOTAL RELEASES: | | 60.00 |
| 82518689 QUEEN WENDY ZIMMERMAN | 2021-20552 | DY: PERSONAL PROPERTY | lpotts | 5/24/2022 8:52:09 AM | | | |
| | | | | | C ADVLTAX | 3,130.00 | 22.94 |

Davie County

| NAME | BILL NUMBER | | OPER | DATE/TIME | DISTRICT | VALUE | AMOUNT |
|---|---|---|---|---|---|---|---|
| | | | | | C PEN FEE | 3,130.00 | 2.29 |
| | | | | | FR01ADVLTAX | 3,130.00 | 1.25 |
| | | | | | FR01PEN FEE | 3,130.00 | 0.13 |
| | | | | | FIREADVRURALTAX | 3,130.00 | 0.76 |
| | | | | | FIREADVRURALPENFEE | 3,130.00 | 0.08 |
| | | SOLD CAMPER TO SEBRINA HANELINE IN 2013. | | | TOTAL RELEASES: | | 27.45 |
| 82518689 QUEEN WENDY ZIMMERMAN | 2018-21988 | DY: PERSONAL PROPERTY | lpotts | 5/24/2022 8:48:53 AM | | | |
| | | | | | C ADVLTAX | 3,130.00 | 23.10 |
| | | | | | C PEN FEE | 3,130.00 | 2.31 |
| | | | | | FIREADVLTAX | 3,130.00 | 1.25 |
| | | | | | FIREPEN FEE | 3,130.00 | 0.13 |
| | | SOLD CAMPER TO SEBRINA HANELINE IN 2013. | | | TOTAL RELEASES: | | 26.79 |
| 82518689 QUEEN WENDY ZIMMERMAN | 2019-24456 | DY: PERSONAL PROPERTY | lpotts | 5/24/2022 8:50:11 AM | | | |
| | | | | | C ADVLTAX | 3,130.00 | 23.10 |
| | | | | | C PEN FEE | 3,130.00 | 2.31 |
| | | | | | FR01ADVLTAX | 3,130.00 | 1.25 |
| | | | | | FR01PEN FEE | 3,130.00 | 0.13 |
| | | | | | FIREADVRURALTAX | 3,130.00 | 0.76 |
| | | | | | FIREADVRURALPENFEE | 3,130.00 | 0.08 |
| | | SOLD CAMPER TO SEBRINA HANELINE IN 2013. | | | TOTAL RELEASES: | | 27.63 |
| 82518689 QUEEN WENDY ZIMMERMAN | 2020-22377 | DY: PERSONAL PROPERTY | lpotts | 5/24/2022 8:51:16 AM | | | |
| | | | | | C ADVLTAX | 3,130.00 | 23.10 |
| | | | | | C PEN FEE | 3,130.00 | 2.31 |
| | | | | | FR01ADVLTAX | 3,130.00 | 1.25 |
| | | | | | FR01PEN FEE | 3,130.00 | 0.13 |
| | | | | | FIREADVRURALTAX | 3,130.00 | 0.76 |
| | | | | | FIREADVRURALPENFEE | 3,130.00 | 0.08 |
| | | SOLD CAMPER TO SEBRINA HANELINE IN 2013. | | | TOTAL RELEASES: | | 27.63 |
| 8317525 RAMSEY TESSA | 2021-33135 | DY: RP: | MBRASELLS | 5/20/2022 9:35:21 AM | | | |
| | | | | | C EMS GARN FEE | 0.00 | 60.00 |
| | | | | | C-EMS DELQ FEE | 0.00 | 679.15 |
| | | CEASED EMPLOYMENT ON 1/12/22 | | | TOTAL RELEASES: | | 739.15 |
| 8317729 ROBINSON RASHAUN | 2021-33179 | DY: RP: | Heather B | 5/16/2022 1:58:41 PM | | | |
| | | | | | C-EMS DELQ FEE | 0.00 | 160.25 |

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REGULAR RELEASE REPORT-5/15/2022-6/14/2022

Davie County

| NAME | BILL NUMBER | | OPER | DATE/TIME | DISTRICT | VALUE | AMOUNT |
|---|---|---|---|---|---|---|---|
| | | | | | C EMS GARN FEE | 0.00 | 60.00 |
| | | TERMINATED 3/7/22 | | | TOTAL RELEASES: | | 220.25 |
| 8317530 | 2021-33140 | DY: RP: | Heather B | 5/16/2022 12:40:56 PM | | | |
| SHELBY KRISTINA | | | | | | | |
| | | | | | C EMS GARN FEE | 0.00 | 60.00 |
| | | | | | C-EMS DELQ FEE | 0.00 | 674.35 |
| | | TERMINATED 1/29/22 | | | TOTAL RELEASES: | | 734.35 |
| 8317734 | 2021-33185 | DY: RP: | Heather B | 5/16/2022 12:23:23 PM | | | |
| SWAIM AUSTIN | | | | | | | |
| | | | | | C-EMS DELQ FEE | 0.00 | 100.00 |
| | | | | | C EMS GARN FEE | 0.00 | 60.00 |
| | | TERMINATED | | | TOTAL RELEASES: | | 160.00 |
| 8317737 | 2021-33188 | DY: RP: | MBRASELL S | 5/18/2022 9:02:55 AM | | | |
| TUCKER ADRIAN | | | | | | | |
| | | | | | C-EMS DELQ FEE | 0.00 | 100.00 |
| | | | | | C EMS GARN FEE | 0.00 | 60.00 |
| | | FORMER EMPLOYEE | | | TOTAL RELEASES: | | 160.00 |
| 8317743 | 2021-33194 | DY: RP: | MBRASELL S | 6/3/2022 11:22:59 AM | | | |
| WRIGHT STEVEN | | | | | | | |
| | | | | | C-EMS DELQ FEE | 0.00 | 732.36 |
| | | | | | C EMS GARN FEE | 0.00 | 60.00 |
| | | NO LONGER EMPLOYED | | | TOTAL RELEASES: | | 792.36 |
| NET RELEASES PRINTED: | 10,387.25 | | | | | | |
| TOTAL TAXES RELEASED | | | | | | | 10,387.25 |

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REGULAR RELEASE REPORT-5/15/2022-6/14/2022

Davie County

DVLTAX - 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 |
|---|---|---|---|---|---|---|---|---|---|---|
| 2018 | 2018 | 0 | 3,130 | 3,130 | 0.00 | 23.10 | 0 | 0.00 | 3,130 | 23.10 |
| 2019 | 2019 | 0 | 3,980 | 3,980 | 0.00 | 29.37 | 0 | 0.00 | 3,980 | 29.37 |
| 2020 | 2020 | 0 | 11,232 | 11,232 | 0.00 | 82.89 | 0 | 0.00 | 11,232 | 82.89 |
| 2021 | 2021 | 0 | 42,832 | 42,832 | 0.00 | 313.96 | 0 | 0.00 | 42,832 | 313.96 |
| DIST TOTAL | | 0 | 61,174 | 61,174 | 0.00 | 449.32 | 0 | 0.00 | 61,174 | 449.32 |

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 |
|---|---|---|---|---|---|---|---|---|---|---|
| 2018 | 2018 | 0 | 0 | 0 | 0.00 | 60.00 | 0 | 0.00 | 0 | 60.00 |
| 2020 | 2020 | 0 | 7,252 | 7,252 | 0.00 | 60.00 | 0 | 0.00 | 7,252 | 60.00 |
| DIST TOTAL | | 0 | 7,252 | 7,252 | 0.00 | 120.00 | 0 | 0.00 | 7,252 | 120.00 |

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 |
|---|---|---|---|---|---|---|---|---|---|---|
| 2018 | 2018 | 0 | 3,130 | 3,130 | 0.00 | 2.31 | 0 | 0.00 | 3,130 | 2.31 |
| 2019 | 2019 | 0 | 3,980 | 3,980 | 0.00 | 2.94 | 0 | 0.00 | 3,980 | 2.94 |
| 2020 | 2020 | 0 | 11,232 | 11,232 | 0.00 | 8.29 | 0 | 0.00 | 11,232 | 8.29 |
| 2021 | 2021 | 0 | 42,832 | 42,832 | 0.00 | 31.40 | 0 | 0.00 | 42,832 | 31.40 |
| DIST TOTAL | | 0 | 61,174 | 61,174 | 0.00 | 44.94 | 0 | 0.00 | 61,174 | 44.94 |

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 |
|---|---|---|---|---|---|---|---|---|---|---|
| 2021 | 2021 | 0 | 0 | 0 | 0.00 | 960.00 | 0 | 0.00 | 0 | 960.00 |
| DIST TOTAL | | 0 | 0 | 0 | 0.00 | 960.00 | 0 | 0.00 | 0 | 960.00 |

C-EMS DELQ FEE - C-EMS DELQ FEE

| TAX YEAR | RATE YEAR | REAL VALUE RELEASED | PERS VALUE RELEASED | TOTAL VALUE RELEASED | REAL TAX RELEASED | PERS TAX RELEASED | MV VALUE RELEASED | MV TAXES RELEASED | TOTAL VALUE RELEASED | TOTAL TAXES RELEASED |
|---|---|---|---|---|---|---|---|---|---|---|
| 2021 | 2021 | 0 | 0 | 0 | 0.00 | 8,564.89 | 0 | 0.00 | 0 | 8,564.89 |
| DIST TOTAL | | 0 | 0 | 0 | 0.00 | 8,564.89 | 0 | 0.00 | 0 | 8,564.89 |

CI02OCCPFEE - MOCKS OCCPFEE

| TAX YEAR | RATE YEAR | REAL VALUE RELEASED | PERS VALUE RELEASED | TOTAL VALUE RELEASED | REAL TAX RELEASED | PERS TAX RELEASED | MV VALUE RELEASED | MV TAXES RELEASED | TOTAL VALUE RELEASED | TOTAL TAXES RELEASED |
|---|---|---|---|---|---|---|---|---|---|---|
| 2021 | 2021 | | | 0 | 218.66 | 218.66 | 0 | 0.00 | 0 | 437.32 |
| DIST TOTAL | | | | 0 | 218.66 | 218.66 | 0 | 0.00 | 0 | 437.32 |

FIREADVLTAX - FIRE TAX

| TAX YEAR | RATE YEAR | REAL VALUE RELEASED | PERS VALUE RELEASED | TOTAL VALUE RELEASED | REAL TAX RELEASED | PERS TAX RELEASED | MV VALUE RELEASED | MV TAXES RELEASED | TOTAL VALUE RELEASED | TOTAL TAXES RELEASED |
|---|---|---|---|---|---|---|---|---|---|---|
| 2018 | 2018 | 0 | 3,130 | 3,130 | 0.00 | 1.25 | 0 | 0.00 | 3,130 | 1.25 |
| DIST TOTAL | | 0 | 3,130 | 3,130 | 0.00 | 1.25 | 0 | 0.00 | 3,130 | 1.25 |

FIREADVRURALPENFEE - FIRE ADV RUR PEN FEE

| TAX YEAR | RATE YEAR | REAL VALUE RELEASED | PERS VALUE RELEASED | TOTAL VALUE RELEASED | REAL TAX RELEASED | PERS TAX RELEASED | MV VALUE RELEASED | MV TAXES RELEASED | TOTAL VALUE RELEASED | TOTAL TAXES RELEASED |
|---|---|---|---|---|---|---|---|---|---|---|
| 2019 | 2019 | 0 | 3,130 | 3,130 | 0.00 | 0.08 | 0 | 0.00 | 3,130 | 0.08 |
| 2020 | 2020 | 0 | 3,130 | 3,130 | 0.00 | 0.08 | 0 | 0.00 | 3,130 | 0.08 |
| 2021 | 2021 | 0 | 3,130 | 3,130 | 0.00 | 0.08 | 0 | 0.00 | 3,130 | 0.08 |
| DIST TOTAL | | 0 | 9,390 | 9,390 | 0.00 | 0.24 | 0 | 0.00 | 9,390 | 0.24 |

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Davie County

ADVRURALTAX - FIRE ADV RURAL TAX

| TAX YEAR | RATE YEAR | REAL VALUE RELEASED | PERS VALUE RELEASED | TOTAL VALUE RELEASED | REAL TAX RELEASED | PERS TAX RELEASED | MV VALUE RELEASED | MV TAXES RELEASED | TOTAL VALUE RELEASED | TOTAL TAXES RELEASED |
|---|---|---|---|---|---|---|---|---|---|---|
| 2019 | 2019 | 0 | 3,130 | 3,130 | 0.00 | 0.76 | 0 | 0.00 | 3,130 | 0.76 |
| 2020 | 2020 | 0 | 3,130 | 3,130 | 0.00 | 0.76 | 0 | 0.00 | 3,130 | 0.76 |
| 2021 | 2021 | 0 | 3,130 | 3,130 | 0.00 | 0.76 | 0 | 0.00 | 3,130 | 0.76 |
| DIST TOTAL | | 0 | 9,390 | 9,390 | 0.00 | 2.28 | 0 | 0.00 | 9,390 | 2.28 |

FIREPEN FEE - FIREPEN FEE

| TAX YEAR | RATE YEAR | REAL VALUE RELEASED | PERS VALUE RELEASED | TOTAL VALUE RELEASED | REAL TAX RELEASED | PERS TAX RELEASED | MV VALUE RELEASED | MV TAXES RELEASED | TOTAL VALUE RELEASED | TOTAL TAXES RELEASED |
|---|---|---|---|---|---|---|---|---|---|---|
| 2018 | 2018 | 0 | 3,130 | 3,130 | 0.00 | 0.13 | 0 | 0.00 | 3,130 | 0.13 |
| DIST TOTAL | | 0 | 3,130 | 3,130 | 0.00 | 0.13 | 0 | 0.00 | 3,130 | 0.13 |

FR01ADVLTAX - FIREADVL1

| TAX YEAR | RATE YEAR | REAL VALUE RELEASED | PERS VALUE RELEASED | TOTAL VALUE RELEASED | REAL TAX RELEASED | PERS TAX RELEASED | MV VALUE RELEASED | MV TAXES RELEASED | TOTAL VALUE RELEASED | TOTAL TAXES RELEASED |
|---|---|---|---|---|---|---|---|---|---|---|
| 2019 | 2019 | 0 | 3,130 | 3,130 | 0.00 | 1.25 | 0 | 0.00 | 3,130 | 1.25 |
| 2020 | 2020 | 0 | 3,130 | 3,130 | 0.00 | 1.25 | 0 | 0.00 | 3,130 | 1.25 |
| 2021 | 2021 | 0 | 3,130 | 3,130 | 0.00 | 1.25 | 0 | 0.00 | 3,130 | 1.25 |
| DIST TOTAL | | 0 | 9,390 | 9,390 | 0.00 | 3.75 | 0 | 0.00 | 9,390 | 3.75 |

FR01PEN FEE - FIREPEN FEE1

| TAX YEAR | RATE YEAR | REAL VALUE RELEASED | PERS VALUE RELEASED | TOTAL VALUE RELEASED | REAL TAX RELEASED | PERS TAX RELEASED | MV VALUE RELEASED | MV TAXES RELEASED | TOTAL VALUE RELEASED | TOTAL TAXES RELEASED |
|---|---|---|---|---|---|---|---|---|---|---|
| 2019 | 2019 | 0 | 3,130 | 3,130 | 0.00 | 0.13 | 0 | 0.00 | 3,130 | 0.13 |
| 2020 | 2020 | 0 | 3,130 | 3,130 | 0.00 | 0.13 | 0 | 0.00 | 3,130 | 0.13 |
| 2021 | 2021 | 0 | 3,130 | 3,130 | 0.00 | 0.13 | 0 | 0.00 | 3,130 | 0.13 |
| DIST TOTAL | | 0 | 9,390 | 9,390 | 0.00 | 0.39 | 0 | 0.00 | 9,390 | 0.39 |

FR02ADVLTAX - FIREADVL2

| TAX YEAR | RATE YEAR | REAL VALUE RELEASED | PERS VALUE RELEASED | TOTAL VALUE RELEASED | REAL TAX RELEASED | PERS TAX RELEASED | MV VALUE RELEASED | MV TAXES RELEASED | TOTAL VALUE RELEASED | TOTAL TAXES RELEASED |
|---|---|---|---|---|---|---|---|---|---|---|
| 2020 | 2020 | 0 | 7,252 | 7,252 | 0.00 | 2.90 | 0 | 0.00 | 7,252 | 2.90 |
| 2021 | 2021 | 0 | 35,632 | 35,632 | 0.00 | 14.25 | 0 | 0.00 | 35,632 | 14.25 |
| DIST TOTAL | | 0 | 42,884 | 42,884 | 0.00 | 17.15 | 0 | 0.00 | 42,884 | 17.15 |

FR02PEN FEE - FIREPEN FEE2

| TAX YEAR | RATE YEAR | REAL VALUE RELEASED | PERS VALUE RELEASED | TOTAL VALUE RELEASED | REAL TAX RELEASED | PERS TAX RELEASED | MV VALUE RELEASED | MV TAXES RELEASED | TOTAL VALUE RELEASED | TOTAL TAXES RELEASED |
|---|---|---|---|---|---|---|---|---|---|---|
| 2020 | 2020 | 0 | 7,252 | 7,252 | 0.00 | 0.29 | 0 | 0.00 | 7,252 | 0.29 |
| 2021 | 2021 | 0 | 35,632 | 35,632 | 0.00 | 1.43 | 0 | 0.00 | 35,632 | 1.43 |
| DIST TOTAL | | 0 | 42,884 | 42,884 | 0.00 | 1.72 | 0 | 0.00 | 42,884 | 1.72 |

FR10ADVLTAX - FIREADVL10

| TAX YEAR | RATE YEAR | REAL VALUE RELEASED | PERS VALUE RELEASED | TOTAL VALUE RELEASED | REAL TAX RELEASED | PERS TAX RELEASED | MV VALUE RELEASED | MV TAXES RELEASED | TOTAL VALUE RELEASED | TOTAL TAXES RELEASED |
|---|---|---|---|---|---|---|---|---|---|---|
| 2019 | 2019 | 0 | 850 | 850 | 0.00 | 0.34 | 0 | 0.00 | 850 | 0.34 |
| 2020 | 2020 | 0 | 850 | 850 | 0.00 | 0.34 | 0 | 0.00 | 850 | 0.34 |
| 2021 | 2021 | 0 | 4,070 | 4,070 | 0.00 | 1.63 | 0 | 0.00 | 4,070 | 1.63 |
| DIST TOTAL | | 0 | 5,770 | 5,770 | 0.00 | 2.31 | 0 | 0.00 | 5,770 | 2.31 |

FR10PEN FEE - FIREPEN FEE10

| TAX YEAR | RATE YEAR | REAL VALUE RELEASED | PERS VALUE RELEASED | TOTAL VALUE RELEASED | REAL TAX RELEASED | PERS TAX RELEASED | MV VALUE RELEASED | MV TAXES RELEASED | TOTAL VALUE RELEASED | TOTAL TAXES RELEASED |
|---|---|---|---|---|---|---|---|---|---|---|
| 2019 | 2019 | 0 | 850 | 850 | 0.00 | 0.03 | 0 | 0.00 | 850 | 0.03 |
| 2020 | 2020 | 0 | 850 | 850 | 0.00 | 0.03 | 0 | 0.00 | 850 | 0.03 |

RUN

REGULAR RELEASE REPORT-5/15/2022-6/14/2022

Davie County

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 2021 | 0 | 4,070 | 4,070 | 0.00 | 0.16 | 0 | 0.00 | 4,070 | 0.16 |
| **DIST TOTAL** | 0 | 5,770 | 5,770 | 0.00 | 0.22 | 0 | 0.00 | 5,770 | 0.22 |
| **GRAND TOTALS:** | 0 | 270,728 | #Error | 218.66 | 10,387.25 | 0 | 0.00 | 270,728 | 10,605.91 |

***PARAMETERS SELECTED FOR RELEASES REPORT:***

TRANSACTION DATE/TIME RANGE: 05/15/2022 - 06/14/2022

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-
5/15/2022-6/14/2022

DISTRICT/TYPE/FEE:

BATCH MONTH RANGE:

BATCH YEAR RANGE:

BATCH REAL TIME:

INCLUDE ONLY THOSE WITH RELEASE NUMBERS: No

Davie County

RUN DATE: 6/15/2022 11:11 AM

VEHICLE RELEASE REPORT-5/15/2022-6/14/2022

Davie County

| NAME | BILL NUMBER | OPER | DATE/TIME | DISTRICT | VALUE | AMOUNT |
|---|---|---|---|---|---|---|

RELEASES PRINTED:

TOTAL TAXES RELEASED

RUN DATE: 6/15/2022 11:11 AM

VEHICLE RELEASE REPORT-5/15/2022-6/14/2022
Davie County

ND TOTALS:

**RUN DATE: 6/15/2022 11:04 AM**

**DAVIE COUNTY REFUND REPORT**
**REGULAR REFUND REPORT-5/15/2022-6/14/2022**

***PARAMETERS SELECTED FOR ACTIVITY REFUND REPORT:***

TRANSACTION DATE RANGE: 05/15/2022 12:00:00 AM - 06/14/2022 12:00:00 AM
PAYMENT DATE RANGE:
USER/OPERATOR: ,R2
TAX DISTRICT(S):
BILL YEAR RANGE:
BILL# RANGE:

BILL TYPE: Regular

SORT BY: Name

RELEASE NUMBER ONLY:No

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

RUN DATE: 6/15/2022 11:04 AM

**DAVIE COUNTY REFUND REPORT**
**REGULAR REFUND REPORT-5/15/2022-6/14/2022**

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

RUN DATE: 6/15/2022 11:04 AM

DAVIE COUNTY REFUND REPORT
REGULAR REFUND REPORT-5/15/2022-6/14/2022

VOIDED REFUND AMOUNTS OF REFUNDS NOT IN 5/15/2022 - 6/14/2022

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

**RUN DATE: 6/15/2022 11:07 AM**

**DAVIE COUNTY REFUND REPORT**
**VEHICLE REFUND REPORT-5/15/2022-6/14/2022**

***PARAMETERS SELECTED FOR ACTIVITY REFUND REPORT:***
TRANSACTION DATE RANGE: 05/15/2022 12:00:00 AM - 06/14/2022 12:00:00 AM
PAYMENT DATE RANGE:
USER/OPERATOR: ,R2
TAX DISTRICT(S):
BILL YEAR RANGE:
BILL# RANGE:

BILL TYPE: Motor Vehicle

SORT BY: Name

RELEASE NUMBER ONLY:No

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

RUN DATE: 6/15/2022 11:07 AM

**DAVIE COUNTY REFUND REPORT**
**VEHICLE REFUND REPORT-5/15/2022-6/14/2022**

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

RUN DATE: 6/15/2022 11:07 AM

DAVIE COUNTY REFUND REPORT
VEHICLE REFUND REPORT-5/15/2022-6/14/2022

VOIDED REFUND AMOUNTS OF REFUNDS NOT IN 5/15/2022 - 6/14/2022

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

May-2022

OUTSTANDING

| YEAR | COUNTY | DOG | PENALTY | FIRE | PENALTY | TOTAL |
|---|---|---|---|---|---|---|
| 1997 | 3,148.39 | $6.00 | $163.25 | $228.56 | $12.12 | $3,558.32 |
| 1998 | 3,359.52 | $0.00 | $192.31 | $242.93 | $14.03 | $3,808.79 |
| 1999 | 3,970.87 | $2.00 | $225.72 | $269.26 | $15.29 | $4,483.14 |
| 2000 | 4,917.80 | $5.00 | $274.34 | $333.40 | $18.57 | $5,549.11 |
| 2001 | 5,388.68 | $3.00 | $324.20 | $391.90 | $23.62 | $6,131.40 |
| 2002 | 5,501.98 | $0.00 | $338.01 | $400.15 | $24.57 | $6,264.71 |
| 2003 | 2,972.44 | $2.00 | $154.82 | $216.16 | $11.23 | $3,356.65 |
| 2004 | 3,184.05 | $2.00 | $221.43 | $223.44 | $15.54 | $3,646.46 |
| 2005 | 4,134.12 | $1.00 | $227.52 | $290.11 | $15.96 | $4,668.71 |
| 2006 | 8,429.23 | $1.00 | $345.18 | $544.30 | $22.36 | $9,342.07 |
| 2007 | 9,215.37 | $3.00 | $449.66 | $594.53 | $29.00 | $10,291.56 |
| 2008 | 13,993.82 | $5.00 | $566.53 | $902.84 | $36.56 | $15,504.75 |
| 2009 | 18,894.71 | $6.00 | $633.87 | $1,302.96 | $43.68 | $20,881.22 |
| 2010 | 17,139.55 | $8.00 | $693.28 | $1,182.06 | $47.89 | $19,070.78 |
| 2011 | 15,103.09 | $6.00 | $1,248.68 | $1,041.65 | $86.17 | $17,485.59 |
| 2012 | 11,539.03 | $7.00 | $694.20 | $795.88 | $47.88 | $13,083.99 |
| 2013 | 12,790.73 | $14.00 | $493.07 | $819.75 | $31.29 | $14,148.84 |
| 2014 | 20,486.31 | $13.00 | $710.87 | $1,325.73 | $46.13 | $22,582.04 |
| 2015 | 31,117.55 | $16.00 | $1,159.16 | $1,718.53 | $66.28 | $34,077.52 |
| 2016 | 38,256.26 | $26.00 | $1,568.56 | $2,104.87 | $87.14 | $42,042.83 |
| 2017 | 51,926.28 | $19.00 | $874.81 | $2,853.39 | $48.07 | $55,721.55 |
| 2018 | 82,043.32 | $21.36 | $1,382.96 | $4,454.43 | $75.17 | $87,977.24 |
| 2019 | 132,420.11 | $34.00 | $1,852.09 | $7,293.59 | $100.48 | $141,700.27 |
| 2020 | 200,093.55 | $43.00 | $2,618.52 | $10,845.74 | $142.06 | $213,742.87 |
| 2021 | 428,866.20 | $0.00 | $4,949.18 | $23,398.08 | $269.87 | $457,483.33 |
| 2022 | 42,078.59 | $0.00 | $1,852.90 | $2,295.04 | $100.98 | $46,327.51 |
| | **$1,170,971.55** | **$243.36** | **$24,215.12** | **$66,069.28** | **$1,431.94** | **$1,262,931.25** |

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 | $89.96 | $6.20 | $0.00 | $0.00 | $96.16 |
| 2011 | $117.16 | $8.08 | $0.00 | $0.00 | $125.24 |
| 2012 | $89.96 | $6.20 | $0.00 | $0.00 | $96.16 |
| 2013 | $24.37 | $1.44 | $0.00 | $0.00 | $25.81 |
| 2014 | $174.91 | $11.30 | $0.00 | $0.00 | $186.21 |
| 2015 | $222.50 | $12.23 | $0.44 | $0.03 | $235.20 |
| 2016 | $803.41 | $44.15 | $0.00 | $0.00 | $847.56 |
| 2017 | $1,067.04 | $58.66 | $0.00 | $0.00 | $1,125.70 |
| 2018 | $3,762.65 | $203.95 | $25.41 | $1.38 | $3,993.39 |
| 2019 | $5,492.56 | $297.68 | $32.31 | $1.75 | $5,824.30 |
| 2020 | $16,231.88 | $879.41 | $91.67 | $4.97 | $17,207.93 |
| 2021 | $96,739.89 | $5,278.18 | $172.80 | $9.45 | $102,200.32 |
| 2022 | $3,851.86 | $209.89 | $9.78 | $0.55 | $4,072.08 |
| | **$128,668.15** | **$7,017.37** | **$332.41** | **$18.13** | **$136,036.06** |

DAVIE COUNTY
NORTH CAROLINA

Davie County Government
Tax Administration Office 336.753.6120

Jamon Gaddy
Tax Administrator

TO THE BOARD OF COUNTY COMMISSIONERS

COUNTY & FIRE PERCENTAGE REPORT -REGULAR

**May 2022**

| YEAR | LEVY | OUTSTANDING | PREV CTD | CTD** | BAL COLUMN | CTM* | Current | Last Year |
|---|---|---|---|---|---|---|---|---|
| 1997 | 9,182,177.76 | 3,558.32 | 9,178,619.44 | 9,178,619.44 | 9,182,177.76 | 0.00 | 99.96% | 99.96% |
| 1998 | 9,676,549.82 | 3,808.79 | 9,672,741.03 | 9,672,741.03 | 9,676,549.82 | 0.00 | 99.96% | 99.96% |
| 1999 | 10,714,024.31 | 4,483.14 | 10,709,541.17 | 10,709,541.17 | 10,714,024.31 | 0.00 | 99.96% | 99.96% |
| 2000 | 11,394,578.09 | 5,549.11 | 11,389,028.98 | 11,389,028.98 | 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 | 6,264.71 | 15,302,076.18 | 15,302,076.18 | 15,308,340.89 | 0.00 | 99.96% | 99.96% |
| 2003 | 15,711,196.51 | 3,356.65 | 15,707,839.86 | 15,707,839.86 | 15,711,196.51 | 0.00 | 99.98% | 99.98% |
| 2004 | 16,575,522.54 | 3,646.46 | 16,571,876.08 | 16,571,876.08 | 16,575,522.54 | 0.00 | 99.98% | 99.98% |
| 2005 | 19,243,723.51 | 4,668.71 | 19,239,054.80 | 19,239,054.80 | 19,243,723.51 | 0.00 | 99.98% | 99.97% |
| 2006 | 22,110,487.70 | 9,342.07 | 22,101,145.63 | 22,101,145.63 | 22,110,487.70 | 0.00 | 99.96% | 99.96% |
| 2007 | 22,860,769.03 | 10,291.56 | 22,850,477.47 | 22,850,477.47 | 22,860,769.03 | 0.00 | 99.95% | 99.95% |
| 2008 | 23,674,851.42 | 15,504.75 | 23,659,346.67 | 23,659,346.67 | 23,674,851.42 | 0.00 | 99.93% | 99.93% |
| 2009 | 24,499,410.22 | 20,881.22 | 24,478,529.00 | 24,478,529.00 | 24,499,410.22 | 0.00 | 99.91% | 99.91% |
| 2010 | 24,492,482.11 | 19,070.78 | 24,473,315.17 | 24,473,411.33 | 24,492,482.11 | 96.16 | 99.92% | 99.92% |
| 2011 | 24,608,113.19 | 17,485.59 | 24,590,502.36 | 24,590,627.60 | 24,608,113.19 | 125.24 | 99.93% | 99.93% |
| 2012 | 24,662,870.11 | 13,083.99 | 24,649,689.96 | 24,649,786.12 | 24,662,870.11 | 96.16 | 99.95% | 99.94% |
| 2013 | 25,000,753.62 | 14,148.84 | 24,986,578.97 | 24,986,604.78 | 25,000,753.62 | 25.81 | 99.94% | 99.92% |
| 2014 | 25,068,851.69 | 22,582.04 | 25,046,083.44 | 25,046,269.65 | 25,068,851.69 | 186.21 | 99.91% | 99.89% |
| 2015 | 30,401,936.81 | 34,077.52 | 30,367,624.09 | 30,367,859.29 | 30,401,936.81 | 235.20 | 99.89% | 99.86% |
| 2016 | 31,761,538.87 | 42,042.83 | 31,718,648.48 | 31,719,496.04 | 31,761,538.87 | 847.56 | 99.87% | 99.83% |
| 2017 | 32,241,025.56 | 55,721.55 | 32,184,178.31 | 32,185,304.01 | 32,241,025.56 | 1,125.70 | 99.83% | 99.77% |
| 2018 | 32,769,649.45 | 87,977.24 | 32,677,678.82 | 32,681,672.21 | 32,769,649.45 | 3,993.39 | 99.73% | 99.59% |
| 2019 | 34,542,782.18 | 141,700.27 | 34,395,257.61 | 34,401,081.91 | 34,542,782.18 | 5,824.30 | 99.59% | 99.33% |
| 2020 | 34,180,368.82 | 213,742.87 | 33,949,418.02 | 33,966,625.95 | 34,180,368.82 | 17,207.93 | 99.37% | 98.21% |
| 2021 | 37,351,939.67 | 457,483.33 | 36,792,256.02 | 36,894,456.34 | 37,351,939.67 | 102,200.32 | 98.78% | 54.71% |
| 2022 | 72,255.83 | 46,327.51 | $21,856.24 | 25,928.32 | 72,255.83 | 4,072.08 | 35.88% | |

BEGINNING JULY 1, 2021

| | PREV CTD | CTM* | CTD** |
|---|---|---|---|
| MOCKSVILLE | 3,601,978.24 | 5,911.69 | 3,607,889.93 |
| COOLEEMEE | 416,783.17 | 2,284.49 | 419,067.66 |
| COOL SOLID WASTE | 189,061.74 | 1,098.61 | 190,160.35 |
| BERMUDA RUN | 1,789,436.68 | 1,741.56 | 1,789,436.68 |
| BERMUDA RUN GATE | 994,746.19 | 2,772.00 | 994,746.19 |
| COUNTY OCCUPANCY TAX | 384,978.61 | 15,845.91 | 400,824.52 |

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

I, Jamon Gaddy, do hereby certify that the foregoing is a true and correct statement

Prepard by Heather Link

6/14/2022

OUTSTANDING

May-22

| 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 | $13,531.56 | $0.00 | $0.00 | $961.57 | $0.00 | $14,493.13 |
| 2005 | $14,573.63 | $0.00 | $0.00 | $1,022.73 | $0.00 | $15,596.36 |
| 2006 | $19,309.33 | $0.00 | $0.00 | $1,276.98 | $0.00 | $20,586.31 |
| 2007 | $21,148.61 | $0.00 | $0.00 | $1,364.49 | $0.00 | $22,513.10 |
| 2008 | $15,748.26 | $0.00 | $0.00 | $1,015.95 | $0.00 | $16,764.21 |
| 2009 | $13,823.18 | $0.00 | $0.00 | $930.83 | $0.00 | $14,754.01 |
| 2010 | $16,274.23 | $0.00 | $0.00 | $1,122.35 | $0.00 | $17,396.58 |
| 2011 | $18,484.05 | $0.00 | $0.00 | $1,275.17 | $0.00 | $19,759.22 |
| 2012 | $23,639.64 | $0.00 | $0.00 | $1,630.33 | $0.00 | $25,269.97 |
| 2013 | $13,240.26 | $0.00 | $0.00 | $892.69 | $0.00 | $14,132.95 |
| 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 |
| | $224,232.94 | $0.00 | $0.00 | $15,342.71 | $0.00 | |

COLLECTED THIS MONTH

| YEAR | COUNTY | FIRE | CO. RELEASED | FIRE RELEASED | TOTAL |
|---|---|---|---|---|---|
| 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 | $27.91 | $1.95 | $0.00 | $0.00 | $29.86 |
| 2005 | $16.19 | $1.14 | $0.00 | $0.00 | $17.33 |
| 2006 | $23.37 | $1.51 | $0.00 | $0.00 | $24.88 |
| 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 | $17.10 | $1.18 | $0.00 | $0.00 | $18.28 |
| 2011 | $139.36 | $9.61 | $0.00 | $0.00 | $148.97 |
| 2012 | $37.96 | $2.61 | $0.00 | $0.00 | $40.57 |
| 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
**Davie County Government**
**Tax Administration Office** 336.753.6120

Jamon Gaddy
Tax Administrator

TO THE BOARD OF COUNTY COMMISSIONERS

COUNTY & FIRE PERCENTAGE REPORT -VEHICLE

**MAY 22**

| YEAR | LEVY | OUTSTANDING | PREV CTD | CTD** | BAL COLUMN | CTM* | Current | Last Year |
|---|---|---|---|---|---|---|---|---|
| 2000 | 1,815,317.79 | 17,151.08 | 1,798,166.71 | 1,798,166.71 | 1,815,317.79 | $0.00 | 99.05% | 99.06% |
| 2001 | 1,769,944.64 | 14,105.62 | 1,755,839.02 | 1,755,839.02 | 1,769,944.64 | $0.00 | 99.20% | 99.20% |
| 2002 | 1,828,368.52 | 14,352.27 | 1,814,016.25 | 1,814,016.25 | 1,828,368.52 | $0.00 | 99.21% | 99.22% |
| 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 | 14,493.13 | 1,933,369.08 | 1,933,398.94 | 1,947,892.07 | $29.86 | 99.26% | 99.25% |
| 2005 | 2,315,348.72 | 15,596.36 | 2,299,735.03 | 2,299,752.36 | 2,315,348.72 | $17.33 | 99.32% | 99.33% |
| 2006 | 2,269,233.08 | 20,586.31 | 2,248,621.89 | 2,248,646.77 | 2,269,233.08 | $24.88 | 99.09% | 99.09% |
| 2007 | 2,414,186.78 | 22,513.10 | 2,391,673.68 | 2,391,673.68 | 2,414,186.78 | $0.00 | 99.06% | 99.07% |
| 2008 | 2,343,382.45 | 16,764.21 | 2,326,618.24 | 2,326,618.24 | 2,343,382.45 | $0.00 | 99.28% | 99.28% |
| 2009 | 2,090,890.55 | 14,754.01 | 2,076,136.54 | 2,076,136.54 | 2,090,890.55 | $0.00 | 99.29% | 99.29% |
| 2010 | 1,990,292.16 | 17,396.58 | 1,972,877.30 | 1,972,895.58 | 1,990,292.16 | $18.28 | 99.13% | 99.13% |
| 2011 | 2,095,818.11 | 19,759.22 | 2,075,909.92 | 2,076,058.89 | 2,095,818.11 | $148.97 | 99.03% | 99.03% |
| 2012 | 2,199,886.44 | 25,269.97 | 2,174,575.90 | 2,174,616.47 | 2,199,886.44 | $40.57 | 98.81% | 98.82% |
| 2013 | 1,324,560.98 | 14,132.95 | 1,310,428.03 | 1,310,428.03 | 1,324,560.98 | $0.00 | 98.90% | 98.91% |
| 2014 | 681.30 | 15.12 | 666.18 | 666.18 | 681.30 | $0.00 | 97.78% | 97.78% |
| 2015 | 752.57 | $0.00 | 752.57 | 752.57 | 752.57 | $0.00 | 100.00% | 100.00% |
| 2016 | 1136.10 | $0.00 | 1136.10 | 1,136.10 | 1,136.10 | $0.00 | 100.00% | 100.00% |
| 2017 | 3538.30 | $120.82 | 3417.48 | 3,417.48 | 3,538.30 | $0.00 | 96.59% | 96.59% |
| 2018 | 723.91 | $0.00 | 723.91 | 723.91 | 723.91 | $0.00 | 65.26% | 100.00% |
| 2019 | 524.62 | $239.21 | 285.41 | 285.41 | 524.62 | $0.00 | 54.40% | 54.40% |

BEGINNING JULY 1, 2021

| | PREV CTD | CTM* | CTD** |
|---|---|---|---|
| MOCKSVILLE | 427.96 | 23.96 | 451.92 |
| COOLEEMEE | 136.66 | 0.00 | 136.66 |
| BERMUDA RUN | 28.91 | 28.91 | 57.82 |
| FIRE | 634.80 | 38.72 | 673.52 |
| COUNTY GROSS RECEIPTS | 8,793.43 | 295.40 | 9,088.83 |

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

I, Jamon Gaddy, do hereby certify that the foregoing is a true and correct statement

Prepard by Heather Link

6/14/2022

Mocksville refund $ 75.30



# North Carolina Vehicle Tax System

## NCVTS Pending Refund report

Report Date
6/15/2022 3:56:50

| Payee Name | Address 1 | Address 3 | Refund Type | Refund Description | Refund Reason | Create Date | Tax Jurisdiction | Levy Type | Change | Interest Change | Total Change |
|---|---|---|---|---|---|---|---|---|---|---|---|
| ASHLEY, JEFFREY DON | 191 ASH DR | MOCKSVILLE, NC 27028 | Proration | Refund Generated due to proration on Bill #0062389748-2021-2021- | Vehicle Sold | 06/01/2022 | C ADVL | Tax | ($75.46) | ($4.90) | ($80.36) |
| | | | | | | | CI02ADVL | Tax | ($29.85) | ($1.94) | ($31.79) |
| | | | | | | | CI02ADVL | Vehicle | $0.00 | $0.00 | $0.00 |
| | | | | | | | FIREADVL12 | Tax | ($4.12) | ($0.27) | ($4.39) |
| | | | | | | | | | | Refund | $116.54 |
| AUDINO, JOSEPH LEE | 200 COPPERFIELD DR | MOCKSVILLE, NC 27028 | Proration | Refund Generated due to proration on Bill | Vehicle Sold | 06/14/2022 | C ADVL | Tax | ($34.14) | $0.00 | ($34.14) |
| | | | | | | | FIREADVL12 | Tax | ($1.87) | $0.00 | ($1.87) |
| | | | | | | | | | | Refund | $36.01 |
| BOGER, MICHAELA HUNTER | 476 PUDDING RIDGE RD | MOCKSVILLE, NC 27028 | Proration | Refund Generated due to proration on Bill | Vehicle Sold | 06/01/2022 | C ADVL | Tax | ($60.72) | $0.00 | ($60.72) |
| | | | | | | | FIREADVL8 | Tax | ($3.32) | $0.00 | ($3.32) |
| | | | | | | | | | | Refund | $64.04 |
| BOWEN, ROY ANDERSON | 229 WANDERING LN | MOCKSVILLE, NC 27028 | Proration | Refund Generated due to proration on Bill #0066479882-2021-2021- | Vehicle Sold | 06/02/2022 | C ADVL | Tax | ($59.30) | $0.00 | ($59.30) |
| | | | | | | | CI02ADVL | Tax | ($23.46) | $0.00 | ($23.46) |
| | | | | | | | CI02ADVL | Vehicle | ($15.00) | $0.00 | ($15.00) |
| | | | | | | | FIREADVL12 | Tax | ($3.24) | $0.00 | ($3.24) |
| | | | | | | | | | | Refund | $101.00 |
| CRANFILL, TAYLOR | 133 DRAYTON CT | MOCKSVILLE, NC 27028 | Proration | Refund Generated due to proration on Bill | Vehicle Sold | 06/01/2022 | C ADVL | Tax | ($14.81) | ($1.40) | ($16.21) |
| | | | | | | | FIREADVL12 | Tax | ($0.80) | ($0.08) | ($0.88) |
| | | | | | | | | | | Refund | $17.09 |
| DURHAM, ROBIN ALLEN | 177 CAPTAINS WAY | MOCKSVILLE, NC 27028 | Proration | Refund Generated due to proration on Bill | Vehicle Sold | 06/01/2022 | C ADVL | Tax | ($53.93) | $0.00 | ($53.93) |
| | | | | | | | FIREADVL | Tax | ($2.94) | $0.00 | ($2.94) |
| | | | | | | | | | | Refund | $56.87 |
| DURHAM, ROBIN ALLEN | 177 CAPTAINS WAY | MOCKSVILLE, NC 27028 | Proration | Refund Generated due to proration on Bill | Vehicle Sold | 06/01/2022 | C ADVL | Tax | ($8.40) | $0.00 | ($8.40) |
| | | | | | | | FIREADVL | Tax | ($0.46) | $0.00 | ($0.46) |
| | | | | | | | | | | Refund | $8.86 |
| DYSON, JAMES EARLE JR | 129 BROOKSIDE LN | ADVANCE, NC 27006 | Proration | Refund Generated due to proration on Bill | Vehicle Sold | 06/01/2022 | C ADVL | Tax | ($199.12) | $0.00 | ($199.12) |
| | | | | | | | FIREADVL8 | Tax | ($10.87) | $0.00 | ($10.87) |
| | | | | | | | | | | Refund | $209.99 |
| FULLER WELDING AND FABRICATORS INC | 980 SALISBURY RD | MOCKSVILLE, NC 27028 | Proration | Refund Generated due to proration on Bill | Vehicle Sold | 06/01/2022 | C ADVL | Tax | ($562.05) | $0.00 | ($562.05) |
| | | | | | | | FIREADVL12 | Tax | ($30.67) | $0.00 | ($30.67) |
| | | | | | | | | | | Refund | $592.72 |
| GATEWOOD, GILLIAN SLATE | 1100 N MAIN ST | MOCKSVILLE, NC 27028 | Proration | Refund Generated due to proration on Bill | Vehicle Sold | 06/08/2022 | C ADVL | Tax | ($33.22) | $0.00 | ($33.22) |
| | | | | | | | FIREADVL12 | Tax | ($1.81) | $0.00 | ($1.81) |
| | | | | | | | | | | Refund | $35.03 |

# North Carolina Vehicle Tax System

## NCVTS Pending Refund report

Report Date
6/15/2022 3:56:50

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| HAMPTON, SALLY CLINE | 2057 JUNCTION RD | MOCKSVILLE, NC 27028 | Proration | Refund Generated due to proration on Bill | Vehicle Sold | 06/09/2022 | C ADVL | Tax | ($35.95) | $0.00 | ($35.95) |
| | | | | | | | FIREADVL | Tax | ($1.96) | $0.00 | ($1.96) |
| | | | | | | | | | | Refund | $37.91 |
| HYMEN, WILLIAM ELMER | 199 BROOKSTONE DR | ADVANCE, NC 27006 | Proration | Refund Generated due to proration on Bill #0058825162- | Vehicle Sold | 06/13/2022 | C ADVL | Tax | ($36.98) | $0.00 | ($36.98) |
| | | | | | | | CI03ADVL | Tax | ($7.57) | $0.00 | ($7.57) |
| | | | | | | | FIREADVL15 | Tax | ($2.02) | $0.00 | ($2.02) |
| | | | | | | | | | | Refund | $46.57 |
| MARLOW, TIFFANY NICOLE | 709 S MAIN ST | MOCKSVILLE, NC 27028 | Proration | Refund Generated due to proration on Bill #0009337670-2021-2021- | Vehicle Totalled | 06/14/2022 | C ADVL | Tax | ($12.77) | $0.00 | ($12.77) |
| | | | | | | | CI02ADVL | Tax | ($5.05) | $0.00 | ($5.05) |
| | | | | | | | CI02ADVL | Vehicle | $0.00 | $0.00 | $0.00 |
| | | | | | | | FIREADVL | Tax | ($0.70) | $0.00 | ($0.70) |
| | | | | | | | | | | Refund | $18.52 |
| PETIT, MICHAEL GENE | 181 COMMUNITY LN | MOCKSVILLE, NC 27028 | Proration | Refund Generated due to proration on Bill | Vehicle Sold | 06/01/2022 | C ADVL | Tax | ($44.96) | $0.00 | ($44.96) |
| | | | | | | | FIREADVL2 | Tax | ($2.45) | $0.00 | ($2.45) |
| | | | | | | | | | | Refund | $47.41 |
| ROMINE, VICKIE SHANK | 322 JAMES WAY | ADVANCE, NC 27006 | Proration | Refund Generated due to proration on Bill #0059464818- | Vehicle Sold | 06/01/2022 | C ADVL | Tax | ($119.47) | $0.00 | ($119.47) |
| | | | | | | | CI03ADVL | Tax | ($24.45) | $0.00 | ($24.45) |
| | | | | | | | FIREADVL1 | Tax | ($6.52) | $0.00 | ($6.52) |
| | | | | | | | | | | Refund | $150.44 |
| SEAMON, JIMMY RAY | 845 GREENHILL RD | MOCKSVILLE, NC 27028 | Proration | Refund Generated due to proration on Bill | Vehicle Sold | 06/13/2022 | C ADVL | Tax | ($4.98) | $0.00 | ($4.98) |
| | | | | | | | FIREADVL2 | Tax | ($0.27) | $0.00 | ($0.27) |
| | | | | | | | | | | Refund | $5.25 |
| SHAW, SUSAN LYNN | 2816 MEADOWBROOK RD | CANA, VA 24317 | Proration | Refund Generated due to proration on Bill | Reg . Out of state | 06/01/2022 | C ADVL | Tax | ($61.62) | $0.00 | ($61.62) |
| | | | | | | | FIREADVL15 | Tax | ($3.36) | $0.00 | ($3.36) |
| | | | | | | | | | | Refund | $64.98 |
| URBANKE, CRAIG ROBERT | 208 SCOTTSDALE DR | ADVANCE, NC 27006 | Proration | Refund Generated due to proration on Bill | Tag Surrender | 06/01/2022 | C ADVL | Tax | ($164.98) | ($8.25) | ($173.23) |
| | | | | | | | FIREADVL15 | Tax | ($9.00) | ($0.45) | ($9.45) |
| | | | | | | | | | | Refund | $182.68 |
| WEST, JERRI BOGER | 326 PINE RIDGE RD | MOCKSVILLE, NC 27028 | Proration | Refund Generated due to proration on Bill | Vehicle Sold | 06/07/2022 | C ADVL | Tax | ($15.56) | $0.00 | ($15.56) |
| | | | | | | | FIREADVL10 | Tax | ($0.85) | $0.00 | ($0.85) |
| | | | | | | | | | | Refund | $16.41 |
| | | | | | | | | | | Refund | $1808.32 |

# DAVIE COUNTY, NORTH CAROLINA
# BOARD OF COUNTY COMMISSIONERS

**Agenda Item Details:**

**Date of Meeting:** July 11, 2022

**Department:** Board of Commissioners

**Resource Person:** Stacy A. Moyer

---

**ISSUE/ACTION REQUESTED:**
Child Protection & Child Fatality Prevention Team - Appointment Brandi Patti

---

**BACKGROUND/PURPOSE OF REQUEST: Child Protection & Child Fatality Prevention Team - Appointment Brandi Patti**

**FISCAL IMPACT: n/a**

**COUNTY MANAGERS; RECOMMENDATION:**
<County Manager Comments Here>

---

**ATTACHMENTS:**
Brandi_Patti_appointment

# 1146: Brandi Cornatzer Patti

Application created: 06/07/2022

## Contacts

**Email** bpatti@daviecountync.gov
**Cell*** (336) 782-4317
**Business** (336) 753-6153
**Address** 149 Taylor Road, 149 Taylor Road
Advance NC, 27006

## Application details

### Occupation details

**Company name** Davie Center for Violence Prevention

**Position** Assistant Director

**Availability details** M-F 8:30am-5pm

**Education and Experience** Graduated 2001 from Davie County High School. Graduated from UNCG 2005 with Bachelor's of Science Degree with major in Public Health Education. I've worked for County of Davie since 2009 in Health and Human Services.

### Attachments

### Appointment details

1 **Child Protection and Child Fatality Prevention Team** For: 0 Against: 0
Final Recommendation: None

### Qualifications

## Workflow

| Name Description | Status | Date | |
|---|---|---|---|
| Stacy A. Moyer | Initial Review IN PROGRESS | | |
| Ryanne Wallace | Childhood Fatality Team | | PENDING |
| Clerks Schedule | PENDING | | |
| Clerks Appoint | PENDING | | |

# DAVIE COUNTY, NORTH CAROLINA
# BOARD OF COUNTY COMMISSIONERS

**Agenda Item Details:**

**Date of Meeting:** July 11, 2022

**Department:** Board of Commissioners

**Resource Person:** Stacy A. Moyer

---

**ISSUE/ACTION REQUESTED:**
Davidson-Davie Community College Board of Trustees - Reappointment Neal Foster, Ken White

---

**BACKGROUND/PURPOSE OF REQUEST: Davidson-Davie Community College Board of Trustees - Reappointment Neal Foster, Ken White**

**FISCAL IMPACT: n/a**

**COUNTY MANAGERS; RECOMMENDATION:**
<County Manager Comments Here>

---

**ATTACHMENTS:**
Neal Foster Ken White Reappointment to Davie BOCC

Davidson-Davie
COMMUNITY COLLEGE
OFFICE OF THE PRESIDENT

May 16, 2022

The Honorable James Blakley, Chairman
Davie County Board of Commissioners
c/o Mike Ruffin, County Manager
123 South Main Street
Mocksville, NC 27028

Dear Chairman Blakley:

Greetings from the Davidson-Davie Community College Board of Trustees. We are writing to request your consideration for the reappointment of Neal Foster and Kennon White to our Board of Trustees. Since their appointment by the Davie County Board of Commissioners, both have faithfully participated in regular board meetings, served on committees, and generously given their time and talents to promote the mission of the college.

On behalf of the Board of Trustees, we would appreciate your consideration of reappointing Neal Foster and Kennon White to a four-year term on the Davidson-Davie Community College Board of Trustees. If you need other information concerning their qualifications for this appointment, please feel free to contact us.

Sincerely,

Kevin M. Firquin

Kevin Firquin, Chair
Board of Trustees

Darrin Hartness

Darrin L. Hartness, Ed.D.
President

Davidson Campus
P.O. Box 1287
Lexington, NC 27293-1287
336.249.8186

Davie Campus
1205 Salisbury Road
Mocksville, NC 27028
336

# DAVIE COUNTY, NORTH CAROLINA
# BOARD OF COUNTY COMMISSIONERS

**Agenda Item Details:**

**Date of Meeting:** July 11, 2022

**Department:** Board of Commissioners

**Resource Person:** Stacy A. Moyer

---

**ISSUE/ACTION REQUESTED:**
Library Board of Trustees Appointment - Gaye Orsini

---

**BACKGROUND/PURPOSE OF REQUEST: Library Board of Trustees Appointment - Gaye Orsini**

**FISCAL IMPACT: n/a**

**COUNTY MANAGERS; RECOMMENDATION:**
<County Manager Comments Here>

---

**ATTACHMENTS:**
Orsini_G_Library_Trustee_20220525

# 1145: Gaye Rollins Orsini

Application created: 05/25/2022

## Contacts

**Email** Lv2av8@bellsouth.net

**Address** 161 Orchard Drive

Bermuda Run NC, 27006

## Application details

### Occupation details

| | |
|---|---|
| **Occupation** | Retired |
| **Availability details** | Flexible |
| **Education and Experience** | See attached file |

### Attachments

Gaye Resume update 3

### 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 11, 2022

**Department:** Finance

**Resource Person:** Cindy Chapman

---

**ISSUE/ACTION REQUESTED:**
Budget Amendments for July 11, 2022

---

**BACKGROUND/PURPOSE OF REQUEST:** Staff recommends the following budget amendments for Board consideration and approval.

**FISCAL IMPACT:**

| | | |
|---|---|---|
| FIN 1 | $171,002 | Create budget lines for HHS positions that were included in Coronavirus Relief Fund budget |
| HHSA 39 | 67,980 | Accept State - Healthy Carolinians funding for Advancing Equity |
| FIN 3 | 40,263 | Adjust Contracted Program expenditure budget |
| HHSA 41 | 35,335 | Accept Community Health Grant |
| FIN 4 | 718,000 | Allocation of approved Capital Projects for Fund 300 (Water-Sewer) |
| FIN 5 | 3,514,900 | Allocation of approved Capital Projects for Fund 400 (Governmental) |

**COUNTY MANAGERS; RECOMMENDATION:**
<County Manager Comments Here>

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**ATTACHMENTS:**
BUDGET AMENDMENTS FOR JULY 11 2022

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

# BUDGET AMENDMENTS FOR JULY 11, 2022

07/06/2022 16:42 |COUNTY OF DAVIE |P 1
cschapman |BUDGET AMENDMENTS JOURNAL ENTRY PROOF |bgamdent

| LN | ORG / ACCOUNT | OBJECT | PROJ | ORG DESCRIPTION | ACCOUNT DESCRIPTION / LINE DESCRIPTION | EFF DATE | PREV BUDGET | BUDGET CHANGE | AMENDED BUDGET | ERR |
|---|---|---|---|---|---|---|---|---|---|---|

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

2023 01 10002 07/05/2022 FIN 1 BUA FIN 1 1 2

| LN | ORG / ACCOUNT | OBJECT | PROJ | ORG DESCRIPTION | ACCOUNT DESCRIPTION / LINE DESCRIPTION | EFF DATE | PREV BUDGET | BUDGET CHANGE | AMENDED BUDGET | ERR |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 411101<br>230 -4100-1210-001-001-490016- | 490016 | | COUNTY ADMINISTRATION | FUND BALANCE APPROPRIATED<br>HHS POSITIONS | 07/05/2022 | -2,786,886.00 | -171,002.00 | -2,957,888.00 | |
| 2 | 555103<br>230 -5500-5500-701-001-510010- | 510010 | | HLTH DEPT ARP | SALARIES AND WAGES<br>HHS POSITIONS | 07/05/2022 | .00 | 121,470.00 | 121,470.00 | |
| 3 | 555103<br>230 -5500-5500-701-001-520050- | 520050 | | HLTH DEPT ARP | FICA<br>HHS POSITIONS | 07/05/2022 | .00 | 9,292.00 | 9,292.00 | |
| 4 | 555103<br>230 -5500-5500-701-001-520060- | 520060 | | HLTH DEPT ARP | GROUP HOSPITAL INSURANCE<br>HHS POSITIONS | 07/05/2022 | .00 | 21,384.00 | 21,384.00 | |
| 5 | 555103<br>230 -5500-5500-701-001-520070- | 520070 | | HLTH DEPT ARP | RETIREMENT<br>HHS POSITIONS | 07/05/2022 | .00 | 14,746.00 | 14,746.00 | |
| 6 | 555103<br>230 -5500-5500-701-001-520110- | 520110 | | HLTH DEPT ARP | GROUP LIFE INSURANCE<br>HHS POSITIONS | 07/05/2022 | .00 | 466.00 | 466.00 | |
| 7 | 555103<br>230 -5500-5500-701-001-520120- | 520120 | | HLTH DEPT ARP | 401K-EMPLOYER SUPPLEMENT<br>HHS POSITIONS | 07/05/2022 | .00 | 3,644.00 | 3,644.00 | |
| | | | | | ** JOURNAL TOTAL | | | 0.00 | | |

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

2023 01 10004 07/01/2022 HHSA39 BUA Ad Equity 1 2

| LN | ORG / ACCOUNT | OBJECT | PROJ | ORG DESCRIPTION | ACCOUNT DESCRIPTION / LINE DESCRIPTION | EFF DATE | PREV BUDGET | BUDGET CHANGE | AMENDED BUDGET | ERR |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 45536<br>010 -4500-5500-536-001-430121- | 430121 | | HEALTH PROMOTIONS | STATE HEALTHY CAROLINIANS<br>Advancing Equity Funding | 07/01/2022 | -34,354.00 | -67,980.00 | -102,334.00 | |
| 2 | 55536<br>010 -5500-5500-536-001-540450- | 540450 | | HEALTH PROMOTIONS | PURCHASED SERVICES<br>Advancing Equity Funding | 07/01/2022 | .00 | 40,000.00 | 40,000.00 | |
| 3 | 55536<br>010 -5500-5500-536-001-560260- | 560260 | | HEALTH PROMOTIONS | ADVERTISING<br>Advancing Equity Funding | 07/01/2022 | .00 | 27,980.00 | 27,980.00 | |
| | | | | | ** JOURNAL TOTAL | | | 0.00 | | |

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

2023 01 10011 07/06/2022 FIN3 BUA FIN3 1 2

| LN | ORG / ACCOUNT | OBJECT | PROJ | ORG DESCRIPTION | ACCOUNT DESCRIPTION / LINE DESCRIPTION | EFF DATE | PREV BUDGET | BUDGET CHANGE | AMENDED BUDGET | ERR |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 41910<br>010 -4100-1910-001-001-480130- | 480130 | | GENERAL GOVERNMENT REVENUE | CONTRACTED PROGRAM REVENUE<br>ADJUST CONTRACTED PROGRAMS | 07/06/2022 | -96,672.00 | -7.00 | -96,679.00 | |

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

# BUDGET AMENDMENTS FOR JULY 11, 2022

```
07/06/2022 17:00      |COUNTY OF DAVIE                                                                                  |P       2
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

2023  01   10011 07/06/2022 FIN3              BUA FIN3         1      2

   2 41910    490016       GENERAL GOVERNMENT REVENUE    FUND BALANCE APPROPRIATED       -4,493,521.00    -40,256.00  -4,533,777.00
    010 -4100-1910-001-001-490016-                             ADJUST CONTRACTED PROGRAMS     07/06/2022

   3 51933    560030       GONZALEZ BUILDING             CONTRACTED PROGRAM EXPENSES         70,000.00     26,672.00      96,672.00
    010 -5100-1933-001-001-560030-                             ADJUST CONTRACTED PROGRAMS     07/06/2022

   4 56310    570890       RECREATION                    SOCCER COMPLEX                     -13,591.00     13,591.00            .00
    010 -5600-6310-001-001-570890-                             ADJUST CONTRACTED PROGRAMS     07/06/2022

                                                                    ** JOURNAL TOTAL                    0.00

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

2023  01   10012 07/06/2022 HHSA41            BUA CHG          1      2

   1 45523    430178       COMMUNITY HEALTH GRANT        COMMUNITY HEALTH GRANT                    .00    -35,335.00     -35,335.00
    010 -4500-5500-523-001-430178-                             CHG 22                         07/06/2022

   2 55523    530178       COMMUNITY HEALTH GRANT EXPENSECOMMUNITY HEALTH GRT EXPENSE              .00     35,335.00      35,335.00
    010 -5500-5500-523-001-530178-                             CHG 22                         07/06/2022

                                                                    ** JOURNAL TOTAL                    0.00

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

2023  01   10013 07/06/2022 FIN4              BUA FIN4         1      2

   1 40581    430118       WATER-SEWER EXTENSIONS        CONTRIBUTION FROM WATER/SEWER             .00   -400,000.00    -400,000.00
    300 -4100-0581-001-001-430118-                             FY2023 BUDGETED CAP PROJ 300   07/06/2022

   2 50581    580650       WATER-SEWER EXTENSIONS PROJECTGENERAL CONSTRUCTION                     .00    300,000.00     300,000.00
    300 -5800-0581-001-001-580650-                             FY2023 BUDGETED CAP PROJ 300   07/06/2022

   3 50581    541550       WATER-SEWER EXTENSIONS PROJECTCONSULTANTS                              .00    100,000.00     100,000.00
    300 -5800-0581-001-001-541550-                             FY2023 BUDGETED CAP PROJ 300   07/06/2022

   4 40591    430118       REPAIR & REPLACE PP&V         CONTRIBUTION FROM WATER/SEWER             .00   -118,000.00    -118,000.00
    300 -4710-0591-001-001-430118-                             FY2023 BUDGETED CAP PROJ 300   07/06/2022

   5 50591    580650       REPAIR & REPLACE PP&V EXPENSE GENERAL CONSTRUCTION                      .00    118,000.00     118,000.00
    300 -5710-0591-001-001-580650-                             FY2023 BUDGETED CAP PROJ 300   07/06/2022

   6 40597    430118       DEADMON ROAD PUMP STATION RENOCONTRIBUTION FROM WATER/SEWER             .00   -200,000.00    -200,000.00
    300 -4710-0597-001-001-430118-                             FY2023 BUDGETED CAP PROJ 300   07/06/2022
```

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

# BUDGET AMENDMENTS FOR JULY 11, 2022

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07/06/2022 16:42     |COUNTY OF DAVIE                                                                                 |P        1
cschapman            |BUDGET AMENDMENTS JOURNAL ENTRY PROOF                                                            |bgamden

 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

2023  01   10013 07/06/2022 FIN4              BUA FIN4         1      2

   7 50597    580650      DEADMON RD PUMP STATION RENO  GENERAL CONSTRUCTION                       .00    150,000.00     150,000.0
     300 -5710-0597-001-001-580650-                           FY2023 BUDGETED CAP PROJ 300   07/06/2022

   8 50597    541550      DEADMON RD PUMP STATION RENO  CONSULTANTS                                .00     50,000.00      50,000.0
     300 -5710-0597-001-001-541550-                           FY2023 BUDGETED CAP PROJ 300   07/06/2022

                                                                    ** JOURNAL TOTAL                  0.00

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

2023  01   10016 07/06/2022 FIN5              BUA FIN5         1      2

   1 41088    490010      NEW DETENTION CENTER          CONTRIBUTION FROM GENERAL FUND             .00   -200,000.00    -200,000.0
     400 -4100-1088-001-001-490010-                           FY2023 BUDGET CAP PROJECTS 400 07/06/2022

   2 51088    541550      NEW DETENTION CENTER PROJECT  CONSULTANTS                                .00    200,000.00     200,000.0
     400 -5100-1088-001-001-541550-                           FY2023 BUDGET CAP PROJECTS 400 07/06/2022

   3 41019    434001      DCCC - DAVIE CAMPUS EXPANSION CONTRIBUTION FROM GENERAL FUND             .00 -1,000,000.00  -1,000,000.0
     400 -4100-1019-001-001-434001-                           FY2023 BUDGET CAP PROJECTS 400 07/06/2022

   4 51019    573020      DCCC - DAVIE CAMPUS EXPANSION DAVIE CAMPUS - CC CAP OUT                  .00  1,000,000.00   1,000,000.0
     400 -5800-1019-001-001-573020-                           FY2023 BUDGET CAP PROJECTS 400 07/06/2022

   5 41092    490010      PUBLIC SAFETY RADIO EQUIPMENT CONTRIBUTION FROM GENERAL FUND             .00   -184,900.00    -184,900.0
     400 -4200-1092-001-001-490010-                           FY2023 BUDGET CAP PROJECTS 400 07/06/2022

   6 51092    580600      PUBLIC SAFETY RADIO EQUIPMENT EQUIPMENT & FURNITURE                      .00    184,900.00     184,900.0
     400 -5200-1092-001-001-580600-                           FY2023 BUDGET CAP PROJECTS 400 07/06/2022

   7 41082489 434001      FACILITY NEEDS STUDY          CONTRIBUTION FROM GENERAL FUND             .00   -200,000.00    -200,000.0
     400 -4100-1082-489-001-434001-                           FY2023 BUDGET CAP PROJECTS 400 07/06/2022

   8 51082489 580650      FACILITY NEEDS STUDY          GENERAL CONSTRUCTION                       .00    200,000.00     200,000.0
     400 -5100-1082-489-001-580650-                           FY2023 BUDGET CAP PROJECTS 400 07/06/2022

   9 41082483 411001      COURTHOUSE CAPITAL PROJECT    STATE BUILDING CAPITAL FUND                .00   -440,000.00    -440,000.0
     400 -4200-1082-483-001-411001-                           FY2023 BUDGET CAP PROJECTS 400 07/06/2022

  10 51082483 580650      COURTHOUSE CAPITAL PROJECT    GENERAL CONSTRUCTION                       .00    440,000.00     440,000.0
     400 -5200-1082-483-001-580650-                           FY2023 BUDGET CAP PROJECTS 400 07/06/2022

  11 41091    490010      PARKING LOT PAVING            CONTRIBUTION FROM GENERAL FUND             .00   -500,000.00    -500,000.0
     400 -4100-1091-001-001-490010-                           FY2023 BUDGET CAP PROJECTS 400 07/06/2022
```

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

# BUDGET AMENDMENTS FOR JULY 11, 2022

```
07/06/2022 16:42      |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
-------------------------------------------------------------------------------------------------------------------------------------

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

2023  01   10016 07/06/2022 FIN5              BUA FIN5        1      2

  12 51091    580150      PARKING LOT PAVING            PAVING PARKING LOT                     .00    500,000.00     500,000.00
     400 -5100-1091-001-001-580150-                           FY2023 BUDGET CAP PROJECTS 400 07/06/2022

  13 41089    411001      EMS STATION 4                 STATE BUILDING CAPITAL FUND            .00   -250,000.00    -250,000.00
     400 -4100-1089-001-001-411001-                           FY2023 BUDGET CAP PROJECTS 400 07/06/2022

  14 41089    490010      EMS STATION 4                 CONTRIBUTION FROM GENERAL FUND         .00   -680,000.00    -680,000.00
     400 -4100-1089-001-001-490010-                           FY2023 BUDGET CAP PROJECTS 400 07/06/2022

  15 51089    541550      EMS STATION 4 PROJECT         CONSULTANTS                            .00    200,000.00     200,000.00
     400 -5100-1089-001-001-541550-                           FY2023 BUDGET CAP PROJECTS 400 07/06/2022

  16 51089    580650      EMS STATION 4 PROJECT         GENERAL CONSTRUCTION                   .00    730,000.00     730,000.00
     400 -5100-1089-001-001-580650-                           FY2023 BUDGET CAP PROJECTS 400 07/06/2022

  17 41090    490010      EMS STATION 5                 CONTRIBUTION FROM GENERAL FUND         .00    -60,000.00     -60,000.00
     400 -4100-1090-001-001-490010-                           FY2023 BUDGET CAP PROJECTS 400 07/06/2022

  18 51090    580010      EMS STATION 5                 LAND ACQUISITION                       .00     60,000.00      60,000.00
     400 -5100-1090-001-001-580010-                           FY2023 BUDGET CAP PROJECTS 400 07/06/2022

                                                                    ** JOURNAL TOTAL                  0.00
```

# DAVIE COUNTY, NORTH CAROLINA
# BOARD OF COUNTY COMMISSIONERS

**Agenda Item Details:**

**Date of Meeting:** July 11, 2022

**Department:** Finance

**Resource Person:** Robin West

---

**ISSUE/ACTION REQUESTED:**
Cancel September 6, 2022 Meeting and Schedule September 12, 2022 Meeting

---

**BACKGROUND/PURPOSE OF REQUEST:** A request has been made to cancel the regular September 6, 2022 meeting and schedule a September 12, 2022 Meeting due to a schedule conflict.

**COUNTY MANAGERS; RECOMMENDATION:**

---

**ATTACHMENTS:**

# DAVIE COUNTY, NORTH CAROLINA
# BOARD OF COUNTY COMMISSIONERS

**<u>Agenda Item Details:</u>**

**Date of Meeting:** July 11, 2022

**Department:** Board of Commissioners

**Resource Person:** Stacy A. Moyer

---

**ISSUE/ACTION REQUESTED:**
North Carolina Association of County Commissioners - Voting Delegate Terry Renegar

---

**BACKGROUND/PURPOSE OF REQUEST: North Carolina Association of County Commissioners - Voting Delegate Terry Renegar**

**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 11, 2022

**Department:** Board of Commissioners

**Resource Person:** Stacy A. Moyer

---

**ISSUE/ACTION REQUESTED:**
Interlocal Agreement Amendment Town of Mocksville - Code Enforcement

---

**BACKGROUND/PURPOSE OF REQUEST: Interlocal Agreement Amendment Town of Mocksville - Code Enforcement**

**FISCAL IMPACT:**

**COUNTY MANAGERS; RECOMMENDATION:**
<County Manager Comments Here>

---

**ATTACHMENTS:**
Interlocal_Agreement_TOM_Code_Enforcement

**NORTH CAROLINA**

**DAVIE COUNTY**

**AMENDMENT TO THE AUGUST 3, 2021 INTERLOCAL AGREEMENT BETWEEN THE TOWN OF MOCKSVILLE AND DAVIE COUNTY**

This Interlocal Agreement is made and entered into this the ___ day of ______________, 2022, by and between Davie County, a North Carolina body politic, hereinafter referred to as the "COUNTY", and the Town of Mocksville, a North Carolina municipal corporation hereinafter referred to as "MOCKSVILLE". The COUNTY and TOWN together are the PARTIES, singular is PARTY.

**WITNESSETH**

**WHEREAS**, the COUNTY and MOCKSVILLE entered into an Interlocal Agreement on August 3, 2021, (the "2021 ILA") concerning among other topics, the provision of "Planning and Zoning" services not including the enforcement of any zoning or nuisance abatement ordinances; and,

**WHEREAS**, the COUNTY and MOCKSVILLE now desire to amend the 2021 ILA; 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 and MOCKSVILLE are now willing and agreeable to share the services of a Code Enforcement Officer ("CEO") 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. <u>2021 ILA AMENDED</u>: The PARTIES agree that following subsections of the 2021 ILA be amended to read as follows:
   A. Section b. Planning, Zoning and Enforcement shall be amended to read as follows: The COUNTY hereafter agrees to provide the below listed Planning and Zoning Services to the TOWN at the rate of $54,403.00 for the 2021-2022 fiscal year. For the 2022-2023 fiscal year the cost of the below listed Planning and Zoning Services provided to the Town shall be $56,035.00 plus the cost of a Code Enforcement Officer as calculated in section 4 below. For the 2023-2024 fiscal year the cost of the below listed Planning and Zoning Services provided to the Town shall be

$57,716.00 plus the cost of a Code Enforcement Officer as calculated in section 4 below. The payment for the 2021-2022 FY was made on April 15, 2022. Beginning with the 2022-2023 FY, the Town shall make the payments each quarter, beginning on July 1, 2022. Any fines or penalties will be paid directly to the Town of Mocksville.

B. Section b. Planning, Zoning and Enforcement subsection **Excluded Service which will not be provided by the County:** be amended to read as follows:

County shall not provide any Road Naming and Addressing; Preparation of ordinances for TOWN or provide any Boards under TOWN ordinances.

C. Section b. Planning, Zoning and Enforcement subsection **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, except that reports from the CEO and regarding code enforcement shall be governed by the 2022 Interlocal Agreement Between The Town of Mocksville and Davie County.

2. DUTIES OF DAVIE COUNTY. Davie County agrees to hire a qualified full time CEO under the following terms and conditions:
   A. COUNTY will provide pay and benefits to the CEO; and
   B. COUNTY will provide a suitable office, office equipment and training to the CEO.
   C. COUNTY will supervise the CEO on a day-to-day basis.
   D. COUNTY and MOCKSVILLE agree that the scope of services to be performed by the CEO include, but not are limited to:
      i) Enforcing the County's and Town's ordinances (if any) regarding unsafe buildings, minimum housing, zoning, subdivision, general nuisances (including lot mowing), unsafe, junk and nuisance vehicles, including levying and collecting fees and penalties; and
      ii) Cooperation and coordination with the Town Manager and Town Attorney; and
      iii) Appearance at Town Board meetings upon request. (Time spent at meetings will be counted as a part of the three days of work the Town receives under this Agreement.); and
      iv) Appearance at hearings and court proceedings. (Time spent at meetings will be counted as a part of the three days the Town receives under this Agreement.); and

v) Provide MOCKSVILLE a written monthly status report on all cases and activities. The COUNTY and MOCKSVILLE will determine format and content of the report prior to the effective date of the agreement.

3. MOCKSVILLE's DUTIES AND BENEFITS. MOCKSVILLE agrees to provide the following:
   A. MOCKSVILLE will receive the services of the CEO for three days in every week. When the workweek is less than 40 hours or training time reduces the time available for engaging in official duties during the workweek, the amount of time the CEO spends on MOCKSVILLE business will be pro-rated. In return MOCKSVILLE will pay for sixty per cent of the annual cost for the CEO, including training and equipment (equipment includes a vehicle).
   B. The MOCKSVILLE Town Manager or a designee will periodically send complaints and requests for services to the COUNTY Planning Director in order to direct the CEO to perform the highest priority MOCKSVILLE work first during the days when the CEO is working for MOCKSVILLE.

4. CALCULATION AND PAYMENT OF COSTS:
   A. COUNTY and MOCKSVILLE agree to estimate and agree on the costs for the first year on or before the date of execution of this Agreement. Total annual costs for MOCKSVILLE are the sum of the CEO'S salary, benefits, training, accreditation (if any), equipment, including vehicle X 0.60.
   B. COUNTY will bill MOCKSVILLE quarterly. The first bill will be sent to MOCKSVILLE at least 10 working days before July 1, 2022. Payment from MOCKSVILLE will be due on July 1, 2022, and payable no later than July 10.
   C. Subsequent bills will be transmitted to Mocksville quarterly and will be due and payable on Oct. 1, Jan. 1, April 1 and July 10 of future years.
5. AMENDMENT TO THIS AGREEMENT. The PARTIES may amend this Agreement by a writing approved by the PARTIES respective governing Boards. The PARTIES may agree to modify the percentage of time that the CEO spends working for either PARTY, and/or a third PARTY that is a municipal corporation located in Davie County.
6. COOPERATION BETWEEN PARTIES: The COUNTY and MOCKSVILLE agree to make reasonable efforts to cooperate in the following areas to facilitate code enforcement in their respective jurisdictions:
   A. The PARTIES pledge to develop standard code enforcement due process procedures and forms following North Carolina law and best practices;
   B. The PARTIES will cooperate in allowing the CEO to work more or fewer hours in a given period for the other PARTY provided that the average amount of time worked for MOCKSVILLE in each quarter equals sixty percent of the CEO's time.

7. Force Majeure In the event that either Party, because of acts of God, strikes, fire, other casualties, plagues, or any other reason beyond the reasonable control of either Party, cannot meet its obligations under this Agreement, the Party subject to events beyond its control shall not be liable to the other Party.

8. Breach. Should there be a material violation and/or breach of this Agreement by either Party, which said Party fails to commence to cure within a reasonable time period but no more than Thirty (30) days after receipt of the notice of the violation and/or breach, and, thereafter, fails to diligently and continuously prosecute such cure to completion, the other Party shall have the option to seek appropriate remedial relief and/or terminate this Agreement, upon thirty (30) days' written notice, provided, however, that in the event there is a dispute as to whether a material violation and/or breach has occurred, then, prior to termination, the parties will first mediate the dispute before a mutually acceptable mediator, and, if the mediation process does not prove successful, either party may avail itself of judicial review. All fines and penalties assessed against either Party by any third party or governmental entity which is the result of either Party's material violation and/or breach, shall be reimbursed by the breaching Party within thirty (30) days of payment by the other Party.

9. Indemnity**.** To the extent permitted by law (and without waiving any governmental immunity as to any third party) the Parties shall be responsible for and shall indemnify, defend and hold harmless the other against any claims, suits or causes of action arising from the intentional or negligent acts or omissions of its agents or of its employees, acting within the scope of employment. In the event of an act of Force Majeure the Parties agree, to the extent permitted by law, to indemnify, defend and hold harmless the other, and their respective employees, agents and representatives, from and against any claims, suits or causes of action arising from either Parties failure to meet such obligations herein due to events, conditions or occurrences beyond either Party's reasonable control.

10. Notices**.** Notices made about this Agreement may be delivered to the parties listed below or mailed via USPS or other delivery service suitable for delivery under the NC Rules of Civil Procedure, postage prepaid to the parties list below. If mailed, delivery shall be deemed to occur as stated on any receipt of delivery, or if not receipt three days after the notice has been placed in the hands of the deliverer.

If to the County: County Manager
123 S. Main Street
Mocksville NC 27028

With a copy to: County Attorney
123 S. Main Street
Mocksville NC 27028

If to the Town: Town Manager

171 S. Clement Street
Mocksville NC 27028

With a copy to: Mocksville Town Attorney
The Brough Law Firm, PLLC
1526 E. Franklin Street, Suite 200
Chapel Hill NC 27514

11. Forum Selection**.** The proper forum for legal disputes arising from this Agreement shall be the General Courts of Justice in Davie County, NC.

[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

___________________________

Mayor

Attested to:

___________________________

Clerk

Davie County

___________________________

James Blakley, Chairman of Davie County Board of Commissioners

Attested to:

___________________________

Clerk

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

________________________________

Finance Office- Davie County

This instrument has been pre-audited 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 11, 2022

**Department:** Board of Commissioners

**Resource Person:** Stacy A. Moyer

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**ISSUE/ACTION REQUESTED:**
Easement Parcel #5862283155, Deed Book 154, Page 227 for Duke Energy

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**BACKGROUND/PURPOSE OF REQUEST: Easement Parcel #5862283155, Deed Book 154, Page 227 for Duke Energy**

**FISCAL IMPACT: $1.00**

**COUNTY MANAGERS; RECOMMENDATION:**
<County Manager Comments Here>

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**ATTACHMENTS:**
EAS OH COUNTY OF DAVIE 5862283155

Prepared by: Duke Energy Carolinas, LLC
Return to: Duke Energy Carolinas, LLC
Attn: Taylor Brooks
PO Box 6318
High Point, NC 27262

Parcel # 5862283155

EASEMENT

State of North Carolina

County of Davie

THIS EASEMENT (“**Easement**”) is made this ____ day of _____________ 20____, from **COUNTY OF DAVIE**, a unit of local government for the State of North Carolina (“**Grantor**”, whether one or more), to **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company (“**Grantee**”).

Grantor, for and in consideration of the sum of One and 00/100 Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, “**Facilities**”).

Grantor is the owner of that certain property described in that instrument recorded in Deed Book 154, Page 227, Davie County Register of Deeds (“**Property**”).

The Facilities shall be overhead, except as needed on or under the ground to support the overhead Facilities, and located in, upon, over, along, through, and across a portion of the Property within an easement area described as follows:

A strip of land thirty feet (30’) in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, (hereinafter referred to as the “**Easement Area**”).

The rights granted herein include, but are not limited to, the following:

For Grantee’s Internal Use:
Work Order #: 43454501

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. All other rights and privileges reasonably necessary, in Grantee’s sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

For Grantee’s Internal Use:
Work Order #: 43454501

**IN WITNESS WHEREOF**, Grantor has signed this Easement under seal effective this ____ day of ___________________, 20_____.

**COUNTY OF DAVIE**
a unit of local government for the State of North Carolina

______________________________________ (SEAL)
James Blakley, Chairman of Board of Commissioners

Attest:

_________________________________
Stacy A Moyer, Clerk to the Board of Commissioners

STATE OF _______________________

COUNTY OF _____________________

I, ________________________________, a Notary Public of ________________________ County, State of __________________________, certify that Stacy A Moyer personally appeared before me this day and acknowledged that he/she is Clerk to the Board of Commissioners of COUNTY OF DAVIE, a unit of local government for the State of North Carolina, and that by authority duly given and as the act of said unit of local government, the foregoing EASEMENT was signed in its name by its Chairman of Board of Commissioners, sealed with its official seal, and attested by herself/himself as its Clerk to the Board of Commissioners.

Witness my hand and notarial seal, this ____ day of ______________________, 20_____.

(Notary Seal)

Notary Public: _____________________________

Commission expires: ________________________

For Grantee's Internal Use:
Work Order #: 43454501

# DAVIE COUNTY, NORTH CAROLINA
# BOARD OF COUNTY COMMISSIONERS

**Agenda Item Details:**

**Date of Meeting:** July 11, 2022

**Department:** Board of Commissioners

**Resource Person:** Stacy A. Moyer

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**ISSUE/ACTION REQUESTED:**
Proclamation - Designation of July as Parks & Recreation Month

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**BACKGROUND/PURPOSE OF REQUEST: Proclamation - Designation of July as Parks & Recreation Month**

**FISCAL IMPACT:** n/a

**COUNTY MANAGERS; RECOMMENDATION:**
<County Manager Comments Here>

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**ATTACHMENTS:**
Proclamation - July-National Park and Recreation Month '22

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 by providing space for popular sports, hiking trails, splashpads, and many other activities; 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 ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors, and

WHEREAS recreation and parks is essential and adaptable infrastructure that makes our communities resilient; 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, James Blakely, Chairman to the Davie County Board of Commissioners, hereby proclaim the month of July 2022 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 11th day of July, 2022

James Blakely
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 11, 2022

**Department:** Board of Commissioners

**Resource Person:** Stacy A. Moyer

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**ISSUE/ACTION REQUESTED:**
Farmington Meat Processing, LLC

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**BACKGROUND/PURPOSE OF REQUEST: Farmington Meat Processing, LLC**

**FISCAL IMPACT: n/a**

**COUNTY MANAGERS; RECOMMENDATION:**
<County Manager Comments Here>

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**ATTACHMENTS:**

# DAVIE COUNTY, NORTH CAROLINA
# BOARD OF COUNTY COMMISSIONERS

**<u>Agenda Item Details:</u>**

**Date of Meeting:** July 11, 2022

**Department:** Board of Commissioners

**Resource Person:** Stacy A. Moyer

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**ISSUE/ACTION REQUESTED:**
Closed Session Pursuant to NCGS 143.318.11(A)(6) to Consider the Qualifications, Competence, Performance, Character, Fitness, Conditions of Appointment, or Conditions of Initial Employment of an Individual Public Officer or Employee or Prospective Public Officer or Employee; ?Or to Hear or Investigate a Complaint, Charge, or Grievance by or Against an Individual Public Officer or Employee.

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**BACKGROUND/PURPOSE OF REQUEST: Closed Session Pursuant to NCGS 143.318.11(A)(6)**

**FISCAL IMPACT: n/a**

**COUNTY MANAGERS; RECOMMENDATION:**
<County Manager Comments Here>

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**ATTACHMENTS:**