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

Interim County Manager
Michael M. Ruffin
Brock Performing Arts Center
622 N Main Street
Mocksville, NC 27028
May 3, 2021 6:00 PM

MINUTES
Regular Meeting

1. Meeting Called to Order - Chairman Renegar

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

2. Invocation

The Invocation for this evening's meeting was offered by Commissioner Jones.
3. Pledge of Allegiance - The Pledge of Allegiance was led by Chair Renegar.

4. Ethics & Conflicts Disclosure

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

5. Adopt Agenda

A motion was made by Commissioner Finney to move item H(1), Priority Dispatch System Implementation Agreement, from the consent agenda and add it to "New Business". This motion was seconded by Commissioner Jones. All were in favor and the motion passed 5-0 (Renegar, Blakley, Finney, Jones, Poindexter).

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

6. Public Comment Period

One person has signed up to speak during Public Comment:

1) Matt Johnson - vaccine passport - who is a citizen of Davie County, discussed that he feels the people of Davie County need the Commissioners' help with companies that are requiring their staff to receive the Coronavirus vaccine. Mr. Johnson does not want to take the vaccine,

nor does he want his family to be required to take the vaccine either. Mr. Johnson stated there are many citizens who are being forced to take this experimental vaccine in order to continue their employment. He also stated Henderson County is no longer going to comply with mask mandate.

1. Public Comment Period Rules

7. Presentations

There were two presentations this evening:

1) Recognition of Retiring Employee - Steve Frye - e911 Communications Director, Rodney Pierce, recognized Telecommunicator, Steve Frye for his 33+ years of service to the citizens of Davie County. Steve has experienced many changes and challenges throughout his career with Davie County. His service and dedication to this County has been appreciated. Director Pierce stated that when Telecommunicators conclude their careers in e911, they hang up their headset. Mr. Frye was presented with a plaque that has a place on it for Steve to hang up his headset.

2) Issues Involving Chapter 114 - Ambulance Franchise - presented by Brian Byrd, Emergency Services Director. Mr. Byrd related the Ambulance Franchise history and stated the current ordinance was enacted in 2015. He is seeking permission to enforce the provisions within the ordinance by sending out reminder letters to these companies that are conducting ambulance franchise businesses within Davie County that do not currently have permission to do so. The Commissioners by consensus agreed that Mr. Byrd send reminder letters.

1. Recognition of Retiring Employee - Steve Frye

2. Issues Involving Chapter 114 - Ambulance Franchises

8. Public Hearings

There were three Public Hearings this evening:

1) Recreation and Parks Ordinance 95.069, presented by Paul Moore, Recreation and Parks Director. Mr. Moore stated that the alcohol policy on March 8, 2021, was approved unanimously by the Advisory Board. Mr. Moore then proceeded to discuss the proposed changes to the Recreation and Parks Ordinance:

95.069 Alcohol; drugs.
It shall be unlawful for any person in any park or facility to:
(1) Possess illegal drugs or be under the influence of illegal drugs or be disruptive by virtue of such use.
(2) Possess and/or consume alcoholic beverages; except at and in accordance with the Department alcohol policy as approved by Recreation and Parks Director, Advisory Board, County Manager, Attorney, and Board of Commissioners.

Many questions were asked by the Commissioners of Mr. Moore. These questions included how the permitting process would work, approval and liability, restrictions on where alcohol will be sold and consumed, etc.

The Public Hearing was opened at 6:58 p.m. by Chair Renegar. There was no one present who came forward to speak. The Public Hearing was closed at 6:59 p.m.

Commissioner Poindexter made a motion to defer the vote on this item until the June meeting. Commissioner Jones seconded the motion, and the motion passed 5-0 (Renegar, Blakley, Finney, Jones, Poindexter).

2) Fire and Rescue Protection Ordinance - Emergency Services Director, Brian Byrd - presented the ordinance for providing for the establishment of the office of Davie County Fire Marshal, fire prevention rules and providing for financial assistance to certain Fire Departments and Rescue Agencies in Davie County. Mr. Byrd mentioned there have been many different drafts and many discussions with the fire departments, consultants and other interested parties. A question was raised about wording on page 13, where it states, "do not start fires late at night, midnight to 4 p.m." (clarification will be forthcoming, and it was stated this information is directly from State statute.)

The Public Hearing was opened at 7:10 p.m. There was no one present who came forward to speak. The Public Hearing was closed at 7:11 p.m. Commissioner Finney made a motion to approve the Fire and Rescue Protection Ordinance, subject to verifying the phrase of timing of burning 12 midnight to 4 p.m. Vice Chair Blakley seconded the motion. All were in favor, and the motion passed 5-0 (Renegar, Blakley, Finney, Jones, Poindexter).

3) Zoning Text Amendment 2021-01: Use Requirements - Andrew Meadwell, Development and Facilities Services Director, reviewed the proposed changes:

The Board reviewed a text amendment to the Zoning Ordinance in sections 155.120, 155.125, 155.147, 155.160, and 155.171 regarding use requirements. The purpose of this text amendment is to combine the I-1, I-2, and I-3 zoning districts into a single General Industrial (GI) zoning district. The I-4 district will be renamed to the Heavy Industrial (HI) district. The Table of Uses will be relabeled to delete I-1,2,3 and replaced with GI. The text amendment edits the definition of Manufacturing B by moving the use “paper manufacturing” to the higher intensity Manufacturing C category. The use, outdoor shooting range, will be moved from I-1 to the HI zoning district with the issuance of a Special Use Permit granted by the Board of Adjustment. No other uses in the table are being changed. The landscaping and zoning district sections of the Zoning Ordinance will be also be relabeled to reflect the new GI and HI zoning districts.

The Public Hearing was opened at 7:16 p.m. There was no one present who came forward to speak. The Public Hearing was closed at 7:17 p.m. Commissioner Jones made a motion to approve the amendment, as it promotes public health, safety and general welfare; is consistent with all applicable adopted plans and considers the action to be reasonable and in the public interest; that said approval furthers the goals, objectives, actions and policies of the Land Development Plan and Growth Enhancement Strategy by clarifying industrial uses and standards

from a ranking system to a simpler classification system. Commissioner Finney seconded the motion. All were in favor, and the motion passed 5-0 (Renegar, Blakley, Finney, Jones, Poindexter).

1. Davie County Recreation and Parks Ordinance 95.069
2. Fire and Rescue Ordinance
3. Zoning Text Amendment 2021-01: Use Requirements

9. Consent Agenda

Item H1 "Priority Dispatch System Implementation Agreement was moved to New Business."

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

A. Approval of Minutes
    1. Board of Commissioners - Regular Meeting - Apr 5, 2021 6:00 PM
B. Tax Reports, Releases and Refunds
    1. Releases, Refunds, and Percentage Reports
C. Appointments

1. Planning Board Re-Appointment (Regular Member) - Alan Miller
2. Board of Adjustment Re-Appointments (Regular Member) - Marty Carter, Tim Hendrix

D. Budget Amendments/Transfers
    1. Budget Amendments - May 2021
E. Equipment Deletions

The Funding of Outside Recreation Agencies

1. Fixed Asset Deletions - Health Department

F. Resolutions

1. Davie/Yadkin County Line Project

G. Proclamation

1. Proclamation - Older Americans Month

H. Contract

1. Foster Care Reinvestment Agreement

10. Old Business

There was no Old Business discussed this evening.

11. New Business

Funding Outside Recreation Agencies - County Manager, David Bone, asked the Commissioners to discuss:

(1) Do Commissioners want staff to direct **all** future outside recreation agency funding requests to the Community Recreation grant program? The consensus was yes.
(2) What level of funding is desired for the Community Recreation grant program? The general consensus was to increase funding.

Commissioner Jones mentioned he desired for the Davie Little League to be granted monies that they would not have to pay back. Commissioner Poindexter suggested the possibility of using a grant program to incrementally consider forgiving a portion of the loan through a grant application.

2) Priority Dispatch System Implementation Agreement was discussed by E911 Communications Director, Rodney Pierce. Mr. Pierce stated in 2000, Davie County began the emergency dispatch medical portion of the software. This software upgrade will include standardization of call taking, safe prioritization of responses, a certified program, quality improvement procedures and measures, reduction of liability, and accreditation. This additional Emergency Fire Dispatch (EFD) and Emergency Policy Dispatch (EPD) software will also assist in ISO points for fire insurance purposes.

A motion was made by Commissioner Jones to approve the agreement for Priority Dispatch System Implementation. Commissioner Finney seconded the motion. All were in favor, and the motion passed 5-0 (Renegar, Blakley, Finney, Jones, Poindexter).

1. Discussion - Funding for Outside Recreation Agencies

2. Priority Dispatch System Implementation Agreement

12. County Manager's Report

County Manager, David Bone, offered the following report:

- Congratulations to Telecommunicator Steve Frye on his retirement. 33 years is a long service for a Telecommunicator, and we are thankful to Steve for his service to the community.

- Davie County continues to perform well with COVID vaccinations. According to NC's COVID-19 dashboard (available at <https://covid19.ncdhhs.gov/dashboard/vaccinations>) on May 3rd, 39.1% (16,742 people) of the Davie County population has received at least a first vaccine dose through NC providers and the federal pharmacy programs, while 33.7% (14,419) of the population is fully vaccinated. The state averages are 39.3% for at least partially vaccinated and 32.8% for full vaccinations.

- As of April 29th, Davie County is now a "Yellow" County in North Carolina's County Alert System. The COVID-19 County Alert System gives individuals, businesses and community organizations, and public officials a tool to understand how their county is faring and to make decisions about actions to take slow the spread of the virus.

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

- The percent positive rate is between 5% and 7.9%, or there is a moderate impact on county hospital(s). Davie County has a 6.4% positive rate.

- Davie County continues perform well with vaccinations.

- The numbers of participants in the drive-through clinics is going down.

- We will have the second shot drive-through clinic on Wednesday, May 5th, and we will not have a clinic on Friday, May 7th.

- Davie County will be transitioning to administration of vaccines by appointment. Folks who want to make an appointment should call 336-753-6779.

- As of May 3rd, Davie County had 4,055 total lab-confirmed COVID cases, 70 active cases, 1 current hospitalization and 51 deaths.

- Davie County staff continues to have ongoing dialogue with Cardinal Innovations, its plan of action, and issues / progress in service delivery.

- County staff recently learned Justin Malone will be in the liaison position between Cardinal and Davie County Social Services. The liaison will participate in consultations regarding children who are involved with Child Protective Services or in-home services.

- The State of NC is continuing its efforts to transition to a managed care model for Medicaid. **Open enrollment runs until May 14th. Medicaid members on the Standard Plan who do not go through open enrollment will be assigned to one of the four managed care providers.**

- The NC Medicaid enrollment website, <https://ncmedicaidplans.gov/?mc_cid=271dd81b12&mc_eid=764de28299> will assist

beneficiaries in choosing a primary care provider (PCP) and a health plan for their families' care. The NC Medicaid Enrollment Call Center number is 833-870-5500.

- Health & Human Services Director Suzanne Wright reports HHS has received a grant award of $108,000 from the Community Health program. This grant was submitted in partnership with Kintegra, which is a Federally Qualified Health Center (FQHC). The grant will help fund HHS's planned adult primary care and pharmacy programs.

- As you recall, the Community Paramedic Program began as a partnership between EMS & HHS last year. The initial grant-funded focus was to respond to opioid abuse patients. The team visited patients and families to provide wellness checks and to provide treatment resources. The program has now been expanded - staff members are making home visits for many different health issues.

- The Board of Equalization and Review adjourned April 27, 2021. As per North Carolina General Statute, the adjournment closes the appeal process for new real property appeals for 2021. The Board of E & R will continue to meet to hear citizens appeals filed prior to the adjournment. Staff is currently working with the appellants to get information pertaining to the filed appeals.

- **Davie County** received notification in the last few weeks about an EDA fiber optic grant for Yadtel. The award includes:
    - Federal share of $1,942,916
    - Total Estimated Cost of $2,428,645

- The proposed scope of work for this project involves expansion of Yadtel's existing fiber network into geographically non-contiguous communities that lack access to high speed broadband services. The project involves the installation of over 100 miles of fiber optic cable.

- A Request for Qualifications (RFQ) for Architectural and Engineering Services for a new detention center has been released. Proposals are due May 6th.

- Staff continues to work on the development of the FY 2021-22 Budget. We are planning briefings of the draft budget for Commissioners. A public hearing on the proposed budget will be held at the June 7th Board of Commissioners meeting.

13. Commissioners' Comments

The Commissioners offered the closing comments and thanked all who attended this meeting. Congratulations were offered to retiring Telecommunicator, Steve Frye.

14. Closed Session

A motion was made at 8:04 p.m. by Vice Chair, James Blakley, to enter into Closed Session pursuant to NCGS 143.318.11(a)(5): To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (I) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract, and NCGS 143.318.11 (a)(3): To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body. Commissioner Poindexter seconded the motion. All were in favor, and the motion passed 5-0 (Renegar, Blakley, Finney, Jones, Poindexter).

Commissioner Poindexter made a motion to enter back into regular session at 9:11 p.m. Commissioner Finney seconded the motion. All were in favor, and the motion passed 5-0 (Renegar, Blakley, Finney, Jones, Poindexter).

1. Closed Session Item Pursuant to NC GS 143.318,11(A)(5) to Establish, or to Instruct the Public Body's Staff or Negotiating Agents Concerning the Position to be Taken by or on Behalf of the Public Body in Negotiating (I) the Price and Other Material Terms of a Contract or Proposed Contract for the Acquisition of Real Property by Purchase, Option, Exchange, or Lease; or (Ii) the Amount of Compensation and Other Material Terms of an Employment Contract or Proposed Employment Contract.

2. Closed Session Item Pursuant to 143-318.11(A)(3) to Consult with an Attorney Employed or Retained by the Public Body in Order to Preserve the Attorney-Client Privilege Between the Attorney and the Public Body.

15. Adjourn

Commissioner Poindexter made a motion to adjourn this evening's meeting at 9:13 p.m. Vice Chair Blakley seconded the motion, and the motion passed 5-0 (Renegar, Blakley, Finney, Jones, Poindexter).

DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: May 3, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:
Public Comment Period Rules

BACKGROUND/PURPOSE OF REQUEST: Public Comment Period Rules

FISCAL IMPACT: n/a

COUNTY MANAGERS; RECOMMENDATION:
<County Manager Comments Here>

ATTACHMENTS:
Public Comment Period Rules 10052020

PUBLIC COMMENT PERIOD RULES

Revised: October 5, 2020

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

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

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

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

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

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

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

Attachment: Public Comment Period Rules 10052020 (Public Comment Period Rules)

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.

Attachment: Public Comment Period Rules 10052020 (Public Comment Period Rules)

DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: May 3, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:
Recognition of Retiring Employee - Steve Frye

BACKGROUND/PURPOSE OF REQUEST: Recognition of Retiring Employee - Steve Frye

Steve started with Davie County in the 911 Department in a part-time role in 1987. He was promoted to full-time in 1988. Since 1988, he has had continuous service, achieving perfect attendance for many years. Steve is retiring with 33+ years of service as a 911 Telecommunicator in Davie County.

Job expectancy average for a 911 Telecommunicator is only about 5 years. Steve's 33 years of service speaks volumes about his character and dedication to Davie County. Steve has served the county and its citizens with compassion and distinction throughout these years.

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: May 3, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:
Issues Involving Chapter 114 - Ambulance Franchises

BACKGROUND/PURPOSE OF REQUEST: Issues Involving Chapter 114 - Ambulance Franchises

Presentation from Emergency Services Director Brian Byrd to advise the Board of Commissioners of a letter drafted to be sent to ambulance companies that may want to operate in Davie County. The letter was drafted by Emergency Services Director Brian Byrd and County Attorney Ed Vogler.

The letter advises the companies that the Davie County Code of Ordinance prohibits any ambulance provider from operating in Davie County without an approved franchise agreement. The letter also provides notice that a violation of Section 114.02 of this ordinance shall constitute a misdemeanor punishable by a fine of not more than $50.00 or imprisonment of not more than 30 days.

A copy of this ordinance is also attached.

FISCAL IMPACT: Unknown

COUNTY MANAGERS; RECOMMENDATION:
<County Manager Comments Here>

ATTACHMENTS:
Franchise Letter

Chapter 114 - Code of Ordinances - Ambulance Service

Davie County Emergency Services
Emergency Management | Emergency Medical Services | Fire Marshal
114 Dr. Slate Drive | Mocksville, NC 27028 | 336.753.6160
Brian Byrd, Directo

Joseph Ashburn
QM Coordinator / Medical Examiner
jashburn@daviecountync.gov

Brent Crotts
Operations Chief / Medical Examiner
bcrotts@daviecountync.gov

Andrew Drye
Medical Examiner
adrye@daviecountync.gov

Cameron Webb
Fire Marshall
cwebb@daviecountync.gov

Chief Operating Officer (Various)

The Davie County Code of Ordinance prohibits any ambulance provider from operating in Davie County without an approved franchise agreement. *[See Chapter 114, Code of Ordinance]* These details are available through the Davie County website. Davie County Code of Ordinance, Chapter 114 describes ambulance as "any motor vehicle equipped with facilities therein to transport injured or infirm person, on call or demand, accepting patients and transporting them from a point in the county". Pursuant to Section 114.02 of this Ordinance, "no person shall operate or cause to be operated an ambulance within the county without first having applied for and obtaining a franchise from the Board of Commissioners authorizing such operation".

Pursuant to Section 114.99 of the Davie County Code of Ordinance, a violation of Section 114.02 shall constitute a misdemeanor punishable by a fine of not more than $50.00 or imprisonment of not more than 30 days. Each day the violation continues shall constitute a separate offense. The County Manager is hereby empowered to seek a court order to enjoin the violation of Section 114.02.

Please familiarize yourself with this ordinance and comply with these provisions.

Respectfully,

Brian Byrd
Director
Davie County Emergency Services

Attachment: Franchise Letter (Issues Involving Chapter 114 - Ambulance Franchises)

Davie County Emergency Services
Emergency Management | Emergency Medical Services | Fire Marshal
114 Dr. Slate Drive | Mocksville, NC 27028 | 336.753.6160
Brian Byrd, Directo

Attachment: Franchise Letter (Issues Involving Chapter 114 - Ambulance Franchises)

Brian Byrd, Director
bbyrd@daviecountync.gov

CHAPTER 114: AMBULANCE SERVICE

Section

114.01 Definitions

114.02 Franchise required

114.03 Application for franchise

114.04 Granting of franchise

114.05 Term of franchise

114.06 [Reserved]

114.07 Ambulance specifications

114.08 Drivers and attendants; qualifications; prohibited acts

114.09 Standards for communications

114.10 Rules governing general operations

114.11 Authority to fix rates

114.12 Authority to determine the area served by each franchised operator

114.13 Investigation of compliance

114.14 Report calls

114.15 Exemptions

114.99 Penalty

§ 114.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

AMBULANCE. Includes any motor vehicle equipped with facilities therein to transport injured or infirm persons, on call or demand, accepting patients and transporting them from a point in the county; however, this shall not be construed to include any taxicabs or any taxi services.

ATTENDANT. Any state EMT level of certification.

BOARD. The Board of County Commissioners of this county.

CALL or ***RUN.*** The act of progressing with an ambulance to the scene of need and transporting a patient to his or her destination.

DRIVER. Any state EMT level of certification.

EMERGENCY MISSION. The operation of an ambulance to the scene where a person is in dire need of medical attention and the transporting of the patient to a medical facility.

OWNER. Any person to whom a franchise for the operation of an ambulance(s) has been granted.

PATIENT. Any person being transported to medical attention or from medical attention in an ambulance.

PERSON. Any individual, partnership, association, corporation, or other organization owning, operating, or proposing to operate an ambulance(s) within this county.

(1996 Code, § 95.01) (Ord. passed 9-21-1998)

§ 114.02 FRANCHISE REQUIRED.

No person shall operate or cause to be operated an ambulance within the county without first having applied for and obtaining a franchise from the Board Commissioners authorizing such operation. Nor shall any person operate or cause to be operated an ambulance within the county after revocation or during suspension of his or her franchise.

(1996 Code, § 95.02) (Ord. passed 9-21-1998) Penalty, see §114.99

§ 114.03 APPLICATION FOR FRANCHISE.

All persons applying to the Board for franchise for the operation of one or more ambulances shall file with the Board a

Attachment: Chapter 114 - Code of Ordinances - Ambulance Service (Issues Involving Chapter 114 - Ambulance Franchises)

sworn application therefor, stating as follows:

(A) Name and address of the owner, and in the event that the owner be a corporation, a certified copy of the articles of incorporation;

(B) The number of vehicles actually owned and the number of vehicles actually operated by such owner on the date of such application, if any;

(C) The net worth of the owner or applicant over and above all debts, judgments, claims, and demands whatsoever;

(D) Whether there are any unsatisfied judgments of record against such owner, and if so, the titles of all actions and the amount of all judgments unsatisfied;

(E) The make, type, year of manufacture, serial number, and equipment therein for each ambulance owned or operated or proposed to be operated by the applicant for a franchise;

(F) Court record, if any, of the applicant; provided that if applicant is a corporation, the court record, if any, of the officers, directors, and supervising employees thereof, including general manager or director;

(G) Whether there are any liens, mortgages, or other encumbrances on such ambulances, and if so, the amount and character thereof; and

(H) Such other information as the Board may in its discretion require.

(1996 Code, § 95.03) (Ord. passed 9-21-1998)

§ 114.04 GRANTING OF FRANCHISE.

(A) *Hearing on application.* Upon receipt of application for franchise, the Board shall fix a time and place for hearing the applicant. No franchise shall be granted unless the Board shall find, after hearing, that the public convenience and necessity require the proposed ambulance service. In determining whether the public convenience and necessity require the operation of the ambulance(s) for which application for franchise is made, the Board will consider and investigate the statements made in the application, the adequacy of the existing ambulance service, the financial responsibility, experience, and character of the applicant, the public need for additional service, the ability of existing holders of certificates to provide any necessary additional service, and any other factors pertinent to such determination.

(B) *Issuance of franchise.* On finding that the public convenience and necessity require the proposed ambulance service, the Board shall grant to the applicant a franchise on the terms and conditions described by this chapter, provided:

(1) The applicant shall have complied with all the provisions of this chapter;

(2) The ambulance(s) proposed to be operated under said franchise shall be found to meet the requirements of the rules and regulations governing ambulance service adopted by the State Department of Human Resources or a representative thereof;

(3) There are no unsatisfied judgments of record against the applicant; and

(4) The court record, if any, of the applicant is such as would conform to the public interest on granting of this franchise.

(1996 Code, § 95.04) (Ord. passed 9-21-1998)

§ 114.05 TERM OF FRANCHISE.

In order that any applicant granted a franchise may justify the capital investment essential to the adequate and efficient ambulance service required in the public interest, the term of any franchise granted shall be three years; provided, that any franchise granted may be suspended or revoked by the Board, after a hearing held upon 30 days' notice to any franchise holder for failure to comply with any provision of this chapter. If, upon such hearing, the Board shall find that the franchise holder has corrected any deficiencies, and has brought himself or herself into compliance with the provisions of this chapter, the franchise shall not be suspended or revoked. No franchise granted may be sold, assigned, or transferred or in any way vest in any person other than the applicant to whom the franchise is granted.

(1996 Code, § 95.05) (Ord. passed 9-21-1998)

§ 114.06 [RESERVED].

§ 114.07 AMBULANCE SPECIFICATIONS.

All vehicles used as ambulances shall conform to the specifications and requirements adopted by the State Department of Human Resources or a representative thereof.

(1996 Code, § 95.07) (Ord. passed 9-21-1998)

§ 114.08 DRIVERS AND ATTENDANTS; QUALIFICATIONS; PROHIBITED ACTS.

(A) *Qualifications.* No person shall be employed or act as an ambulance driver or attendant unless such person shall meet the qualifications adopted by the State Department of Human Resources or representatives thereof.

(B) *Prohibited acts.* Any person employed or acting as a driver or attendant is hereby forbidden to commit or cause to be committed any of the following acts:

(1) To drive while under the influence of alcohol or other drug, or to drink any alcoholic beverage or take any drug, while on call;

(2) To smoke while inside the patient compartments, while the ambulance is moving or standing; or to smoke anywhere inside an ambulance which does not have separate patient and driver compartments while the ambulance is moving or standing;

(3) To move any patient if there is a suspicion of foul play without first notifying a law enforcement officer, unless necessary to preserve life or limb;

(4) To recommend to anyone a particular funeral home to handle a deceased person;

(5) To use profanity in the presence of patient, the patient's family, or any bystander;

(6) To commit or cause to be committed an assault or battery on any bystander, unless necessary in defense of a patient or in self-defense; or

(7) To drive, or cause to be driven, any ambulance at speed greater than necessary without due regard for the safety of others.

(C) *Emergency; EMT required.* Every ambulance on an emergency mission in the county shall be occupied by at least one emergency medical technician, EMT/I, EMT/AT, or EMT/P.

(D) *Non-emergency; EMTs required.* Every ambulance transporting patients under conditions other than emergency run conditions shall be occupied by at least two emergency medical technicians.

(1996 Code, § 95.08) (Ord. passed 9-21-1998) Penalty, see §114.99

§ 114.09 STANDARDS FOR COMMUNICATIONS.

(A) Each ambulance shall be equipped with a two-way VHF radio licensed by the Federal Communications Commission which must be in operative condition at times. The radio must be compatible to the County EMS System. The frequency of the channels shall be 155.280, 155.340, and 155.265. 154.370 mobile phone must be equipped in all ambulances and they must have a different primary frequency for their operation.

(B) Each ambulance service shall provide the Board a copy of the Federal Communications Commission license authorizing the use of the communication equipment owned and operated by the service.

(1996 Code, § 95.09) (Ord. passed 9-21-1998)

§ 114.10 RULES GOVERNING GENERAL OPERATIONS.

(A) *Operating rules.*

(1) No person shall operate a motor vehicle as an ambulance unless such vehicle has been registered in accordance with the laws of this state, and all required licenses and permits have been obtained.

(2) Every ambulance shall be operated in accordance with laws and ordinances of this state and county governing of emergency vehicles.

(B) *Ambulance insurance required.* Every owner operating ambulances under a franchise shall submit to the Board evidence of public liability and property damage insurance in force with an insurance company licensed to conduct business in this state, or shall enter into bond with a personal or corporate surety, in the following amounts:

Bodily injury	$500,000 per person
Property damage	$500,000 per accident

(C) *Liability insurance required.* Every owner operating ambulances under a franchise shall submit to the Board evidence of public liability insurance in force with an insurance company licensed to conduct business in this state, covering the acts of the ambulance attendants in an amount not less than $500,000.

(1996 Code, § 95.10) (Ord. passed 9-21-1998)

§ 114.11 AUTHORITY TO FIX RATES.

The Board in its discretion shall have the authority to fix and change from time to time reasonable charges for franchised ambulance service.

(1996 Code, § 95.11) (Ord. passed 9-21-1998)

§ 114.12 AUTHORITY TO DETERMINE THE AREA SERVED BY EACH FRANCHISED OPERATOR.

The Board in its discretion shall have the authority to fix and change from time to time the areas that may be served by each franchised operator.

(1996 Code, § 95.12) (Ord. passed 9-21-1998)

§ 114.13 INVESTIGATION OF COMPLIANCE.

(A) *Agent to investigate.* The Board shall have the authority to appoint the County EMS Director to make inspections of ambulances and ambulance services to aid the Board in determining compliance with this chapter and of investigating alleged violations of this chapter.

(B) *Inspections of ambulances.* Any person holding a franchise shall allow the County EMS Director at any time to inspect its ambulances, all records kept in connection with the operation of the ambulance or ambulance service, all equipment used in connection with the operation of the ambulances or ambulance service, or any other material or thing necessary to determine compliance with this chapter or to investigate alleged violations of this chapter.

(1996 Code, § 95.13) (Ord. passed 9-21-1998)

§ 114.14 REPORT CALLS.

(A) Each franchised operator shall report the number of calls and/or runs during the month by the fifth day of the following month to the County EMS Director or his or her designated agent.

(B) The report shall be in writing and contain the following:

(1) The number of emergency calls, times, and date;

(2) The number of non-emergency calls; and

(3) The total number of calls.

(1996 Code, § 95.14) (Ord. passed 9-21-1998)

§ 114.15 EXEMPTIONS.

Vehicles owned and operated by the following are excluded from the operation of this chapter:

(A) Vehicles owned by the State of North Carolina;

(B) Vehicles owned by the United States of America;

(C) Ambulances or ambulance services which are requested by the County EMS Director to provide assistance in the event of a disaster or under mutual aid agreements;

(D) Ambulances owned and operated by the County of Davie are exempt from §§114.02 - 114.05.

(1996 Code, § 95.15) (Ord. passed 9-21-1998; Am. Ord. passed 4-6-2015)

§ 114.99 PENALTY.

(A) It shall be the duty of the owner to see that the provisions of this chapter are observed.

(B) (1) The violation of § 114.02 shall constitute a misdemeanor punishable by a fine or not more than $50 or imprisonment of not more than 30 days. Each day's continuing violation shall constitute a separate offense.

(2) The County Manager is hereby empowered to seek a court order to enjoin the violation of §114.02 of this chapter.

(1996 Code, § 95.99) (Ord. passed 9-21-1998)

Attachment: Chapter 114 - Code of Ordinances - Ambulance Service (Issues Involving Chapter 114 - Ambulance Franchises)

DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: May 3, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:
Davie County Recreation and Parks Ordinance 95.069

BACKGROUND/PURPOSE OF REQUEST: Davie County Recreation and Parks Ordinance 95.069

FISCAL IMPACT: n/a

COUNTY MANAGERS; RECOMMENDATION:
<County Manager Comments Here>

ATTACHMENTS:
DCRP Alcohol Policy 21.02.04-v 1.3dbb-eev v1.43-pam v1.5

2021-04-12 Notice of Public Hearing - DC Recreation and Parks Ordinances...

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

Attachment: DCRP Alcohol Policy 21.02.04-v 1.3dbb-eev v1.43-pam v1.5 (Davie County Recreation and Parks Ordinance 95.069)

Alcohol Policy — Approved by DCRP Advisory Board: March 8, 2021

Purpose

The purpose of this policy is to establish regulated guidelines related to the service, sale, and/or consumption of alcoholic beverages on Davie County Recreation and Parks-(herein referred to as "DCRP") premises.

Definitions

A. Alcoholic Beverage: means any beverage containing an intoxicant or inebriant, including, but not limited to, fortified and unfortified malt beverages, wine, and cider products. Alcoholic Beverage does not include Liquor as defined in sub-paragraph D below.

B. DCRP Facilities: include indoor and outdoor spaces, parks, recreation centers, stadiums, or premises.

C. Intoxicated: means to become stupefied, stimulated, or excited by action of a chemical substance, such as drinking an alcoholic beverage and/or after consuming an alcoholic beverage registering at least a .08 on an ALCO-SENSOR test.

D. Liquor: means an alcoholic beverage consisting of a distilled spirit other than fortified and unfortified malt beverages, wine, and cider products.

E. Recreation and Parks Director: means the Director of the Davie County Recreation and Parks Department or the Director's designee(s).

F. Renter(s): means the responsible individual(s), group, business, or organization renting or leasing DCRP facilities.

G. Special Event Permit: means an agreement between the special event renter(s) and Davie County, which shall be in the form of a Davie County Recreation and Parks issued Special Event Application.

Objective

The Information included in this policy is intended as a general overview of "best practices" to serve and/or sale alcoholic beverages at community events offered by DCRP and/or renter(s) of DCRP facilities. All contents of this policy are provided strictly as a courtesy and in no way should be construed as the final authority with respect to laws, rules, ordinance, regulations or other guidance related to the possession, sales, service, use or other handling of alcoholic beverages. It is the sole responsibility of any user(s) of this policy to contact the appropriate legal or regulatory entities, whether state or local, for the most up-to-date and accurate information.

Policy

DCRP understands there are events and activities that take place where participants will find it desirable to both possess and responsibly consume alcoholic beverages. To

better help understand the requirements in place at DCRP facilities, the following policy is adopted herein:

Requirements:

A. The possession and personal consumption of alcoholic beverages are prohibited at DCRP facilities except during events hosted by DCRP and/or any renter(s) who have an issued Special Event Permit by DCRP. All alcohol must remain in designated areas and be for personal consumption only. All individuals are prohibited from bringing any alcoholic beverage into the DCRP facilities for private consumption except where the individual has a valid issued Special Event Permit.

B. The sale of alcoholic beverages at DCRP facilities are prohibited except during events hosted by DCRP and/or any renter(s) who have an issued Special Event Permit. All alcohol must remain in designated areas as pre-determined by DCRP, and be for personal consumption only.

C. The possession, sale or personal consumption of liquor is strictly prohibited at DCRP facilities.

D. The possession, sale, and personal consumption of alcoholic beverages must follow State Laws including, but not limited to, no consumption by persons under the age of 21, and no consumption outside the designated area(s) included within the limits of the reserved facility. Any individual(s), group, vendor(s), and/or organization found in violation of State Laws regarding the possession or consumption of alcohol with a minor shall be handled by proper Law Enforcement Agencies and may be subject, but not limited, to banishment of DCRP facilities.

E. No alcoholic beverages can be present or consumed during organized youth events. Organized youth events do not include family gathering wherein youth are present but not the primarily reason for the event. Any such event where alcoholic beverages are present or consumed must have the prior approval of the Recreation and Parks Director or his/her Designee.

F. Renter(s) who are issued a Special Event Permit to serve and/or sale alcoholic beverages at their event shall be solely responsible for providing uniformed law enforcement officers at designated area(s) where alcoholic beverages will be served and/or sold and at the entrances and exits to the event area(s).

G. Renter(s) are not permitted to have alcoholic beverages present or consumed within 50 feet of playgrounds or aquatic areas.

H. Glass containers of any kind (alcoholic or non-alcoholic) are prohibited.

Sale (Concession) of Alcoholic Beverages

A. DCRP Facilities: To serve and/or sale alcoholic beverages during an event shall be limited to the designated area(s) within the event area(s) outlined in the Special Event Permit as part of the Alcohol Beverage Service Plan.

B. Vendor(s): All service and/or sales of alcoholic beverages shall be conducted by a designated vendor(s) approved by DCRP; have a Certificate of Liability Insurance, State License to sale and/or serve alcoholic beverages, and all necessary permitting on file fourteen (14) days prior to the event.

Attachment: DCRP Alcohol Policy 21.02.04-v 1.3dbb-eev v1.43-pam v1.5 (Davie County Recreation and Parks Ordinance 95.069)

C. Prohibition: The sale of alcoholic beverages shall be prohibited during any event attended by children (under age 21), unless otherwise approved by the Recreation and Parks Director or the Director's Designee(s).

D. Beginning Sales and/or Service: The sale and/or service of alcoholic beverages shall only begin during approved event times as specified in the Special Event Permit.

E. Cessation of Sales and/or Service: The sale and/or service of alcoholic beverages shall cease at least one (1) hour before the official end of the event as specified in the Special Event Permit.

Indemnification

Renter(s) permitted to serve, sale, and/or consume alcoholic beverages in accordance with an approved Special Event Permit during the event shall be required to indemnify and hold harmless the County, its officers, agents, employees and volunteers, from any and all claims for liability (including travel to and from) arising directly or indirectly from the serve, sale and/or consumption of alcoholic beverages during that event. The Certificate of Liability Insurance acceptable to the County shall be required to cover the indemnification obligation. DCRP reserve the right to deny any Special Event Application.

Insurance

An entity authorized to serve and/or sale alcoholic beverages at an event shall provide DCRP with a Certificate of Liability Insurance, including additional coverage to serve and/or sale alcoholic beverages at the event. General liability coverage per occurrence must be a minimum of $2,000,000.00 and aggregate of $4,000,000.00. The County of Davie, NC, shall be named as an additional loss-payee on said policy. Any additional insurance policy requirements over and beyond aforementioned limits will be determined by the County on a case-by-case basis. Proof of such insurance coverage shall be submitted at least fourteen (14) days prior to the date of the event to RecTeam@daviecountync.gov and approved by DCRP prior to issuance of a Special Event Permit.

Alcoholic Beverage Service Plan

The renter(s) shall provide DCRP, by the date specified in the Special Event Permit, with an Alcoholic Beverage Service Plan, which includes a map showing the designated service area(s) within the event area(s) and a list of dates and times alcoholic beverages will be served and/or sold. The Alcoholic Beverage Service Plan must include all of the following in order to be considered for a Special Event Permit.

A. **Security:** The renter(s) shall require uniformed law enforcement officers monitor the entrances and exits of the designated service area(s) to ensure alcoholic beverages are not brought into or taken out of the event area(s). Law enforcement officers shall be authorized to prohibit the service and/or sale of alcoholic beverages to any person who appears intoxicated. Such person(s) may also be ordered by law enforcement officers to immediately leave the premises. Security requirements will be determined by law enforcement and will be based on the location, size and type of event.

B. **Training:** Vendors issued a State of North Carolina license to serve and/or sale alcoholic beverages shall ensure staff are properly trained to serve and/or sale alcoholic beverages in accordance with the all present North Carolina laws and statutes.

Attachment: DCRP Alcohol Policy 21.02.04-v 1.3dbb-eev v1.43-pam v1.5 (Davie County Recreation and Parks Ordinance 95.069)

C. **Servers:** Vendor staff serving and/or selling alcoholic beverages shall not consume alcoholic beverages immediately before, during, or following the event. Any vendor staff violating this policy shall be immediately dismissed by DCRP Director or his/her designee and/or the renter(s) and immediately shall be ordered to leave the premises by law enforcement officers on duty. Vendor staff shall be responsible, at the time an alcoholic beverage is requested, for verifying the person making the request is of legal drinking age as required by law. If, for any reason, picture identification evidencing proof of legal drinking age cannot be provided upon request, alcoholic beverage service shall be denied. Vendor staff shall refuse to serve an alcoholic beverage to any person who appears intoxicated.

D. **Signage:** Signs shall be posted at the event notifying the public that all persons must be of legal drinking age to purchase and/or consume alcoholic beverages at the event. Signs shall be posted notifying the public that the service of alcoholic beverages are limited to two (2) drinks per person per transaction, and that vendor staff reserve the right to refuse to serve any person who appears intoxicated. Designated service area(s) signage should state all possession and consumption must take place within the designated area(s) and no possession or consumption by an individual under the age of 21 is permitted.

ORDINANCES:

Current

95.069 Alcohol; drugs.

It shall be unlawful for any person in any park or facility to:
Possess alcoholic beverages or illegal drugs or be under the influence of alcoholic beverages or illegal drugs or be disruptive by virtue of such use.

Proposed

95.069 Alcohol; drugs.

It shall be unlawful for any person in any park or facility to:

(1) Possess illegal drugs or be under the influence of illegal drugs or be disruptive by virtue of such use.

(2) Possess and/or consume alcoholic beverages; except at and in accordance with the Department alcohol policy as approved by Recreation and Parks Director, Advisory Board, County Manager, Attorney, and Board of Commissioners.

Attachment: DCRP Alcohol Policy 21.02.04-v 1.3dbb-eev v1.43-pam v1.5 (Davie County Recreation and Parks Ordinance 95.069)

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

NOTICE OF PUBLIC HEARING
BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR AMENDMENT OF RECREATION AND PARKS ORDINANCES

NOTICE IS HEREBY GIVEN, pursuant to the requirements of Article 20-B of Chapter 153-A of the General Statutes of North Carolina and Section 10.03 of the Davie County Code of Ordinances, that the Davie County Board of Commissioners will hold a **Public Hearing** in the Auditorium of the Brock Performing Arts Building located at 622 South Main Street, Mocksville, NC on **Monday, May 3, 2021 at 6:00pm** to hear the following requests:

Proposed Ordinances. The Board will hold a public hearing to consider amendments to the Davie County Code of Ordinances titled: Davie County Recreation and Parks Ordinances.

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.

Copies of the proposed Davie County Recreation and Parks Ordinances are available at the Recreation and Parks Department Administrative offices located at Davie County Community Park, 151 Southwood Drive, Mocksville, NC. 27028. Additional information may be directed via telephone at (336) 753-TEAM (8326).

Paul A. Moore, CPRP
Recreation and Parks Director
Davie County Recreation and Parks

####

Attachment: 2021-04-12 Notice of Public Hearing - DC Recreation and Parks Ordinances... (Davie County Recreation and Parks Ordinance

DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: May 3, 2021

Department: County Manager

Resource Person: Robin West

ISSUE/ACTION REQUESTED:
Fire and Rescue Ordinance

BACKGROUND/PURPOSE OF REQUEST: Fire and Rescue Ordinance

This is a public hearing to consider approval of the proposed Fire and Rescue Ordinance.

On October 1, 2018, the Board of Commissioners directed staff to begin working on a fire and rescue contract and ordinance. The contract is complete. It was adopted and signed during 2020.

Attached are:

- The draft ordinance,
- The public hearing notice, and

- A condensed timeline of events on this matter.

COUNTY MANAGERS; RECOMMENDATION:
The County Manager recommends that the Board of Commissioners hold a public hearing and then consider approving the suggested Fire and Rescue Ordinance.

ATTACHMENTS:
MOYER-74-1223346-1

Davie County Fire-Rescue Protection Ordinance 4-14-21 Official

Fire and Rescue Ordinance timeline - 21.05.03

DAVIE COUNTY
ENTERPRISE RECORD
Legal Invoice

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

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

Acct #: 155670
Ad #: 1223346
Insert Dates: 04/22/21, 04/29/21
Tagline: DC-FIRE-RESCUE AND PROTECTION;
Purchase Order #
Amount Due: $125.01

No. 1223346

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR ADOPTION OF FIRE-RESCUE AND PROTECTION ORDINANCE

NOTICE IS HEREBY GIVEN, pursuant to the requirements of Article 20-B of Chapter 153-A of the General Statutes of North Carolina and Section 10.03 of the Davie County Code of Ordinances, that the Davie County Board of Commissioners will hold a **Public Hearing** in the Auditorium of the Brock Performing Arts Building located at 622 South Main Street, Mocksville, NC on **Monday, May 3, 2021 at 6:00pm** to hear the following requests:

Proposed Ordinances. The Board will hold a public hearing to consider amendments to the Davie County Code of Ordinances titled: Davie County Fire-Rescue and Protection Ordinance.

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.

Copies of the proposed Davie County Fire-Rescue and Protection Ordinance are available in the Office of the Clerk to the Board of County Commissioners, 123 South Main Street, Mocksville, North Carolina, 27028.

Stacy Moyer
Clerk to the Board of
County Commissioners
336-753-6005
Publish 04/22, 04/29

Attachment: MOYER-74-1223346-1 (Fire and Rescue Ordinance)

CHAPTER 91: DAVIE COUNTY FIRE, RESCUE AND PROTECTION ORDINANCE

PROVIDING FOR THE ESTABLISHMENT THE OFFICE OF DAVIE COUNTY FIRE MARSHAL, FIRE PREVENTION RULES AND PROVIDING FOR FINANCIAL ASSISTANCE TO CERTAIN FIRE DEPARTMENTS AND RESCUE AGENCIES IN DAVIE COUNTY.

Article 1: General Provisions
91.01 Authority
91.02 Intents
91.03 Purposes
91.04-91.25 Reserved for any future codification

Article 2: Fire Marshal's Office
91.26 Creation of Position
91.27 Duties of the Fire Marshal's Office
91.28 Authority of the Fire Marshal's Office
91.29 Inter-governmental Authority
91.30 Reserved for any future codification

Article 3: Fire Code
91.31 State Fire Code Enforcement
91.32 Permits
91.33 Fees, Cost, and Penalties
91.34 Inspections
91.35 Enforcement Procedures
91.36 Procedure for Designating Fire Lanes
91.37 Obstruction of Fire Stations and Fire Hydrants
91.38 Bonfires and Other Outdoor Fires
91.39 Extinguishment of Fires on Order
91.40 Pyrotechnics
91.41 Fees, Cost and Penalties Schedule
91.42 Adoption of Technical Codes and Standards by Reference
91.43 Recovery of Cost of Fire Suppression
91.44-91.50 Reserved for any future codification

Article 4: Financial Assistance for County Fire and Rescue Protection
91.51 Legal Authority to Fund Fire and Rescue Services
91.52 Fire Protection Districts
91.53 Qualifications for Fire / Rescue Funding – Organization and Structure
91.54-91.60 Reserved for any future codification

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Attachment: Davie County Fire-Rescue Protection Ordinance 4-14-21 Official (Fire and Rescue Ordinance)

Article 5: Miscellaneous Provision
91.61 Conflicting Ordinances, Orders, Rules and Regulations Suspended
91.62 Violations of this Chapter
91.63 Non-Cumulative Provision
91.64 Applicability to Municipal Fire Departments
91.65 Effective Date

Appendices
Appendix A Required Davie County Permits

ARTICLE 1: GENERAL PROVISIONS

91.01. Authority.

This Ordinance is adopted pursuant to the authority contained in Article 11 of Chapter 153A of the General Statutes of North Carolina, subject to any limitations and authority of a county to apply said Ordinance within an incorporated municipality. The County encourages each municipality within Davie County to adopt this Ordinance as their own.

91.02. Intents.

1. It is the intent of this chapter to prescribe regulations consistent with nationally recognized good practice for the safeguarding of life and property within the jurisdiction of the County from the hazards of fire and explosion arising from the storage, handling, and use of hazardous substances, materials and devices, and from hazardous conditions in the use or occupancy of buildings or premises.
2. This chapter shall be deemed an exercise of the police power of the County for the preservation and protection of the public health, safety, and welfare and for enforcement of the North Carolina State Building Code: Fire Code.
3. This chapter shall not be construed to hold the County responsible for any damage to persons or property by reason of the inspection or re-inspection authorized in this chapter or failure to inspect or re-inspect or the permits issued or denied as provided in this chapter or by reason of the approval or disapproval of any equipment authorized herein.
4. Nothing in this chapter shall be construed to conflict with the provisions of the North Carolina General Statutes pertaining to fire prevention; in the event of an ambiguity between this chapter and a provision of the statutes, the latter shall prevail.
5. This chapter shall be known as the Fire, Rescue and Protection Code of Davie County, North Carolina.
6. The services covered under this Ordinance include Fire, Rescue and First Responder services. All references hereinafter made in this Ordinance to Fire and Rescue Protection services shall also include First Responder services.

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Attachment: Davie County Fire-Rescue Protection Ordinance 4-14-21 Official (Fire and Rescue Ordinance)

91.03. Purposes.

The purposes of this Ordinance are to:

1. Establish a program for the prevention of fires and the protection of life and property in Davie County from the damage caused by uncontrolled fire.
2. Establish a means of enforcing the North Carolina State Building Code: Fire Code in Davie County.
3. Aid in the reduction of the cost of fire insurance to the County and its citizens.
4. Establish and define the duties, powers, and authority of the Davie County Fire Marshal's Office in the investigation and prevention of fire and in enforcement of the North Carolina State Building Code: Fire Code.
5. Encourage and establish safe, effective, and well-trained firefighting and rescue organizations.
6. Prevent interference with firefighting and fire prevention activities.
7. Establish authority to collect fees, enforce compliance and assess penalties.
8. Provide for the prudent and fiduciary expenditure of Davie County taxpayer funds for fire, rescue and first responder services.

91.04. – 91.25. Reserved for any future codification.

ARTICLE 2: FIRE MARSHAL'S OFFICE

91.26. Creation of Position.

The Davie County Fire Marshal's Office is hereby established. The County Manager may assign the duties of the Fire Marshal to any employee(s) of the County having other duties. The Fire Marshal's Office shall take direction from the Emergency Services Director.

91.27. Duties of the Fire Marshal's Office.

The Fire, Rescue and Protection code of the County, State and Federal laws and ordinances as they pertain to fire safety and fire prevention, shall be enforced by the Davie County Fire Marshal's Office and/or authorized representatives or as otherwise provided in this chapter.

The Fire Marshal's Office shall have the following duties and authority in fire prevention and code enforcement as permitted in N.C. §153A-234, N.C.G.S. §58-79-20 and N.C.G.S. §58-79-1; including but not limited to:

1. Keep the County Manager and Board of County Commissioners informed of the progress and development of each fire and rescue department providing service to the County and advise the Board of County Commissioners on improvements related to emergency services.
2. Act as liaison between Fire Departments and Rescue Squads that serve Davie County, the County Manager and Board of County Commissioners.
3. Assist fire departments, if requested, in the improvement of insurance ratings.

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Attachment: Davie County Fire-Rescue Protection Ordinance 4-14-21 Official (Fire and Rescue Ordinance)

4. Coordinate training activities for firefighters and rescue personnel if requested.
5. Assist with development of a Fire Prevention Program for Davie County which will be offered to fire departments, schools, industries and the general public.
6. Make all fire prevention inspections, in conjunction with Davie County Development Services, including but not limited to, the periodic inspections and reports of school buildings within the Davie County School District and the inspections of childcare facilities.
7. Perform those duties and activities as set forth in the Davie County Emergency Operations Plan.
8. Serve as Assistant Emergency Management Coordinators for Davie County, as necessary.
9. Assist with fire scene investigations upon request of the officer in charge of the scene of the fire.
10. Perform such other duties and activities as the County Manager may from time to time require of the Fire Marshal's Office.

91.28. Authority of the Fire Marshal's Office.

The Fire Marshal's Office is hereby authorized, subject to review and approval of the County Manager, to promulgate rules, regulations and procedures necessary to enforce this chapter.

1. As authorized by N.C.G.S §58-79-1, the Fire Marshal's Office shall have authority to conduct a fire origin and cause investigation of any fire occurring within Davie County as deemed necessary, or requested by the Officer in Charge of the scene.
2. The Fire Marshal shall manage the day to day operations of Squad 81, using the direction of the County Manager and Emergency Services Director.
3. The Fire Marshal's Office shall have the following inspection authority:
   a. Pursuant to N.C.G.S. §58-79-20 Fire Marshal personnel may enter any building, structure, marine vessel, vehicle or premises (with exception of one and two family dwellings) within the jurisdiction of this Ordinance for the purpose of examination. Should the representative find in any building or upon any premises overcrowding in violation of occupancy limits established pursuant to the North Carolina State Building Code, combustible material or inflammable conditions dangerous to the safety of such building or premises the representative shall order the same to be removed or remedied. The owner or occupant of the building or premises shall comply with the order as soon as feasible.
   b. The County Fire Marshal's Office representative or any fire chief or their authorized representatives of fire departments serving fire protection districts shall have the right to enter any building or premises without permission or warrant in the event of any emergency situation constituting a threat to human life, property or the public safety, for the purpose of eliminating, controlling or abating the dangerous condition or situation. Any person who wrongfully and intentionally denies the representative of the Fire Marshal's Office emergency

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Attachment: Davie County Fire-Rescue Protection Ordinance 4-14-21 Official (Fire and Rescue Ordinance)

entrance or access to a building, facility or premises while performing official duties shall be in violation of this chapter.

4. The Fire Marshal's Office and/or Davie County Development Services are the only entities to make inspections of buildings, institutions, facilities and premises required to be inspected by the North Carolina State Building Code: Fire Code and N.C.G.S. §115C-525(b).
5. Frequency rates for inspections of occupancies as mandated by the NC General Statutes shall supersede any schedule set out in this Ordinance. Nothing in this section shall prevent the Fire Marshal's Office and/or Davie County Development Services from conducting more frequent inspections.
6. Requests for fire alarm testing for government buildings and schools shall be evaluated and approved by the Fire Marshal's Office prior to the testing.
7. The Fire Marshal's Office shall maintain a document providing the specific technical information and requirements for the emergency responder radio coverage system within new and existing structures, as required by the North Carolina State Building Code and/or the North Carolina State Building Code: Fire Code. The document shall contain, but not be limited to, minimum signal strength, the various frequencies required, the location of radio sites, effective radiated power of radio sites, amplification and/or signal booster systems, standby power, and/or battery needs and other supporting technical information. Before installation by the owner, all items shall be discussed for approval and then tested prior to implementation by the Fire Marshal's Office. The Fire Marshal's Office shall have the right to enter onto the property at any reasonable time to conduct field testing to verify the required level of radio coverage.
8. The Fire Marshal's Office and/or Davie County Development Services shall require and evaluate applications and issue any permits it deems advisable for those conditions as prescribed in the North Carolina State Building Code: Fire Code and this chapter. The Fire Marshal's Office and/or Davie County Development Services may refuse or deny the issuance of a permit if all of the conditions of this chapter or other policies and procedures promulgated by him have not been met.

    a. Any person engaged in or desiring to engage in any activity which requires a permit as listed in the North Carolina State Building Code: Fire Code, shall obtain, complete, and file an application with the Fire Marshal's Office and/or Davie County Development Services. Failure to obtain, complete, and file an application shall constitute a violation of this chapter. The Fire Marshal's Office and/or Davie County Development Services is authorized to refuse, deny or revoke any permit sought or granted for non-compliance or violation of this chapter or the technical codes adopted in this chapter by reference.

    b. No person shall maintain, store or handle materials or conduct processes which produce conditions hazardous to life or property or install equipment used in connection with such activities without filing an application and obtaining a permit as required by the Fire Marshal's Office and/or Davie County Development Services and prescribed in the North Carolina State Building Code: Fire Code and this chapter.

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c. Permits shall be renewed on or before the expiration date indicated on the permit. The Fire Marshal's Office and/or Davie County Development Services may require the completion and filing of a new application and inspection.

d. An owner may appeal any refusal, denial, or revocation of a permit to the NC Commissioner of Insurance, pursuant to NCGS 153A-374.

9. The County Fire Marshal's Office and/or Davie County Development Services may charge and collect such fees, and civil penalties as the Board of County Commissioners may authorize and adopt as a part of this chapter. The Fire Marshal's Office and/or Davie County Development Services may also charge and bill users of services, any user fees instituted, and adopted by the Board of County Commissioners. The specific kind of fees and the amount thereof shall be fixed in an annual schedule of fire prevention fees approved by the Board of County Commissioners in coordination with the annual budget ordinance.
10. The County Fire Marshal's Office and/or Davie County Development Services shall have the authority to require the designation of fire lanes and to require owners or occupants to erect all signs necessary to designate an area a fire lane.
11. Removal of obstructions and illegally parked vehicles:

    a. The County Fire Marshal's Office shall have the authority to remove any vehicle found obstructing any fire station, fire hydrant, fire protection equipment, or designated and marked fire lane. Any cost associated with such removal shall be assessed against the owner of the removed vehicle. The owner of such vehicle shall pay all reasonable costs incidental to the removal and storage of the vehicle due for the violation of prohibited parking before regaining possession of the vehicle.

    b. The County Fire Marshal's Office, and/or responding officer of the fire district shall have the authority to remove any vegetation, fencing, or any other objects found to be obstructing fire hydrants.

12. Enforce Code

    a. The Fire, Rescue, and Protection Code of Davie County shall be enforced by the Davie County Fire Marshal's Office and/or Davie County Development Services or as otherwise provided herein.

    b. In enforcing this chapter, the County Fire Marshal's Office and/or Davie County Development Services is authorized to issue notices of violation, corrective or abatement orders, stop-work orders, civil citations, and civil penalties, to ~~cause~~ seek the issuance of criminal summons for misdemeanors, to contact the law enforcement agency with jurisdiction to investigate felony crimes, and to seek injunctive relief from the courts. The Fire Marshal's Office and/or Davie County Development Services shall have the authority to summarily abate any condition that is in violation of any provision of this chapter or the North Carolina State

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Building Code: Fire Code if it presents an immediate fire hazard to life or property.

c. Any cost associated with the enforcement of subsection (a) or (b) above shall be the responsibility of the owner of the property involved, and such cost shall be assessed against the property owner and shall be a lien against the said property until paid in full by the owner.

91.29. Inter-governmental Authority.

The Fire Marshal's Office and/or Davie County Development Services may request and shall receive so far as may be necessary for the discharge of its duties, the assistance and cooperation of other officials of the County and any municipality in the County.

91.30. Reserved for any future codification.

ARTICLE 3: FIRE CODE

91.31. State Fire Code Enforcement.

The NC State Building Code's provisions, which are intended to prevent or limit or lessen or regulate the hazards or damages from fire and the provisions of the North Carolina State Building Code: Fire Code, shall be enforced in Davie County by the Fire Marshal's Office and/or Davie County Development Services. Copies of this Ordinance, the North Carolina State Building Code: Fire Code, and the portions of the Building Code enforced under this provision shall be available for public inspection in the Fire Marshal's Office and/or Davie County Development Services. Any person may obtain copies of non-copyrighted materials upon payment of a reasonable copying charge and at reasonable times during the normal business hours of such offices.

91.32. Permits.

1. **Adoption of Fire Code Permits.** In addition to mandatory operational and construction permits required by the North Carolina State Building Code: Fire Code, Davie County hereby adopts the optional operational and construction permits, as defined by the Code, listed in Appendix A of this Ordinance.
2. **Permit Required.** No person shall construct, maintain, store or handle materials, or conduct processes, systems, or install equipment used in connection with such activities that are regulated by the North Carolina State Building Code: Fire Code without first obtaining a permit from the County of Davie. No person shall engage in any use specifically prescribed in the North Carolina State Building Code: Fire Code unless such person has obtained a permit from the County of Davie. This shall apply in all commercial structures excluding one- and two-family dwellings.
3. **Application.** The Fire Marshal's Office and/or the Davie County Development Services Office shall create a permit application or applications to set forth the information required prior to issuance of a permit as prescribed by the North Carolina State

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Building Code: Fire Code. Such application or applications shall be submitted through the Davie County Development Services Office with remittance of the application fee upon submittal.

4. **Commercial Plan Review.** All submitted applications for construction or operational permits shall be subjected to a fire plan review as it applies to the North Carolina State Building Code: Fire Code, local ordinances, state laws, and/or other regulatory documents, prior to permit issuance.
5. **Conditions of Permits.** Conditions of a permit shall comply with provisions set forth in the North Carolina State Building Code: Fire Code.

6. **Duration of Permits.** Duration of a permit shall comply with provisions set forth in the North Carolina State Building Code: Fire Code. An operational permit shall remain in effect until reissued, renewed, or revoked for such a time as prescribed on the permit. Permits are not transferable, and any change in occupancy, operation, tenancy, or ownership shall require a new permit to be issued. Construction permits are valid as specified in N.C.G.S. §153A-358 or until the permitted work has passed final inspection.

91.33. Fees, Cost, and Penalties.

1. **Permit Application Fees, Cost, and Penalties**. The Davie County Board of County Commissioners shall approve permit application fees, cost, and penalties. Such fees, cost, and penalties shall be defined in the Fees, Cost, and Penalties Schedule of the County of Davie annual budget package.
2. **Commercial Plan Review Fees.** Commercial plan review fees are in addition to any other required permit fees, with the exception of occupancies installing fire suppression systems. Those occupancies which install fire suppression systems shall follow the commercial construction/fire suppression plan review schedule, plus any additional permit fees. Such fees shall be defined in the Fees Schedule of the County of Davie annual budget package.
3. **Initial inspection of permitted work.** Upon initial inspection of permitted construction or operation, no inspection fee shall be assessed.
4. **Re-inspection fee.** With the exception of the initial inspection, a fee shall be assessed for each subsequent inspection of noncompliant permitted work or use.

91.34. Inspections.

1. Inspections pursuant to permit applications shall be as set forth in the North Carolina State Building Code: Fire Code. It is the responsibility of the permit holder to notify the Davie County Development Services Office forty-eight (48) business hours in advance of the time when permitted work is ready for inspection.

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2. The County Fire Marshal's Office and/or Davie County Development Services Office are authorized to conduct such inspections as deemed necessary to determine compliance with laws, codes, and standards set forth in the North Carolina General Statutes, Fire Codes, and Davie County Fire, Rescue and Protection Ordinance.
3. Fire prevention inspections shall be conducted in accordance with the frequencies set forth by North Carolina General Statutes, North Carolina State Building Code: Fire Code, Davie County Fire. Rescue and Protection Ordinance, upon receiving a fire code violation complaint, or as deemed necessary.

91.35. Enforcement Procedures.

1. **Violations.** Violations of the North Carolina State Building Code: Fire Code, local ordinances, state laws, and/or other regulatory documents shall be remedied as prescribed in this article of the Davie County Fire, Rescue and Protection Ordinance.

2. **Enforcement of Codes and Remedies for Violations.**

   a. **Notice of Violation.** When the Davie County Fire Marshal's Office and/or Davie County Development Services finds a building, premises, vehicle, storage facility, or outdoor area that is in violation of this code, the Davie County Fire Marshal's Office and/or Davie County Development Services is authorized to prepare a written notice of violation describing the conditions deemed unsafe and, when compliance is not immediate, specifying a time for re-inspection.

   b. **Service of Notice.** A notice may be served by certified mail, return receipt requested, by email or in person by a representative of the Fire Marshal's Office and/or Davie County Development Services, upon the owner, occupant, or an agent or employee or person of some responsibility upon the premises. However, the failure to deliver a notice to the owner, if other than the occupant, shall not invalidate or nullify the legal force and effect of any such notice or citation.

   c. **Correction of Violations and Penalties for Non-Correction.**

      1) **Initial inspection.** When the Davie County Fire Marshal's Office and/or Davie County Development Services finds a building, premises, vehicle, storage facility, or outdoor area that is in violation of this code, the Davie County Fire Marshal's Office and/or Davie County Development Services is authorized to prepare a written notice of violation describing the conditions deemed noncompliant and, when compliance is not

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immediate, the responsible party shall be given at least thirty (30) days prior to the first follow up inspection.

2) **First Compliance inspection.** Upon the first compliance inspection, a civil penalty shall be assessed for each violation not corrected from the initial inspection. The responsible party shall be given at least fifteen (15) days prior to the second compliance inspection.
3) **Second Compliance inspection.** Upon the second compliance inspection, a civil penalty shall be assessed for each violation not corrected. The responsible party shall be given at least seven (7) days prior to any subsequent follow up inspection.
4) **Third Compliance inspection.** Upon the third compliance inspection, a civil penalty, as set forth in the Fees, Cost, and Penalties Schedule, shall be assessed for each day, each violation is not corrected. The responsible party shall be given at least seven (7) days prior to any subsequent follow up inspection.
5) **Sub Sequent inspections.** If, after any additional inspections, the violation has not been corrected, Davie County reserves the right to correct the violation and assess the cost of said correction to the property owner. The property owner shall have thirty (30) days in which time to pay the assessment. In the event the property owner fails to pay said assessment, the County has the right to bring an action in civil court to enforce the assessment. Nothing contained herein shall invalidate the rights of the State of North Carolina from any criminal action for any violation.
6) **Approved Plan of Action.** At any time during the inspection process the representative from the Fire Marshal's Office and/or Davie County Development Services Office shall have the authority to require the responsible party to submit a plan of action for violation correction in lieu of civil penalties.

d. **Imminent Fire Hazard.** If a violation constitutes an imminent fire or life safety hazard, the Fire Marshal's Office, or fire department official in charge of the incident, shall serve a "Notice to Abate" the imminent fire or life safety hazards on the owner or occupant, operator, or another responsible party of the property where the imminent hazard is discovered. The owner, occupant, operator, or other person responsible for such hazard, in addition to immediately abating the hazard, a civil penalty may be accessed as set forth in the Fees, Cost, and Penalties Schedule.
e. **Summary Abatement.** Where conditions exist that are deemed hazardous to life and property, the Fire Marshal's Office or fire department official in charge of the incident is authorized to abate summarily such hazardous conditions that are in violation of the North Carolina State Building Code: Fire Code. Any cost associated with said summary abatement shall be borne by the property owner.

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The property owner shall have thirty (30) days in which time to pay the cost of the abatement. In the event the property owner fails to pay said cost, the County has the right to bring an action in civil court to collect said cost. Nothing contained herein shall invalidate the rights of the State of North Carolina from any criminal action for any violation

f. **Fire Hazard as Public Nuisance.** The maintenance of conditions which constitute a fire hazard may be declared by the Fire Marshal's Office and/or Davie County Development Services to be a public nuisance and may be summarily abated as directed by the Fire Marshal's Office, Davie County Development Services, the fire officer in charge, or law enforcement officer. Civil penalties, as set forth in the Fees, Cost, and Penalties Schedule, shall be assessed by the Fire Marshal's Office and/or Davie County Development Services upon discovery.

g. **Maintaining a Fire Hazard.** No person shall knowingly maintain a fire hazard. Violations recurring inside of the inspection cycle are subject to a civil penalty as set forth in the Fees, Cost, and Penalties Schedule.

h. Installation, Modification, or Operation of a Group H (High Hazard) Occupancy without a Permit. If any group H occupancy is found to be installed, modified, or operated, without a permit, a civil penalty as set forth in the Fees, Cost and Penalties Schedule shall be assessed.

i. Installation or Modification of a Fire Protection System, In a Commercial Structure, without a Permit. If a fire protection system is found to be installed or modified without being permitted, a civil penalty as set forth in the Fees, Cost, and Penalties Schedule shall be assessed. Fire protection systems shall include but are not limited to, suppression, detection, or notification systems.

91.36. Procedure for Designating Fire Lanes.

1. The Fire Marshal's Office and/or Davie County Development Services, a property owner, or a tenant may petition the Board of County Commissioners to designate an area as an official fire lane. The Board of County Commissioners, after hearing the Fire Marshal's Office representative, the property owner and/or tenant may adopt an ordinance making the designation.
2. If the petition is initiated by the Fire Marshal's Office and/or Davie County Development Services, it shall be served on the property owner or tenant of the property by registered mail, return receipt requested. The property owner or tenant shall have thirty (30) days from the date of delivery to mail a written response to the petition. The written response shall be delivered to the Fire Marshal's Office and/or Davie County Development Services. The property owner, in his response, may object or consent to the designation. After thirty (30) days from the date of the service of the petition, the matter shall be heard by the Board of County Commissioners.
3. The Fire Marshal's Office and/or Davie County Development Services may negotiate changes or make recommendations to the petitioning party with regards to the area being considered for designation within thirty (30) days. The matter shall be heard by the Board of County Commissioners.

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4. The petition, which shall be provided by the Fire Marshal's Office and/or Davie County Development Services, shall contain the following:
    a. The name and address of the property owner;
    b. Name and address of any tenants of the building;
    c. Tax map number and description of the property;
    d. Description of the location of the proposed fire lane; and
    e. Plan indicating how the area will be designated and marked to include the size and location of signs.
5. After hearing the property owner and/or tenant and the Fire Marshal's Office and/or Davie County Development Services, the Board of County Commissioners may vote to table the matter for further study, or vote to deny the petition or vote to approve the petition.

91.37. Obstruction of Fire Stations and Fire Hydrants.

1. **Obstruction, Interference, Tampering with Fire Hydrants, or Fire Protection Equipment.** No person shall obstruct, interfere with the use of, or tamper with, any fire hydrant or with any fire protection equipment. No vegetation or other obstructions may be placed within five (5) feet of any fire hydrant. Any person who violates this Section shall be subject to summary abatement and civil penalties as set forth in the Fees, Cost and Penalties Schedule upon discovery.
2. **Prohibited Parking.** Parking on a highway in front of a private driveway, fire hydrant, fire station, or fire lane is a violation of and punishable in accordance with N.C.G.S. §20-162. Any vehicle found obstructing any fire hydrant, fire protection equipment, designated and marked fire lane, or fire station may be removed or towed away by or under the direction of the Fire Marshal's Office to a storage area or garage. The owner of such vehicle shall be deemed to have appointed the Fire Marshal's Office as his agent for the purpose of arranging for the transportation and safe storage of the vehicle. The owner of such vehicle, before obtaining possession thereof, shall pay all reasonable costs incidental to the removal and storage of the vehicle due for the violation of prohibited parking. It shall be the responsibility of the property owner to ensure that fire lanes are clearly marked and open and accessible to fire apparatus at all times.
3. **Fire Hydrants.** For new residential and private commercial installations, the location and number of on-site hydrants shall be designated by the Fire Marshal's Office (in consultation with the appropriate Fire Chief), with the minimum arrangement being so as to have a hydrant available for distribution of hose to any portion of any building on the premises at distances not exceeding two hundred (200) feet. Fire hydrants are required in new business and new multifamily dwelling areas and shall not be more than five hundred (500) feet apart. Fire hydrants are also required in all areas where public water is available. Such hydrants shall not be more than five hundred (500) feet

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apart, except for county transmission water-lines installed by the County, which shall have fire hydrants no more than one thousand (1,000) feet apart.

a. The placement of all hydrants is subject to the written approval of the local fire department chief and/or his representative from the Fire Marshal's Office, which must be obtained at the time or prior to the time the development permit is issued.

b. Generally, fire hydrants should be located at street intersections, placed at the PC (point of curvature) or PT (point of tangency) of the radius, but not in the radius. Intermediate fire hydrant placement shall be located at property corners. Consideration should be given to other utilities such as power, telephone, and cable locations. In all instances, hydrants should be placed to afford protection from vehicle collisions, etc.

91.38. Bonfires and Other Outdoor Fires.

1. No person shall kindle or maintain any bonfire **or other outdoor fire** or authorize any such fire to be kindled or maintained on any land owned by that person unless the location is more than fifty (50) feet from any structure and adequate provisions are made to prevent fire from spreading to within fifty (50) feet of any structure or other property.
2. Any person who receives a permit to burn must notify all surrounding property owners who meet the following conditions:
    a. Own property within a 50-foot radius from the location of the proposed burning; and
    b. An occupied dwelling is located on the aforementioned property.
3. Bonfires or other outdoor fires shall be constantly attended by a competent person until such fire is extinguished. Such person shall have fire extinguishing equipment readily available for use.
4. The Fire Marshal's Office, Police, or Sheriff's Office may prohibit any or all bonfires and other outdoor fires when atmospheric conditions or local circumstances make such fire hazardous.
5. Open burning of leaves, tree branches, or yard trimmings originating on the premises of private residences may be burned on such premises, pursuant to the regulations in this section, only if no public curbside pickup service is available.
6. It shall be unlawful, per N.C.G.S. § 106-943, for any person to start or cause to be started any fire or ignite any material in any woodland, as defined by N.C.G.S. § 106-904, under the protection of the Department of Agriculture and Consumer Services or within 500 feet of any such woodland during the hours starting at midnight and ending at 4:00 P.M. without first obtaining a permit from the Department of Agriculture and Consumer Services. Permits may be obtained from forest rangers or other agents authorized by the forest ranger to issue such permits in the County in which the fire is to be started.

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7. No person shall conduct, cause, or permit open burning of household trash, rubber, plastics, chemically treated materials, or other materials which produce excessive or noxious smoke including, but not limited to, tires, railroad ties, chemically treated lumber, composite shingles, tar paper, insulation, composition board, sheetrock, wiring, paint, or paint filters.
8. If any outdoor burning or smoke from such burning shall cause a nuisance, the Fire Marshal's Office, Police or Sheriff's Office, or responding officer of the fire department shall order that such burning be extinguished. Whether an outdoor burning constitutes a nuisance is in the sole discretion of the Fire Official or law enforcement officer called to the scene.
9. Any burning permitted under this section shall not be commenced, and shall be immediately terminated, upon declaration of an alert warning or emergency stage of an air pollution episode when proclaimed by the county Fire Marshal's Office or any other federal or state regulatory agency.

91.39. Extinguishment of fires on order.

1. It shall be unlawful for any person to continue to burn materials of any kind after having been ordered to extinguish burning material by the Fire Marshal's Office, county Forest Ranger, the Chief or responding officer of the Fire Department in whose district the burning takes place, or law enforcement officer of Davie County. Person(s) conducting unauthorized burning are subject to local, state, and federal criminal and civil action.
2. Any official authorized to enforce this section shall also have the authority to cause the fire department in the fire district in which the burning takes place to be dispatched for the purpose of extinguishing the fire.

91.40. Pyrotechnics.

In addition to the rules and regulations stated in the North Carolina State Building Code: Fire Code, which is adopted by reference in this chapter, the Davie County Board of County Commissioners adopts the following provisions:

1. The Davie County Fire Marshal's Office and/or Davie County Development Services Office is hereby granted the authority, given to the Board of County Commissioners by N.C.G.S. §14; Article 54, to issue permits for use of pyrotechnics within the County.
2. No person shall engage in the use of pyrotechnics without first completing an application and obtaining a permit from the Davie County Development Services Office ten (10) days in advance of such use. The names and addresses of all operators must appear on the application, and they must be approved by the Fire Marshal's Office before any display or use of the pyrotechnics.
3. The Davie County Development Services Office shall issue the permit after all requirements of the North Carolina State Building Code: Fire Code have been met,

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the appropriate fees paid, and the applicant has posted a bond or certificate of insurance. The bond or certificate of insurance shall be in the amount of at least $1,000,000.00 to cover damages to real or personal property and an additional $1,000,000.00 to cover damages for personal injuries.

91.41. Fees, Cost and Penalties Schedule.

1. Any person who shall violate any of the provisions of the Code hereby adopted or who shall fail to comply with any judicial warrant, lawful order, or regulation made thereunder or who builds in violation of any specifications or plans submitted and approved thereunder or any permit issued thereunder, shall be guilty of a Class 3 misdemeanor. Each day that such violation continues shall constitute a separate offense. In the name of Davie County, the County Fire Marshal's Office and/or Davie County Development Services Office, through the County Attorney, may obtain a court order to enjoin the construction or erection of any facility, building, or structure which does not conform to the provisions of the Code.
2. This Code may be enforced by any of the remedies set forth in N.C.G.S. §153A-123, in addition to others specifically set out herein or in the Fire, Rescue and Protection Code of Davie County.
3. Any person who violates any of the provisions of this Code shall be subject to a civil penalty, as set forth in the Fees, Cost, and Penalties Schedule of this Ordinance, for each violation in the amount established by Ordinance of the Board of County Commissioners. Said civil penalty schedule shall be filed with the Clerk to the Board of County Commissioners and on the Davie County website for public inspection. Each day of violation shall constitute a separate and distinct offense.
4. Civil penalties must be paid within thirty (30) days after a citation has been issued by the Fire Marshal's Office and/or Davie County Development Services Office for a violation and are authorized to issue written citations in the name of Davie County for violations.
5. If any person shall unlawfully and willfully violate this Ordinance or chapter or any provision thereof, he or she shall be guilty of a Class 3 misdemeanor and shall be fined as provided by N. C. Gen. Stat. 15A-1340.23.

91.42. Adoption of Technical Codes and Standards by Reference.

1. There is hereby adopted by reference and incorporated into this Chapter the North Carolina State Building Code: Fire Code. Copies of the Fire, Rescue and Protection Code of Davie County, North Carolina, and all technical codes and standards adopted by reference, shall be filed with and available for public inspection on the Davie County website.
2. Amendments to codes and standards adopted by reference herein which are adopted and published by the North Carolina State Building Code Council shall be effective in Davie County at the time such amendments become a part of North Carolina State Building Code: Fire Code.

91.44. – 91.50. Reserved for any future codification.

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ARTICLE 4: FINANCIAL ASSISTANCE FOR COUNTY FIRE and RESCUE PROTECTION

91.51. Legal Authority to Fund Fire and Rescue Services.

1. Davie County may establish, organize, equip, support, and maintain a fire department; may prescribe the duties of the fire department; may provide financial assistance to incorporated fire departments; may contract for firefighting or prevention services with one or more counties, cities, or other units of local government or with an agency of the state government, or with one or more incorporated fire departments; and may for these purposes appropriate funds not otherwise limited as to use by law. The County may also designate fire districts or parts of existing districts and prescribe the boundaries thereof for insurance grading purposes.
2. Davie County may establish, organize, equip, support, and maintain a rescue agency; may prescribe the duties of the rescue department; may provide financial assistance to incorporated rescue agencies, and may, for these purposes, appropriate funds not otherwise limited as to use by law.
3. Davie County may make grants of financial assistance, upon an executed contract, to fire departments and rescue agencies in Davie County upon their compliance with the minimum requirements hereinafter contained.

91.52. Fire Protection Districts.

1. The area of the County within which a fire department will provide fire protection (fire protection area) and the boundaries of such district shall be clearly shown on a map of the County, as prepared by County GIS.
2. It shall be the responsibility of each fire department in Davie County to determine, if revisions to the Fire Protection District map are necessary. The County Manager will consult with the Board of County Commissioners who will make a decision on mapping revisions within ninety (90) days of the date of the County's receipt of notification.
3. The Davie County Board of County Commissioners have authority to modify the Fire Protection District map boundaries at any time.

91.53. Qualifications for Fire / Rescue Funding – Organization and Structure.

In order to qualify for financial assistance from Davie County, a fire and/or rescue agency must be organized as a non-profit corporation under the laws of North Carolina (11 NCAC 05A), or a department of a municipal government in Davie County. Each fire and/ or rescue agency shall execute a contract and comply with all terms therein.

1. Each fire and/or rescue agency desiring to provide the citizens of Davie County emergency services and receive county financial assistance under the terms of this

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article shall execute a Service Contract between the agency and the County which contract shall be signed by the president and the secretary of the corporation.

2. If a fire and/or rescue provider is in breach of their signed Service Agreement, the County may exercise its remedies as provided in the Service Agreement.

91.54. – 91.60. Reserved for any future codification.

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ARTICLE 5: MISCELLANEOUS PROVISION

91.61. Conflicting Ordinances, Orders, Rules, and Regulations Suspended.

All provisions of existing ordinances that conflict with this Ordinance are hereby repealed. All rules and regulations made and promulgated pursuant to this Ordinance shall supersede all existing rules and regulations inconsistent therewith.

91.62. Violations of this Chapter.

If any person, including any employee or agent of the County, shall unlawfully and willfully violate any provisions of this Chapter, upon conviction by the Court, he or she shall be guilty of a Class 3 misdemeanor and shall be fined as provided by N. C. Gen. Stat. 15A-1340.23. Each day of a violation of any provision of this Chapter shall constitute a separate offense. The payment of any criminal fine imposed in any criminal proceeding pursuant to this section shall not relieve any such person from any cost and penalties otherwise imposed under this Chapter.

91.63. Non-Cumulative Provision.

It is the intent of this Chapter that each provision contained herein shall stand or fail on its own. Should one or more provisions be declared unconstitutional, such declaration shall not cause any or all other provisions to fail, and such other provisions shall remain law.

91.64. Applicability to Municipal Fire Departments.

This Ordinance shall not be applicable to municipalities that operate Municipal Fire and Rescue departments.

91.65. Effective Date.

This Ordinance shall take effect upon approval by the Davie County Board of County Commissioners.

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APPENDIX A: Required Davie County Permits

Operational

ABC Permit
Aerosol Products
Amusement Buildings
Aviation Facilities
Battery Systems
Carnivals and Fairs
Cellulose Nitrate Film
Combustible Dust Producing Operations
Combustible Fibers
Compressed Gases
Covered Mall Buildings
Cryogenic Fluids
Cutting & Welding
Dry Cleaning Plants
Exhibits and Trade Shows
Explosives: Blasting & Storage
Fire Hydrants and Valves
Flammable and Combustible Liquids
Floor Finishing
Fruit & Crop Ripening
Fumigation and Thermal Insecticidal Fogging
Hazardous Materials
HPM Facilities
High Piled Storage Facilities
Hot Work Operations
Industrial Ovens
Liquid or Gas Fueled Vehicles or Equipment in Assembly Buildings
Lumber Yards and Woodworking Plants
Magnesium
Miscellaneous Combustible Storage
Open Burning
Open Flames & Torches
Open Flames & Candles
Organic Coatings
Places of Assembly
Private Fire Hydrants
Pyrotechnic Special Effects Material
Pyroxylin Plastic
Refrigeration Equipment

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Repair Garages and Fuel Dispensing Facilities
Rooftop Heliports
Spraying or Dipping
Storage of Scrap Tires and Tire Byproducts
Temporary Membrane Structures and Tents
Tire Rebuilding Plants
Waste Handling
Wood Products

Construction

Automatic Fire Extinguishing System
Battery Systems
Compressed Gases
Cryogenic Fluids
Fire Alarm and Detection Systems & Related Equipment
Fire Pumps & Related Equipment
Flammable and Combustible Liquids (Installation & Removal)
Hazardous Materials
Industrial Ovens
Private Fire Hydrants
Spraying/Dipping Operations
Standpipe System
Temporary Membrane Structures, Tents & Canopies

DRAFT

Attachment: Davie County Fire-Rescue Protection Ordinance 4-14-21 Official (Fire and Rescue Ordinance)

TIMELINE

Development of Fire and Rescue Ordinance

- 10/01/18 – The Board of Commissioners directed staff to begin working on a Fire/Rescue Contract and Ordinance. The Board supported the recommendations brought by the Davie County Communications Management Group to ensure proper protocols and security communications of Viper Radio and 911 dispatching for public safety. After this, staff began reviewing various counties Ordinances and Contracts, [consulted with 58 counties], assessed OSHA, ISO, and state/federal requirements. A first rough draft was sent to the County Attorney for review. In December 2018, the County Attorney had reviewed and sent revisions back to staff for consideration.

- 1/23/19 – A Special Called Board of Commissioners work session was held, and the first drafts of the Fire Contracts and Ordinance were shared.

- 2/15/19 - 2/22/19 – The Board of Commissioners were sent the revised version of the Fire/Rescue Contracts and Ordinance and were encouraged to notify staff of any feedback prior to being discussed with Chiefs. Staff was directed by the Board of Commissioners to share the draft version with Chiefs.

- 2/28/19 – Draft documents of the proposed contract and ordinance were emailed to each Fire/Rescue Chiefs.

- 4/01/19 – The Emergency Services Director sent an email to the Chiefs. Since the February meetings with the Chiefs, staff received feedback from four departments. The Emergency Services Director requested that any additional feedback be given by 4/9/19 to allow time for staff to get a revised version of the contracts/ordinance to the Chiefs prior to the 4/15/19 Board of Commissioners Meeting. The County Manager asked the Board of Commissioners what structure they preferred for the 4/15/19 Special Called meeting.

- 4/15/19 – A Special Called Board of Commissioners Meeting was held to discuss Fire/Rescue Contract & Ordinance.

- From 12/16/19 thru 4/16/21 – Numerous versions of the ordinance were created, reviewed and shared with the Board and Fire Departments. The creation of the ordinance was put on hold during 2019 in order to concentrate on completing the Fire Contracts. During 2020, work resumed, and a draft was turned over to the consultant that produced the fire study in October of 2020.

- 12/20 – A draft was sent to the fire chiefs. Their input was requested.

- 2/2/21 – Staff held a Chiefs meeting to discuss the Fire and Rescue Ordinance. Chiefs made it clear they were opposed to the Fire Commission, as proposed in the ordinance.

- 2/9/21 – A revised draft (with the removal of a Fire Commission) was sent to Chiefs, and their responses were requested. Minor revisions were proposed, and the current final draft was created.

Attachment: Fire and Rescue Ordinance timeline - 21.05.03 (Fire and Rescue Ordinance)

DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: May 3, 2021

Department: Planning and Development

Resource Person: Amy Flyte

ISSUE/ACTION REQUESTED:
Zoning Text Amendment 2021-01: Use Requirements

BACKGROUND/PURPOSE OF REQUEST:

Zoning Text Amendment. The Board will review a text amendment to the Zoning Ordinance in sections 155.120, 155.125, 155.147, 155.160, and 155.171 regarding use requirements.

Text Amendment-General and Heavy Industrial District

Section 155.120 Establishment of Districts: Use Districts

155.125 Table of Use Districts

155.147 Industrial Districts

155.160 Condition Zoning District: Use Districts

155.172 Landscaping and Buffer Requirements

Background

The purpose of this text amendment is to combine the I-1, I-2, and I-3 zoning districts into a single GI General Industrial zoning district. The I-4 district will be renamed to the HI Heavy Industrial district.

The Table of Uses will be relabeled to delete I-1,2,3 and replaced with GI. This is demonstrated in the yellow colored columns being deleted and the green GI column replacing it. The I-4 column, purple, will be relabeled to HI.

The text amendment edits the definition of Manufacturing B by moving the use “paper manufacturing” to the higher intensity Manufacturing C category.

The use, outdoor shooting range, will be moved from I-1 to the HI Heavy Industrial zoning district with the issuance of a Special Use Permit granted by the Board of Adjustment. No other uses in the table are being changed.

The landscaping and zoning district sections of the Zoning Ordinance will be also be relabeled to reflect the new GI and HI zoning districts.

FISCAL IMPACT: n/a

COUNTY MANAGERS; RECOMMENDATION:
<County Manager Comments Here>

ATTACHMENTS:
DC_BOC_packet_20210503

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

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

NOTICE IS HEREBY GIVEN, pursuant to the requirements of Chapter 160D-602 of the General Statutes of North Carolina and Section 155.251 of the Davie County Code of Ordinances, that the Davie County Board of Commissioners will hold a **Public Hearing** at the Brock Performing Arts Center Auditorium located at 622 N Main Street, Mocksville, NC on **Monday May 3, 2021 at 6:00pm** to hear the following requests:

Zoning Text Amendment. The Board will review a text amendment to the Zoning Ordinance in sections 155.120, 155.125, 155.147, 155.160, and 155.171 regarding use requirements.

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

Andrew Meadwell
Planning Department

###

Legal Notice
Affidavit Required
Publication Dates:
April 22, 2021
April 29, 2021

Attachment: DC_BOC_packet_20210503 (Zoning Text Amendment 2021-01: Use Requirements)

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

MAY 3, 2021

Text Amendment—General and Heavy Industrial District

Section 155.120 Establishment of Districts: Use Districts
155.125 Table of Use Districts
155.147 Industrial Districts
155.160 Condition Zoning District: Use Districts
155.172 Landscaping and Buffer Requirements

Background

The purpose of this text amendment is to combine the I-1, I-2, and I-3 zoning districts into a single GI General Industrial zoning district. The I-4 district will be renamed to the HI Heavy Industrial district.

The Table of Uses will be relabeled to delete I-1,2,3 and replaced with GI. This is demonstrated in the yellow colored columns being deleted and the green GI column replacing it. The I-4 column, purple, will be relabeled to HI.

The text amendment edits the definition of Manufacturing B by moving the use "paper manufacturing" to the higher intensity Manufacturing C category.

The use, outdoor shooting range, will be moved from I-1 to the HI Heavy Industrial zoning district with the issuance of a Special Use Permit granted by the Board of Adjustment. No other uses in the table are being changed.

The landscaping and zoning district sections of the Zoning Ordinance will be also be relabeled to reflect the new GI and HI zoning districts.

Proposed text amendment for General and Heavy Industrial Districts in section § 155.001 155.120, 155.125, 155.147, 155.160, and 155.172 of the Zoning Ordinance. New text will be *bold, underlined and italicized*. Deleted text will have a ~~strikethrough~~.

§ 155.001 DEFINITIONS.

MANUFACTURING A. A manufacturing establishment primarily engaged in the fabrication or assembly of products from pre-structured materials or components. Because of the nature of its operations and products, Manufacturing A produces little or no noise, odor, vibration, glare, and/or air and water pollution, and, therefore, has minimal impact on surrounding properties. This definition may include the uses in the following NAICS group(s):

3149 Other Textile Product Mills
315 Apparel Manufacturing
336991 Motorcycle, Bicycle and Parts Manufacturing
3369 Other Transportation Equipment
3399 Other Miscellaneous Manufacturing

MANUFACTURING B. A manufacturing establishment primarily engaged in the manufacture of foodstuffs, textiles, electrical components or tobacco products, and the fabrication of wood, leather, ~~paper~~, water or plastic products. Because of the nature of its operations and products, Manufacturing B could impact immediately adjoining properties due to noise, odor, vibration, glare, and/or air and water pollution. This definition may include the uses in the following NAICS group(s):

Attachment: DC_BOC_packet_20210503 (Zoning Text Amendment 2021-01: Use Requirements)

3119 Other Food Manufacturing
3122 Tobacco Manufacturing
313 Textile Mills
3169 Other Leather and Allied Product Manufacturing
3219 Other Wood Product Manufacturing
~~322 Paper Manufacturing~~
3231 Printing and Related Support Activities
3261 Plastics Product Manufacturing
3341 Computer and Peripheral Equipment Manufacturing
3342 Communications Equipment Manufacturing
3343 Audio and Video Equipment
3344 Semiconductor and other electronic component manufacturing
3351 Electric Lighting Equipment Manufacturing
3353 Electrical Equipment Manufacturing
337 Furniture and Related Products Manufacturing
3391 Medical Equipment and Supplies Manufacturing

MANUFACTURING C. A manufacturing establishment primarily engaged in the processing and manufacturing of materials or products not otherwise classified under Manufacturing A, Manufacturing B, or other use defined in this section. Manufacturing C includes the processing and manufacturing of products from extracted or raw materials, the assembly of large or heavy machinery, and the storing or using of flammable, explosive, hazardous, or toxic materials in the manufacturing processes. Because of the nature of its operations and products, Manufacturing C may impact surrounding properties due to noise, odor, vibration, glare, and/or air and water pollution. This definition may include the uses in the following NAICS group(s):

3133 Textile and Fabric Finishing and Fabric Coating Mills
3161 Leather and Hide Tanning and Finishing
321114 Wood Preservation
3212 Veneer, Plywood, and Engineered Wood Product Manufacturing
3221 Pulp, Paper and Paper Board
3241 Petroleum and Coal Products Manufacturing
3259 Other Chemical Product and Preparation Manufacturing
3262 Rubber Product Manufacturing
3271 Clay Product and Refractory Manufacturing
3272 Glass and Glass Product Manufacturing
3279 Other Nonmetallic Mineral Product Manufacturing
331 Primary Metal Manufacturing
3329 Other Fabricated Metal Product Manufacturing
3333 Commercial and Service Industry Machinery Manufacturing
3353 Electrical Equipment Manufacturing
3359 Other Equipment and Component Manufacturing
3369 Other Transportation Equipment Manufacturing
322 Paper Manufacturing

WAREHOUSING. Establishments primarily engaged in the warehousing, storage **and distribution** of general merchandise, refrigerated goods, and farm products. This definition includes only those uses in the following NAICS group(s)

4931 Warehousing and Storage

Attachment: DC_BOC_packet_20210503 (Zoning Text Amendment 2021-01: Use Requirements)

§ 155.120 USE DISTRICTS.

For the purpose of this chapter, the county is divided into the following zoning districts:

(A) R-A. Residential-Agricultural District.
(B) R-20. Residential District.
(C) R-12. Residential-Suburban District.
(D) R-8. Residential-Multiple Dwelling District.
(E) R-M. Residential-Mobile Home District.
(F) H-B. Highway Business District.
(G) N-B Neighborhood Business District
(H) C-S. Community Shopping District.
~~(I) I-1. Industrial District.~~
~~(J) I-2. Industrial District.~~
~~(K) I-3. Industrial District.~~ **(I) G-I. General Industrial District**
~~(L) I-4. Industrial District.~~ **(J) H-I. Heavy Industrial District**
~~(M)~~ **(K)** OD. Quality Design Overlay District; an overlay district containing supplemental provisions which regulate site design.

(Ord. passed 5-21-84; Am. Ord. passed 11-1-10)

§ 155.125 TABLE OF USE DISTRICTS.

(A) *Types of uses by districts.*

(1) *X.* Indicates permitted uses.

(2) *S.* Indicates special use required.

(3) *P.* Indicates permitted uses that must be approved by the Project Review Committee to insure compliance with the prescribed development standards.

(4) P/C. Indicates permit required from Zoning Administrator; use must meet additional conditions

(B) *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***	***~~I-1~~***	***~~I-2~~***	***~~I-3~~***	***G-I***	***~~I-4~~ H-I***
Agriculture														
Agribusiness.	X													
Agricultural uses not on bona fide farms as defined by this chapter *See §155.130.1*	P/C	P/C	P/C	P/C	P/C									
Greenhouses, private (noncommercial).	X	S	S	S	S									
Kennels ***See*** §*155.130.16*	P/C													

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Pet Care(except veterinary) Services ***See*** *§155.130.19*	S					P/C								
Pet shops without outside runs.					X	X								
Veterinary services without outside runs.	S	S				S	S	S						
Solar Energy Generating Facility. See §155.130.29									P/C					
Education														
Artist studio *See §155.130.3*	S	S					S							
School, Vocational or Professional	S	S				X		X						
Day care facilities. *See §155.130.13*	P/C	P/C	S	S	S	P/C	P/C	P/C						
Research laboratories	S	S								~~X~~			**X**	
Libraries	X	X	S	S	S	X	X	X						
Public schools (K-12), colleges, universities, and private schools housing a curriculum approximately the same as ordinarily given in public school including Christian schools.	X	X	X	X	X									
Government														
Landfills, provided that all public health regulations are met.	S	S	S	S	S							~~X~~	**X**	X
Package treatment plants.	S	S	S	S	S	S	S	S		~~S~~	~~S~~	~~S~~	**S**	S
Use	*R-A*	*R-20*	*R-12*	*R-8*	*R-M*	*H-B*	*N-B*	*C-S*	*S-P*	*~~I-1~~*	*~~I-2~~*	*~~I-3~~*	***G-I***	*~~I-4~~* ***~~H-I~~***
Public buildings, (administrative and service offices).	X	X	X	X	X	X	X							
Public safety facilities.	X	X	X	X	X	X	X							
Public works and public utilities.	X	X	X	X	X	X	X							
Security training operations and services facility.	P										~~P~~	~~P~~	**P**	P
Health														
Hospital.						X		X						
Massage parlor.						S		S						
Medical laboratories.						X		X						
Medical offices and clinics (including dental).	S	S				X		X						

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Use	R-A	R-20	R-12	R-8	R-M	H-B	N-B	C-S	S-P	~~I-1~~	~~I-2~~	~~I-3~~	G-I	~~I-4~~ H-I
Industrial														
Planned Industrial Development, *See §155.130.27*										~~P/C~~	~~P/C~~	~~P/C~~	**P/C**	P/C
Manufacturing A										~~X~~	~~X~~		**X**	
Manufacturing B												~~X~~	**X**	
Manufacturing C														X
Auction sales, except livestock.										~~X~~			**X**	
Auction sales, with livestock.									X					
Communication Tower and Accessory Facilities	S									~~X~~	~~X~~	~~X~~	**X**	X
Concrete and asphalt products plant.									X					X
Dairy products finished processing and distributing facilities (excluding dairy farming operations).											~~X~~		**X**	
Building Contractors, General *See §155.130.7*						P/C				~~P/C~~			**P/C**	
Building Contractors, Heavy *See §155.130.7*												~~P/C~~	**P/C**	P/C
Fruit and Vegetable Market						X	X	X		~~X~~			**X**	
Group developments (subject to §§155.170-155.172).										~~P~~	~~P~~	~~P~~	**P**	P
Machine and welding shops.						X							**X**	X
Meat packing and poultry processing plants.									X					
Mining and dredging of sand (see § 155.034 for Development Standards).	S													S
Use	**R-A**	**R-20**	**R-12**	**R-8**	**R-M**	**H-B**	**N-B**	**C-S**	**S-P**	~~**I-1**~~	~~**I-2**~~	~~**I-3**~~	**G-I**	~~**I-4**~~ **H-I**
Mining and quarry operations *see §155.130.17*														S
Sawmills, planing mills, pallet and basket factories.														X
Trucking operations, commercial and industrial.								S		~~X~~	~~X~~	~~X~~	**X**	X
Waste sites (hazardous), provided they are licensed by the State Department of Human Resources,									X					

Attachment: DC_BOC_packet_20210503 (Zoning Text Amendment 2021-01: Use Requirements)

Division of Health Services.														
Warehousing establishments, except for the storage of dangerous or offensive items such as uncured hides and explosives.										~~X~~	~~X~~	~~X~~	**X**	X
Warehousing, self storage						X		X		~~X~~			**X**	
Wrecking yards or junk yards and similar types of used materials industries *See §155.130.25*									P/C					
Recreation														
Drag racing course.	S					S								
Use	***R-A***	***R-20***	***R-12***	***R-8***	***R-M***	***H-B***	***N-B***	***C-S***	***S-P***	***~~I-1~~***	***~~I-2~~***	***~~I-3~~***	***G-I***	***~~I-4~~ H-I***
Go-cart track.	S					S								
Motor cross course (including bicycles without motors).	S					S								
Miniature golf courses.	S					S								
Private airports.	S	S												X
Rural Resort and Retreat	S	S				X								
Private recreational facilities, including parks, playgrounds, golf courses (but excluding miniature golf), swimming pools, fishing lakes, clubs, and lodges, and other similar uses that cater exclusively to members or their guests).	S	S	S	S	S	X		X						
Public recreational facilities, including parks, playgrounds, community centers, clubs, and lodges, golf courses, swimming pools, fishing lakes, family camp grounds, and similar recreational uses.	S	S	S	S	S									
Religion														
Burial grounds not associated with any church shall be set back at least 20 feet from any property line.	X	X	X	X	X									
Churches and customary related uses excluding cemeteries.	X	X	X	X	X	X		X						
Use	***R-A***	***R-20***	***R-12***	***R-8***	***R-M***	***H-B***	***N-B***	***C-S***	***S-P***	***~~I-1~~***	***~~I-2~~***	***~~I-3~~***	***G-I***	***~~I-4~~ H-I***
Churches and their customary related uses	P/C	P/C	P/C	P/C	P/C									

Attachment: DC_BOC_packet_20210503 (Zoning Text Amendment 2021-01: Use Requirements)

including cemeteries, *See §155.130.12*														
Retail trade and services														
Automatic Teller Machine						X	X	X						
Amusement, Commercial, Indoor						X		X		~~X~~			**X**	
Amusement, Commercial, Outdoor See *§155.130.2*						P/C		P/C		~~P/C~~			**P/C**	
Banking and Financial Services						X	X	X						
Broadcast Studio						X				~~X~~	~~X~~		**X**	
Car Wash, Automatic *See §155.130.9*						P/C		P/C		~~P/C~~			**P/C**	
Car Wash, Industrial *See §155.130.10*										~~P/C~~	~~P/C~~	~~P/C~~	**P/C**	P/C
Car Wash, Full Service						X		X		~~X~~			**X**	
Car Wash, Self Service See *§155.130.11*						P/C		P/C		~~P/C~~			**P/C**	
Convenience Store						X	X	X		~~X~~			**X**	
Retail, General						X	X	X						
Restaurant, with drive through service						X	X	X						
Restaurant, without drive through service						X	X	X						
Retail, nonstore						X		X						
Retail store, large						X		X						
Retail store, medium and small						X		X						
Riding Stables	S	S				X								
Shopping Center, small						X		X						
Shopping Center, large								X						
Shopping Center, medium								X						
Services A, Business						X	X	X						
Services B, Business *See §155.130.21*						P/C				~~P/C~~	~~P/C~~		**P/C**	
Shooting Range, Indoor						X				~~X~~			**X**	
Shooting Range, Outdoor	S					S				~~S~~				**S**
Wholesale Trade, A						X				~~X~~			**X**	
Wholesale Trade, B	S					X				~~X~~	~~X~~		**X**	
Adult establishment. *See §155.130.4*						P/C				~~P/C~~	~~P/C~~	~~P/C~~	**P/C**	P/C
Assembly halls, armories, and the like (public assembly facilities).						X								

Attachment: DC_BOC_packet_20210503 (Zoning Text Amendment 2021-01: Use Requirements)

Auto parking lots.						X		X						
Motor Vehicle Sales, Rental and Leasing *See §155.130.5*						P/C		P/C						
Automobile paint and body shops *See §155.130.6*						P/C								
Use	***R-A***	***R-20***	***R-12***	***R-8***	***R-M***	***H-B***	***N-B***	***C-S***	***S-P***	***~~I-1~~***	***~~I-2~~***	***~~I-3~~***	***G-I***	***~~I-4~~ H-I***
Motor Vehicle Repair and Maintenance						X		X						
Backyard workshops as accessory use to a dwelling unit in a commercial district.						X		X						
Bicycle, motorcycles, lawn mowers, and power saw sales and service.						X	X	X						
Billiard and pool halls.						X		X						
Building supplies stores *See §155.130.8*						P/C		P/C			~~P/C~~		**P/C**	
Cabinet, woodworking, and upholstery shops.						X	X							
Dry cleaning and laundry pick-up stations and dry cleaning plants, housing not more than 1,000 square feet.						X	X	X		~~X~~			**X**	
Exterminators.						X		X						
Farm machinery, sales, and service (equipment may be stored in flood plain).						X		X			~~X~~		**X**	
Feed and seed stores.						X	X	X			~~X~~		**X**	
Flea market.						S								
Floral shops, but no commercial greenhouses.						X		X						
Funeral homes and mortuaries.						X		X						
Greenhouses, commercial *See §155.130.14*	S	S				P/C	P/C	P/C		~~P/C~~			**P/C**	
Group development, commercial (subject to §§155.170-155.172).						P		P						
Pawn shops.						X		X						
Launderettes and laundromats.						X		X						
Locksmiths and gunsmiths.						X		X						
Miniature golf courses. (See also *Recreation*.)						X		X						

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Motels, hotels, tourist cottages.						X		X						
Office supplies and equipment, sales and service.						X		X						
Optical goods stores and opticians.						X		X						
Pet shops without outside runs.						X		X						
Use	***R-A***	***R-20***	***R-12***	***R-8***	***R-M***	***H-B***	***N-B***	***C-S***	***S-P***	***~~I-1~~***	***~~I-2~~***	***~~I-3~~***	***G-I***	***~~I-4~~ H-I***
Professional Offices						X	X	X		~~X~~			***X***	
Taxicab stands.						X		X						
Theaters, indoor.						X		X						
Theaters, drive-in *See §155.130.22*						P/C								
Trucking operations, private *See §155.130.23*						P/C								
Residential														
Group Home, A	X	X	X	X	X									
Group Home, B	X	X	X	X	X									
Congregate Care Facility *See §155.130.18*	P/C	P/C				P/C								
Habilitation Facility A *See §155.130.15*	P/C	P/C	S	S	S	P/C		P/C						
Habilitation Facility B *See §155.130.15*	S	S	S	S	S	P/C		P/C						
Nursing Care Institution See *§155.130.18*	P/C	P/C				P/C		P/C						
Progressive Care Community See *§155.130.20*	P/C	P/C	P/C			P/C		P/C						
Backyard workshops for building tradesmen and small appliances repair shops, but excluding open storage.	X	S												
Backyard workshops in any residential district with a lot of 20,000 square feet or more.	X	S	S	S	S									
Dwelling units, single-family.	X	X	X	X	X									
Dwelling units, two-family.	S	S		P	P									
Dwelling units, multi-family.			P	P										
Dwelling units as accessory uses, attached or detached. See 155.130.26	X	X												

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Use	*R-A*	*R-20*	*R-12*	*R-8*	*R-M*	*H-B*	*N-B*	*C-S*	*S-P*	*~~I-1~~*	*~~I-2~~*	*~~I-3~~*	*G-I*	*~~I-4~~ H-I*
Group development, residential, subject to §§155.170-155.172.			P	P	P									
Hotels.						X		X						
Class A manufactured homes on individual lots:	X	X			X									
Class B manufactured homes on individual lots:	X				X									
Class C manufactured homes on individual lots:	S				X									
Class D manufactured homes on individual lots: Class D manufactured homes shall not be permitted in Davie County														
Manufactured home due to hardship.	S	S	S	S	S									
Manufactured home parks.					S									
Temporary manufactured home (for the construction or reconstruction of a site built single family dwelling).	X	X												
Others														
Airports.	S	S								~~S~~	~~S~~	~~S~~	**S**	S
Accessory uses and structures.	X	X	X	X	X	X	X	X		~~X~~	~~X~~	~~X~~	**X**	X
Temporary, seasonal uses and structures. See 155.130.28						P/C	P/C	P/C		~~P/C~~	~~P/C~~	~~P/C~~	**P/C**	P/C
Modular classrooms, modular offices, and construction trailers (see §155.032).	X	X	X	X	X	X		X		~~X~~	~~X~~	~~X~~	**X**	X
Signs, billboards (§ 155.102).										~~X~~	~~X~~	~~X~~	**X**	X
Signs, commercial (§ 155.102).						X	X	X						
Signs, general (§§ 155.092 and 155.093).	X	X	X	X	X	X	X	X						
Signs, industrial (§ 155.102).										~~X~~	~~X~~	~~X~~	**X**	X
Signs, residential (§ 155.101).	X	X	X	X	X									
Temporary sawmills *See §155.130.24*	S	S	S	S	S									
Temporary Use, Borrow Pits (see 155.130.30)	P/C									~~P/C~~	~~P/C~~	~~P/C~~	**P/C**	P/C

Attachment: DC_BOC_packet_20210503 (Zoning Text Amendment 2021-01: Use Requirements)

(Ord. passed 5-21-84; Am. Ord. passed 11-20-89; Am. Ord. passed 7-1-96; Am. Ord. passed 12-16-96; Am. Ord. passed 11-16-98; Am. Ord. passed 2-16-04; Am. Ord. passed 5-16-05; Am. Ord. passed 3-20-06; Am. Ord. passed 5-1-06; Am. Ord. passed 6-5-06; Am. Ord. passed 11-1-10; Am. Ord. passed 8-1-11; Am. Ord. 11-7-11; Am. Ord. passed 11-4-13; Am. Ord. 2-6-17; Am. Ord. 11-2-20)

§ 155.147 INDUSTRIAL DISTRICTS.

(A) **General Industrial.** ~~Intent. Within the broad category of Industrial Districts are four **two** subgroups~~. **The General Industrial District is established for manufacturing, distribution, warehousing, processing and related uses whose operating characteristics limit their effects on adjacent uses.**

The Heavy Industrial District is established for industrial, processing and related operations.

~~Each is distinguished from the other by its degree of compatibility with commercial uses, and in some cases, residential uses. The degree of compatibility decreases as the districts increase from I-1 to I-4. The most compatible uses would be in I-1 and the least compatible would be in the I-4.~~

(B) Dimensional Requirements (~~I-1, I-2, and I-3~~) **(G-I)**

(1) Lot size. One acre 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. Two hundred feet shall be the minimum width of each lot. The measurement shall be made from one side property line to the other at the building setback line.

(3) Front yard setback. Fifty feet shall be the minimum setback of the principal building, measured from the nearest point of the building to the right-of-way line.

(4) Side yard setback. Fifteen feet shall be the minimum side yard for each principal building.

(5) Rear yard setback. Thirty feet shall be the minimum rear yard for each principal building, measured from the nearest point of the building 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 side or rear lot which abuts a residential district, there shall be a densely planted and maintained buffer strip. No such buffer shall, however, extend nearer to a street right-of-way line than the established building line of the adjoining residential lots, and no buffer shall be required upon any yard which abuts a public street.

(C) Dimensional requirements ~~(I-4)~~ **(H-I)**.

(1) Lot size. Five 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.

Attachment: DC_BOC_packet_20210503 (Zoning Text Amendment 2021-01: Use Requirements)

(3) Front yard setback. Fifty feet shall be the minimum setback of the principal building, measured from the nearest point of the building and the right-of-way line.

(4) Side yard setback. Twenty-five feet shall the minimum side yard for each principal building, 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 principal building, measured from the point of the building nearest the rear line and the rear lot line.

(6) Off-street loading and unloading. Provided as specified in §§ 155.070 through 155.072 of this chapter.

(7) Off-street parking. Provided as specified in §§ 155.050 through 155.053 of this chapter.

(8) Buffer strip. Upon any side or rear lot which abuts a residential district, there shall be a densely planted and maintained buffer strip. No such buffer shall, however, extend nearer to a street right-of-way line than the established building line of the adjoining residential lot, and no buffer shall be required upon any yard which abuts a public street.

(Ord. passed 5-21-84)

CONDITIONAL ZONING DISTRICT
§ 155.160 USE DISTRICTS.

The following zoning districts are divided into either general use or conditional zoning districts:
(A) Regular zoning districts.
(1) R-A or R-A-CD.
(2) R-20 or R-20-CD.
(3) R-12 or R-12-CD.
(4) R-8 or R-8-CD.
(5) R-M or R-M-CD.
(6) H-B or H-B-CD.
(7) N-B or N-B-CD.
(8) C-S or C-S-CD.
(9) S-P or S-P-CD
(10) G-I or G-I-CD
(11) H-I or H-I-CD
~~(10) I-1 or I-1-CD.~~
~~(11) I-2 or I-2-CD.~~
~~(12) I-3 or I-3-CD.~~
~~(13) I-4 or I-4-CD.~~

(B) Overlay districts.
(1) WS-III-CA
(2) WS-III-BW or WS-III-BW-CD
(3) WS-IV-CA
(4) WS-IV-PA or WS-IV-PA-CD
(5) QD

(Ord. passed 1-18-94; Am. Ord. passed 10-21-97; Am. Ord. passed 11-1-10; Am. Ord. passed 2-6-17; Am. Ord. passed 2-1-21)

Attachment: DC_BOC_packet_20210503 (Zoning Text Amendment 2021-01: Use Requirements)

§ 155.172 LANDSCAPING AND BUFFER REQUIREMENTS.

(F) ***Land use relationships*****.** The following land use relationships shall be used to determine required screening and buffering.

Proposed land use →

	Screening and Buffering				
	Group 1	Group 2	Group 3	Group 4 ←	Adjacent land use
Group 1	None	Type C	Type B	Type A	
Group 2	Type C	Type C	Type B	Type A	
Group 3	Type A	Type A	Type C	Type C	
Group 4	Type A	Type A	Type C	Type C	

a. Group 1 (least intensive): This includes all permitted uses in the R-A and R-20 districts
b. Group 2: This includes all permitted uses in the R-12, R-8, R-M, H-B, N-B and C-S districts.
c. Group 3: This includes all permitted uses in the ~~I-1 and I-2~~ **G-I** districts~~.~~
d. Group 4 (most intensive): This includes all permitted uses in ~~I-3, I-4~~ **H-I** and S-P districts.

Planning Board Recommendation The Planning Board reviewed the text amendment at their April 27th meeting and voted unanimously to recommend approval (see attached written recommendation).

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

☐ **Approve**; the amendment promotes public health, safety and general welfare; is consistent with all applicable adopted plans and considers the action to be reasonable and in the public interest; that said approval furthers the goals, objectives, actions and policies of the Land Development Plan and Growth Enhancement Strategy by clarifying industrial uses and standards from a ranking system to a simpler classification system.

☐ **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.

Attachment: DC_BOC_packet_20210503 (Zoning Text Amendment 2021-01: Use Requirements)

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

Written Recommendation from Planning Board April 27, 2021 Meeting

Zoning Text Amendment 2021-01. The Board reviewed a text amendment to the Zoning Ordinance in sections 155.120, 155.125, 155.147, 155.160, and 155.171 regarding use requirements.

The Board voted for Approval of the Zoning Text Amendment; (7 in favor and 0 opposed) the amendment promotes public health, safety and general welfare; is consistent with all applicable adopted plans and considers the action to be reasonable and in the public interest; that said approval furthers the goals, objectives, actions and policies of the Land Development Plan and Growth Enhancement Strategy by clarifying industrial uses and standards from a ranking system to a simpler classification system.

This reflects the recommendation of the Planning Board.

Attest:

Jeffrey Allen, Chairman
Davie County Planning Board

Attachment: DC_BOC_packet_20210503 (Zoning Text Amendment 2021-01: Use Requirements)

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

Interim County Manager
Michael M. Ruffin
Brock Recreation Center
644 N Main St
Mocksville, NC 27028
April 5, 2021 6:00 PM

MINUTES
Regular Meeting

1. Meeting Called to Order - Chairman Renegar

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

2. Invocation

The Invocation was offered by Commissioner Jones.

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

4. Ethics & Conflicts Disclosure

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

5. Adopt Agenda

A motion was made to change the proposed agenda to exclude a vote on the Cardinal Innovations - Foster Child Reinvestment Agreement by Commissioner Jones. Commissioner Finney seconded the motion. All were in favor, and the motion passed 4-0 (Renegar, Finney, Jones, Poindexter). Commissioner Jones made a motion to adopt the amended agenda. Commissioner Finney seconded the motion. All were in favor, and the motion passed 4-0 (Renegar, Finney, Jones, Poindexter).

6. Public Comment Period

There were three individuals who signed up to speak during the Public Comment Period:

1) Don Rhodes spoke in reference to Cardinal Innovations and changing the Managed Care Organization's (MCO). Mr. Rhodes sought input from several residents who utilize Cardinal Innovations services, and the vast majority are very satisfied with Cardinal's services. He is seeking no changes with Cardinal.

Minutes Acceptance: Minutes of Apr 5, 2021 6:00 PM (Approval of Minutes)

2) David Smith is unhappy with current development patterns in Davie County, as he wants Davie County to remain a rural county.

3) Andrew Backus wondered what the status is of the update of the comprehensive plan. He is hoping there will be citizen input in the comprehensive plan.

7. Presentations

There were four (4) presentations this evening:

1) Davie Youth Complex - Jerry Riddle, Davie Little League, presented information about Davie Little League, its history and current state of the fields and lighting and why they are asking for more funding from the County. Commissioner Jones stated that sports and tourism bring in over 3000 players and families to Davie County, and he is bothered by the debt that Davie Little League has. Commissioner Jones said he feels the County should relieve Davie little league of their $261k debt.

2) Capital Improvement Plan - presented by Robin West, Assistant County Manager and Brad Blackwelder, Management Analyst. They discussed the Capital and Debt service model and discussed key ratios (debt service to expenditures is too high over the 15%, but it's planned to go below this ratio in 2029). A Request For Qualifications (RFQ) will be going out tomorrow for the Detention Center.

3) State of River Park with Near Term Vision - presented by Paul Moore, Recreation and Parks Director and Addison Davis, Rowan County Executive Director IDEA. Mr. Davis stated the park has been closed for past year or 9 months; there are lots of things happening at the Park, and they are hoping to reopen in next month. Mr. Davis stated the River Park has been discovered, and the needs have changed. He is seeking more funds for the Park and wants a formal way to cement the relationship with Rowan County and Davie County.

4) Cardinal Innovations - Foster Child Reinvestment Agreement (no action will be taken on this item) was presented by County Manager, David Bone.

1. Davie Youth Complex
2. Capital Improvement Plan Presentation
3. State of River Park with Near Term Vision
4. Cardinal Innovations - Foster Child Reinvestment Agreement

8. Consent Agenda

Minutes Acceptance: Minutes of Apr 5, 2021 6:00 PM (Approval of Minutes)

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

A. Approval of Minutes

1. Board of Commissioners - Regular Meeting - Mar 1, 2021 6:00 PM

B. Tax Reports, Releases and Refunds

1. Releases, Refunds, and Percentage Reports

C. Budget Amendments/Transfers

1. Budget Amendments - April 2021

D. Contracts

1. Cooleemee Waste Water Treatment Plant Assessment and Construction Plan
2. Davie Economic Development Commission Interlocal Agreement
3. Interlocal with the Town of Bermuda Run
4. Amendment to Contract with Martin Starnes and Associates for Audit for FY 19-20

E. Resolutions

1. Resolution to Provide for Annual Updates for Emergency Medical and Convalescent Care Fees Update Current Fee Schedule Effective May 1, 2021

F. Proclamation

1. Proclamation - National Public Safety Telecommunicators Week April 11-17
2. Proclamation - North Carolina 811 Safe Digging Month

9. County Manager's Report

County Manager, David Bone, offered the following report:

- Davie County continues to lead the region in vaccinations. Continued thanks to our entire team making this happen!
- As of April 5th, Davie County had 3,865 total lab-confirmed COVID cases, 79 active cases, 4 current hospitalizations and 50 deaths.
- As of April 5th, Davie County has administered over 19,000 vaccine doses.
- As you are aware, the Government Center is the new home for the Sheriff's Office and Health & Human Services (HHS). Social Services moved to the Government Center on March 1st. Davie County Health moved to the Government Center last week, as did most divisions of the Davie County Sheriff's Office. Thank you to all of the staff who made this transition as smooth as possible!

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- Davie County staff continues to have ongoing dialogue with Cardinal Innovations, its plan of action, and issues / progress in service delivery.
- Many of the concerns about Cardinal involve foster care. The state plans to move to a statewide contract for the LME/MCO role in foster care, effective July 1, 2023. The provider winning the State Foster Care Plan will work with us to manage those higher level cases. The advantages of moving away from Cardinal decrease significantly once the Foster Care Plan and Medicaid Transformation are considered.
- County staff continues to have discussions with Cardinal about a possible site liaison position for Cardinal within Davie County Social Services. The liaison would participate in consultations regarding children who are involved with Child Protective Services or in-home services. A site liaison has begun in several counties. Davie County staff wants to ensure the liaison position is appropriately structured for maximum benefit, which is why this liaison position has not yet begun in Davie County. Our conversation about the liaison position continues.
- Last fall, Cardinal proposed a "Foster Care Investment Agreement" to each of the counties in its catchment area. Under this agreement, Cardinal would pay the county a per-member, per-month ("PMPM") rate for each child in the custody of the County for whom Cardinal received Foster Children capitation payments from NCDHHS during the previous month. Counties can use these funds to cover non-Medicaid items, like preliminary or transitional care, or social determinants of health like food, transportation, shelter and more. Davie County staff presented an updated foster care agreement at tonight's meeting. As you have time to review this updated agreement, please let us know what questions you have.
- A conversation with Cardinal's CEO Trey Sutten and several other counties concerning Medicaid Transformation and county disengagement efforts is scheduled for this week.
- Disengagement with an LME/MCO is a 12-month process, and there will be many changes within the next 12 months.
- It has been suggested disengagement with our LME/MCO could be challenging after the implementation of Medicaid Transformation on July 1, 2021.
- Please let me know what questions you have about Cardinal and the option of disengagement.
- Tonight you passed a proclamation establishing Telecommunicators Week. Thank you our Telecommunicators for what they do.

10. Old Business

There was no Old Business discussed this evening.

11. New Business

There was no New Business discussed this evening.

12. Commissioners' Comments

The Commissioners offered closing comments and thanked all for attending. Thanks were offered to staff for their continued hard work and dedication to Davie County.

Minutes Acceptance: Minutes of Apr 5, 2021 6:00 PM (Approval of Minutes)

13. Adjourn

Commissioner Poindexter made a motion to adjourn this evening's meeting at 7:41 p.m. Commissioner Finney seconded the motion. All were in favor, and the motion passed 4-0 (Renegar, Finney, Jones, Poindexter).

Minutes Acceptance: Minutes of Apr 5, 2021 6:00 PM (Approval of Minutes)

DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: May 3, 2021

Department: Tax Administration

Resource Person: Brian Myers

ISSUE/ACTION REQUESTED:
Releases, Refunds, and Percentage Reports

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

FISCAL IMPACT: Real and Personal releases: $4,462.10 County Real and Personal Refunds: $474.04 EMS releases: $662.82 NCVTS Refunds: $2,118.40

COUNTY MANAGERS; RECOMMENDATION:
<County Manager Comments Here>

ATTACHMENTS:
April Reports

COMMISSIONER APPROVAL OF RELEASES & REFUNDS

PROCESSED: MARCH 15 2021 Thru APRIL 14 2021

REGULAR RELEASES	
MOTOR VEHICLE	$0.00
REAL & PERSONAL	$4,462.10
EMS	$662.82
TOTALS	$5,124.92

REGULAR REFUNDS	
MOTOR VEHICLE	$0.00
REAL & PERSONAL	$474.04
TOTALS	$474.04

COUNTY GRAND TOTAL $5,598.96

PROCESSED: April 2021

NEW MOTOR VEHICLE SYSTEM REFUNDS (VTS)	
MOTOR VEHICLE NCVTS	$2,118.40

TERRY RENEGAR
CHAIRMAN OF THE BOARD
DAVIE COUNTY BOARD OF COMMISSIONERS

Attachment: April Reports (Tax Reports)

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date
4/15/2021

Payee Name	Address 1	Address 3	Refund Type	Bill #	Status	Refund Description	Refund Reason	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
ATWOOD, JOHN TODD	135 N WENTWORTH DR	MOCKSVILLE, NC 27028	Proration	00483080 01	PENDING	Refund Generated due to proration on Bill #00483080	Vehicle Sold	C ADVL	Tax	($88.48)	$0.00	($88.48)
								CI02ADVL	Tax	($34.77)	$0.00	($34.77)
								CI02ADVL	Vehicle	$0.00	$0.00	$0.00
								FIREADVL12	Tax	($4.79)	$0.00	($4.79)
											Refund	$128.04
BARAD, VIJAYSINH MOHAN	1642 US HIGHWAY 601 S	MOCKSVILLE, NC 27028	Proration	00363222 24	PENDING	Refund Generated due to	Vehicle Sold	C ADVL	Tax	($10.55)	$0.00	($10.55)
								FIREADVL10	Tax	($0.57)	$0.00	($0.57)
											Refund	$11.12
BOGER, CHARLES LEE	127 HARDY RD	HARMONY, NC 28634	Proration	00375516 08	PENDING	Refund Generated due to	Vehicle Sold	C ADVL	Tax	($4.21)	$0.00	($4.21)
								FIREADVL14	Tax	($0.23)	$0.00	($0.23)
											Refund	$4.44
BROWDER, DEANA HARTMAN	187 POND LN	ADVANCE, NC 27006	Proration	00300594 80	PENDING	Refund Generated due to proration on Bill	Vehicle Sold	C ADVL	Tax	($13.86)	$0.00	($13.86)
								ADVRUR	Tax	($0.46)	$0.00	($0.46)
								FIREADVL1	Tax	($0.75)	$0.00	($0.75)
											Refund	$15.07
CARTER, TODD HAYSE	116 CREEKVIEW DR	ADVANCE, NC 27006	Proration	00569153 13	PENDING	Refund Generated due to proration on Bill	Vehicle Sold	C ADVL	Tax	($274.21)	$0.00	($274.21)
								ADVRUR	Tax	($9.06)	$0.00	($9.06)
								FIREADVL1	Tax	($14.86)	$0.00	($14.86)
											Refund	$298.13
DYSON, ALVIN BENNY	207 GREENHILL RD	MOCKSVILLE, NC 27028	Proration	00264047 49	PENDING	Refund Generated due to	Vehicle Sold	C ADVL	Tax	($46.86)	$0.00	($46.86)
								FIREADVL2	Tax	($2.54)	$0.00	($2.54)
											Refund	$49.40
DYSON, KAREN FITZGERALD	129 BROOKSIDE LN	ADVANCE, NC 27006	Proration	00481888 83	PENDING	Refund Generated due to proration on	Vehicle Sold	C ADVL	Tax	($87.87)	$0.00	($87.87)
								FIREADVL8	Tax	($4.76)	$0.00	($4.76)
											Refund	$92.63

Attachment: April Reports (Tax Reports)

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 1/15/2021

HUNDLEY, MICHAEL STEPHEN	1330 CORNATZER RD	MOCKSVILLE, NC 27028	Proration	0044843113	PENDING	Refund Generated due to proration on	Vehicle Sold	C ADVL	Tax	($41.42)	$0.00	($41.42)
								FIREADVL5	Tax	($2.25)	$0.00	($2.25)
											Refund	$43.67
IVEY, PHILIP ALLEN	134 LAKESIDE DR	ADVANCE, NC 27006	Proration	0002122061	PENDING	Refund Generated due to proration on Bill	Vehicle Sold	C ADVL	Tax	($56.58)	$0.00	($56.58)
								ADVRUR	Tax	($1.87)	$0.00	($1.87)
								FIREADVL1	Tax	($3.07)	$0.00	($3.07)
											Refund	$61.52
KEPICH, JOHN ANTHONY	161 ROCKY SPRINGS TRAIL	MOCKSVILLE, NC 27028	Proration	0046042417	PENDING	Refund Generated due to	Vehicle Sold	C ADVL	Tax	($36.96)	$0.00	($36.96)
								FIREADVL16	Tax	($2.00)	$0.00	($2.00)
											Refund	$38.96
LATHAM, KIMBERLY JONES	119 IMPERIAL LN	ADVANCE, NC 27006	Proration	0027016412	PENDING	Refund Generated due to	Vehicle Sold	C ADVL	Tax	($31.62)	$0.00	($31.62)
								FIREADVL9	Tax	($1.71)	$0.00	($1.71)
											Refund	$33.33
MCCARTHY, KEVIN MICHAEL	181 SPYGLASS DR	ADVANCE, NC 27006	Proration	0040785854	PENDING	Refund Generated due to proration on Bill	Vehicle Sold	C ADVL	Tax	($18.91)	$0.00	($18.91)
								CI03ADVL	Tax	($3.84)	$0.00	($3.84)
								FIREADVL15	Tax	($1.02)	$0.00	($1.02)
											Refund	$23.77
MITCHELL, DAWN MARSHALL	179 LERA LN	MOCKSVILLE, NC 27028	Proration	0060050697	PENDING	Refund Generated due to	Vehicle Sold	C ADVL	Tax	($30.24)	$0.00	($30.24)
								FIREADVL15	Tax	($1.64)	$0.00	($1.64)
											Refund	$31.88
PERRY, FRANK JOSEPH	125 LONETREE DR	ADVANCE, NC 27006	Adjustment < $100	0050960402	PENDING	Refund Generated due to adjustment on Bill	Over Assessment	C ADVL	Tax	($89.58)	$0.00	($89.58)
								ADVRUR	Tax	($2.95)	$0.00	($2.95)
								FIREADVL1	Tax	($4.86)	$0.00	($4.86)
											Refund	$97.39
RILEY, GARY LESTER	146 TODD RD	ADVANCE, NC 27006	Adjustment < $100	0059690312	PENDING	Refund Generated due to	Over Assessment	C ADVL	Tax	($27.82)	$0.00	($27.82)
								FIREADVL9	Tax	($1.51)	$0.00	($1.51)
											Refund	$29.33

Attachment: April Reports (Tax Reports)

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 1/15/2021

ROMINE, BRADLEY REED	PO BOX 1784	CLEMMONS, NC 27012	Proration	0049393697	PENDING	Refund Generated due to proration on Bill	Vehicle Sold	C ADVL	Tax	($50.99)	$0.00	($50.99)
								CI03ADVL	Tax	($10.36)	$0.00	($10.36)
								FIREADVL1	Tax	($2.76)	$0.00	($2.76)
											Refund	$64.11
ROMINE, REED THOMAS	PO BOX 1784	CLEMMONS, NC 27012	Proration	0055218974	PENDING	Refund Generated due to proration on Bill	Vehicle Sold	C ADVL	Tax	($69.18)	$0.00	($69.18)
								CI03ADVL	Tax	($14.06)	$0.00	($14.06)
								FIREADVL1	Tax	($3.75)	$0.00	($3.75)
											Refund	$86.99
SWEAT, RITA CARPENTER	180 SWEAT TRL	MOCKSVILLE, NC 27028	Proration	0008992063	PENDING	Refund Generated due to proration on	Vehicle Sold	C ADVL	Tax	($3.79)	$0.00	($3.79)
								FIREADVL8	Tax	($0.20)	$0.00	($0.20)
											Refund	$3.99
SWEAT, RITA CARPENTER	180 SWEAT TRL	MOCKSVILLE, NC 27028	Proration	0039342793	PENDING	Refund Generated due to proration on	Vehicle Sold	C ADVL	Tax	($28.04)	$0.00	($28.04)
								FIREADVL8	Tax	($1.52)	$0.00	($1.52)
											Refund	$29.56
TAYLOR, CHARLES WILLIAM	472 N MAIN ST	MOCKSVILLE, NC 27028	Proration	0048567593	PENDING	Refund Generated due to proration on Bill #00485675	Vehicle Sold	C ADVL	Tax	($31.81)	$0.00	($31.81)
								CI02ADVL	Tax	($12.50)	$0.00	($12.50)
								CI02ADVL	Vehicle	$0.00	$0.00	$0.00
								FIREADVL12	Tax	($1.73)	$0.00	($1.73)
											Refund	$46.04
TEDDER, JASON CHRISTOPHER	140 ELM ST	MOCKSVILLE, NC 27028	Proration	0026711399	PENDING	Refund Generated due to proration on	Vehicle Sold	C ADVL	Tax	($1.73)	$0.00	($1.73)
								FIREADVL12	Tax	($0.09)	$0.00	($0.09)
											Refund	$1.82
THOMPSON, BOBBY MUSE	131 STERLING DR	MOCKSVILLE, NC 27028	Proration	0037372821	PENDING	Refund Generated due to proration on Bill #00373728	Vehicle Sold	C ADVL	Tax	($24.00)	($1.38)	($25.38)
								CI02ADVL	Tax	($9.43)	($0.54)	($9.97)
								CI02ADVL	Vehicle	$0.00	$0.00	$0.00
								FIREADVL12	Tax	($1.30)	($0.08)	($1.38)
											Refund	$36.73

Attachment: April Reports (Tax Reports)

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date

VARGAS, RAUL HERNANDEZ	142 GREENWOOD AVE	MOCKSVILLE, NC 27028	Proration	0044583549	PENDING	Refund Generated due to proration on Bill #00445835	Vehicle Sold	C ADVL	Tax	($10.52)	$0.00	($10.52)
								CI02ADVL	Tax	($4.13)	$0.00	($4.13)
								CI02ADVL	Vehicle	$0.00	$0.00	$0.00
								FIREADVL12	Tax	($0.57)	$0.00	($0.57)
											Refund	$15.22
VILLAGE SALES	1719 US HWY 601 S	MOCKSVILLE, NC 27028	Proration	0058421266	PENDING	Refund Generated due to proration on Bill #00584212	Other Errors	C ADVL	Tax	($548.46)	$0.00	($548.46)
								CI02ADVL	Tax	($215.52)	$0.00	($215.52)
								CI02ADVL	Vehicle	$0.00	$0.00	$0.00
								FIREADVL12	Tax	($29.73)	$0.00	($29.73)
											Refund	$793.71
WEST, BOBBY RAY	326 PINE RIDGE RD	MOCKSVILLE, NC 27028	Proration	0058857573	PENDING	Refund Generated due to	Vehicle Sold	C ADVL	Tax	($32.90)	$0.00	($32.90)
								FIREADVL10	Tax	($1.78)	$0.00	($1.78)
											Refund	$34.68
WHITE, HARRIET JANET	PO BOX 502	COOLEEMEE, NC 27014	Proration	0024926709	PENDING	Refund Generated due to	Vehicle Sold	C ADVL	Tax	($31.66)	$0.00	($31.66)
								FIREADVL4	Tax	($1.72)	$0.00	($1.72)
											Refund	$33.38
YOUNG, KAITLYN MARIE	2670 US HIGHWAY 158	MOCKSVILLE, NC 27028	Proration	0059562274	PENDING	Refund Generated due to	Vehicle Sold	C ADVL	Tax	($12.79)	$0.00	($12.79)
								FIREADVL	Tax	($0.70)	$0.00	($0.70)
											Refund	$13.49
											Refund	$2118.40

Attachment: April Reports (Tax Reports)

RUN DATE: 4/15/2021 2:18 PM

DAVIE COUNTY REFUND REPORT
REGULAR REFUND REPORT 3/15/2021-4/14/2021

PARAMETERS SELECTED FOR ACTIVITY REFUND REPORT:

TRANSACTION DATE RANGE: 03/15/2021 12:00:00 AM - 04/14/2021 12:00:00 AM
PAYMENT DATE RANGE:
USER/OPERATOR: ,R2
TAX DISTRICT(S):
BILL YEAR RANGE:
BILL# RANGE:

BILL TYPE: Both

SORT BY: Name

RELEASE NUMBER ONLY:No

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

Attachment: April Reports (Tax Reports)

RUN DATE: 4/15/2021 2:18 PM

DAVIE COUNTY REFUND REPORT
REGULAR REFUND REPORT 3/15/2021-4/14/2021

NAME	BILL NUMBER		PAYMENT TYPE	AMOUNT	OPER	DATE TIME
8304686	2016-10288	RP: K5100A0022		60.67	R2	4/14/2021 10:48:46 AM
GRIFFIN CAROL JEAN						
221 CANNONBALL WAY						
ODENTON, MD 21113						
		REFUND RECIPIENT:				
8304686	2017-25544	RP: K5100A0022		60.67	R2	4/14/2021 10:49:53 AM
GRIFFIN CAROL JEAN						
221 CANNONBALL WAY						
ODENTON, MD 21113						
		REFUND RECIPIENT:				
8304686	2018-11677	RP: K5100A0022		61.46	R2	4/14/2021 10:50:19 AM
GRIFFIN CAROL JEAN						
221 CANNONBALL WAY						
ODENTON, MD 21113						
		REFUND RECIPIENT:				
8308032	2020-22384	PERSONAL PROPERTY		15.06	R2	3/16/2021 4:06:57 PM
LOOKABILL JUSTIN						
124 CENTER CIR						
MOCKSVILLE, NC 27028		PD BY ADP FOR LEXINGTON FURNITURE				
		REFUND RECIPIENT: LOOKABILL JUSTIN 124 CENTER CIR Mocksville NC 27028				
8312462	2020-28810	PERSONAL PROPERTY		34.02	R2	4/7/2021 9:03:09 AM
LUNDGREN GAIL PARDON						
372 DULIN RD						
MOCKSVILLE, NC 27028						
		REFUND RECIPIENT: LUNDGREN GAIL 372 DULIN RD Mocksville NC 27028				
82521054	2019-7979	RP: B500000115		191.34	R2	3/30/2021 8:54:14 AM
SMITH CRAIG HOWARD						
SMITH YVONNE C						

Attachment: April Reports (Tax Reports)

RUN DATE: 4/15/2021 2:18 PM

DAVIE COUNTY REFUND REPORT
REGULAR REFUND REPORT 3/15/2021-4/14/2021

NAME	BILL NUMBER		PAYMENT TYPE	AMOUNT	OPER	DATE TIME
157 RIDDLE CIRCLE						
ADVANCE, NC 27006						
		REFUND RECIPIENT: SMITH CRAIG 157 RIDDLE CIRCLE Advance NC 27006				
82521054	2019-3116	RP: B500000048		50.82	R2	3/30/2021 8:56:30 AM
SMITH CRAIG HOWARD						
SMITH YVONNE C						
157 RIDDLE CIRCLE						
ADVANCE, NC 27006						
		REFUND RECIPIENT: SMITH CRAIG 157 RIDDLE CIRCLE Advance NC 27006				

TOTAL REFUNDS PRINTED:	**474.04**
TOTAL VOID REFUNDS:	**0.00**
TOTAL:	**474.04**

Attachment: April Reports (Tax Reports)

RUN DATE: 4/15/2021 2:18 PM

DAVIE COUNTY REFUND REPORT
REGULAR REFUND REPORT 3/15/2021-4/14/2021

VOIDED REFUND AMOUNTS OF REFUNDS NOT IN 3/15/2021 - 4/14/2021

NAME	BILL NUMBER	AMOUNT	OPER	PAYMENT TYPE	DATE	TIME	REFUND DATE

TOTAL VOID REFUNDS:

Attachment: April Reports (Tax Reports)

RUN DATE: 4/15/2021 2:22 PM

DAVIE COUNTY REFUND REPORT
VEHICLE REFUND REPORT 3/15/2021-4/14/2021

PARAMETERS SELECTED FOR ACTIVITY REFUND REPORT:

TRANSACTION DATE RANGE: 03/15/2021 12:00:00 AM - 04/14/2021 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 -

Attachment: April Reports (Tax Reports)

RUN DATE: 4/15/2021 2:22 PM

DAVIE COUNTY REFUND REPORT
VEHICLE REFUND REPORT 3/15/2021-4/14/2021

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

Attachment: April Reports (Tax Reports)

RUN DATE: 4/15/2021 2:22 PM

DAVIE COUNTY REFUND REPORT
VEHICLE REFUND REPORT 3/15/2021-4/14/2021

VOIDED REFUND AMOUNTS OF REFUNDS NOT IN 3/15/2021 - 4/14/2021

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

Attachment: April Reports (Tax Reports)

RUN DATE: 4/15/2021 2:28 PM

REGULAR RELEASE REPORT 3/15/2021-4/14/2021
Davie County

PARAMETERS SELECTED FOR RELEASES REPORT:

TRANSACTION DATE/TIME RANGE: 03/15/2021 - 04/14/2021
PAYMENT DATE RANGE:
BILL TYPE: Regular
BILL YEAR/NUMBER RANGE:
PRINT TOTALS ONLY: No
USER/OPERATOR:
EXCLUDE USERS/OPERATORS: ,R2
SORT ORDER: Name
REPORT TITLE: REGULAR RELEASE REPORT 3/15/2021-4/14/2021
DISTRICT/TYPE/FEE:
BATCH MONTH RANGE:
BATCH YEAR RANGE:
BATCH REAL TIME:
INCLUDE ONLY THOSE WITH RELEASE NUMBERS: No

Attachment: April Reports (Tax Reports)

Attachment: April Reports (Tax Reports)

RUN DATE: 4/15/2021 2:28 PM

REGULAR RELEASE REPORT 3/15/2021-4/14/2021
Davie County

NAME	BILL NUMBER		OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
8303455	2020-9342	DY:0RP:G700000001	Heather B	3/24/2021 9:21:30 AM			
BARBARA D SMITH FAMILY LLC							
					C ADVTFEE	429,470.00	3.00
		REMOVING THE ADVERTISING FEE				TOTAL RELEASES:	3.00
12176000	2020-28248	DY: PERSONAL PROPERTY	krafie	4/5/2021 9:59:15 AM			
CAIN MARSHALL A							
					CI02PEN FEE	11,890.00	3.45
					C PEN FEE	11,890.00	8.78
					C ADVLTAX	11,890.00	87.75
					CI02ADVLTAX	11,890.00	34.48
					FR12ADVLTAX	11,890.00	4.76
					FR12PEN FEE	11,890.00	0.48
		SOLD PROPERTY AND MOVED OUT OF DAVIE COUNTY IN 2019. LISTING FOR MVEH SHOULD HAVE BEEN DELETED OUT THE SYSTEM FOR 2020.				TOTAL RELEASES:	139.70
8312142	2020-28653	DY: PERSONAL PROPERTY	krafie	3/16/2021 9:48:39 AM			
CALLAHAN LANA JEAN							
					FR12PEN FEE	2,664.00	0.11
					FR12ADVLTAX	2,664.00	1.07
					C ADVLTAX	2,664.00	19.66
					C PEN FEE	2,664.00	1.97
		MOBILE HOME WAS RETITLED TO LONNIE ALLEN THOMAS 11/2019. RELEASE AND REBILL				TOTAL RELEASES:	22.81
8315124	2020-33037	DY: RP:	Heather B	3/30/2021 8:22:03 AM			
CAO LIHN							
					C EMS GARN FEE	0.00	60.00
					C-EMS DELQ FEE	0.00	602.82
		PAID THROUGH EMSMC				TOTAL RELEASES:	662.82
999999999999	2020-999999	DY: RP:	BRANDIP	3/23/2021 11:53:58 AM			
DAVIE COUNTY FEE COLLECTION							
					C OCCPFEE		319.63
		COUNTY OCCP FEE-NOT MOCKSVILLE				TOTAL RELEASES:	319.63
999999999999	2020-999999	DY: RP:	BRANDIP	3/23/2021 2:47:51 PM			
DAVIE COUNTY FEE COLLECTION							
					CI02OCCPFEE		470.30
		WRONG AMOUNT				TOTAL RELEASES:	470.30
202020078100	2020-200781	DY:19 PERSONAL PROPERTY	Klogan	3/23/2021 3:32:26 PM			
DRAUGHN BILLY WAYNE JR							
					FR04ADVLTAX	8,160.00	3.81
					CI01ADVLTAX	8,160.00	39.98
					C ADVLTAX	8,160.00	70.26
		DUPLICATE BILL				TOTAL RELEASES:	114.05
202020088000	2020-200880	DY:19 PERSONAL PROPERTY	RebeccaR	3/18/2021 9:47:59 AM			
ELLIS ELIZABETH MARIE							
					C ADVLTAX	4,940.00	15.19
					FIREADVLTAX	4,940.00	0.82
		DUPLICATED GAP BILL				TOTAL RELEASES:	16.01

Attachment: April Reports (Tax Reports)

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REGULAR RELEASE REPORT 3/15/2021-4/14/2021
Davie County

NAME	BILL NUMBER		OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
28058000	2020-4161	DY:0RP:E600000041	Heather B	3/25/2021 4:27:19 PM			
FRYE RALPH H							
					C ADVTFEE	304,720.00	3.00
		PROVIDED DOCUMENTATION FROM BANK				TOTAL RELEASES:	3.00
8301466	2020-23346	DY: PERSONAL PROPERTY	krafie	3/17/2021 11:14:04 AM			
GRACE MOTORS							
					CI03PEN FEE	860.00	0.13
					CI03ADVLTAX	860.00	1.29
					C PEN FEE	860.00	0.64
					C ADVLTAX	860.00	6.35
					FR15ADVLTAX	860.00	0.34
					FR15PEN FEE	860.00	0.03
		BUSINESS WAS DISSOLVED BY NC SEC OF STATE 10/2019 FOR NOT FILING ANNUAL REPORT. HAD NOT FILED A REPORT SINCE 2017.				TOTAL RELEASES:	8.78
8301466	2019-24088	DY: PERSONAL PROPERTY	krafie	3/17/2021 11:56:22 AM			
GRACE MOTORS							
					CI03PEN FEE	905.00	0.14
					C PEN FEE	905.00	0.67
					CI03ADVLTAX	905.00	1.36
					C ADVLTAX	905.00	6.68
					FR15ADVLTAX	905.00	0.36
					FR15PEN FEE	905.00	0.04
		PER ANNUAL REPORT FILED IN 2015 WITH THE NC SEC OF STATE, BUSINESS ADDRESS WAS MOVED TO CLEMMONS, NC				TOTAL RELEASES:	9.25
8301466	2018-18542	DY: PERSONAL PROPERTY	krafie	3/17/2021 11:55:50 AM			
GRACE MOTORS							
					CI03PEN FEE	905.00	0.14
					FIREPEN FEE	905.00	0.04
					CI03ADVLTAX	905.00	1.36
					C PEN FEE	905.00	0.67
					FIREADVLTAX	905.00	0.36
					C ADVLTAX	905.00	6.68
		PER ANNUAL REPORT FILED IN 2015 WITH THE NC SEC OF STATE, BUSINESS ADDRESS WAS MOVED TO CLEMMONS, NC				TOTAL RELEASES:	9.25
8301466	2017-5937	DY: PERSONAL PROPERTY	krafie	3/17/2021 11:55:28 AM			
GRACE MOTORS							
					CI03PEN FEE	905.00	0.14
					FIREPEN FEE	905.00	0.04
					CI03ADVLTAX	905.00	1.36
					C PEN FEE	905.00	0.66
					FIREADVLTAX	905.00	0.36
					C ADVLTAX	905.00	6.59
		PER ANNUAL REPORT FILED IN 2015 WITH THE NC SEC OF STATE, BUSINESS ADDRESS WAS MOVED TO CLEMMONS, NC				TOTAL RELEASES:	9.15

Attachment: April Reports (Tax Reports)

RUN DATE: 4/15/2021 2:28 PM

REGULAR RELEASE REPORT 3/15/2021-4/14/2021
Davie County

NAME	BILL NUMBER		OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
8301466	2016-10051	DY: PERSONAL PROPERTY	krafie	3/17/2021 11:55:08 AM			
GRACE MOTORS							
					CI03PEN FEE	905.00	0.14
					C PEN FEE	905.00	0.66
					FIREPEN FEE	905.00	0.04
					CI03ADVLTAX	905.00	1.36
					FIREADVLTAX	905.00	0.36
					C ADVLTAX	905.00	6.59
					TOTAL RELEASES:		9.15
		PER ANNUAL REPORT FILED IN 2015 WITH THE NC SEC OF STATE, BUSINESS ADDRESS WAS MOVED TO CLEMMONS, NC					
8301466	2015-9977	DY: PERSONAL PROPERTY	krafie	3/17/2021 11:54:34 AM			
GRACE MOTORS							
					CI03ADVLTAX	905.00	1.36
					C ADVLTAX	905.00	6.59
					FIREADVLTAX	905.00	0.36
					TOTAL RELEASES:		8.31
		PER ANNUAL REPORT FILED IN 2015 WITH THE NC SEC OF STATE, BUSINESS ADDRESS WAS MOVED TO CLEMMONS, NC					
202020075000	2020-200750	DY:19 PERSONAL PROPERTY	Klogan	3/23/2021 2:33:40 PM			
HANDY HELEN LOUISE							
					C ADVLTAX	2,440.00	103.54
					FIREADVLTAX	2,440.00	5.61
		DUPLICATE BILL			TOTAL RELEASES:		109.15
202020077700	2020-200777	DY:19 PERSONAL PROPERTY	Klogan	3/24/2021 9:08:07 AM			
HENDRIX DANA SLUSER							
					C ADVLTAX	500.00	4.92
					FR09ADVLTAX	500.00	0.27
		DUPLICATE BILL			TOTAL RELEASES:		5.19
202020082500	2020-200825	DY:19 PERSONAL PROPERTY	Klogan	3/24/2021 9:05:43 AM			
HOLCOMB ANTHONY STEWART							
					FR12ADVLTAX	17,910.00	9.55
					C ADVLTAX	17,910.00	176.23
		DUPLICATE BILL			TOTAL RELEASES:		185.78
202020080700	2020-200807	DY:19 PERSONAL PROPERTY	Klogan	3/24/2021 9:01:55 AM			
HOLCOMB ANTHONY STEWART							
					FR12ADVLTAX	2,580.00	0.43
					C ADVLTAX	2,580.00	7.93
		DUPLICATE BILL			TOTAL RELEASES:		8.36
36421000	2020-8636	DY: PERSONAL PROPERTY	krafie	3/18/2021 1:08:13 PM			
HOLLEMAN JOHNNY E							
					C ADVLTAX	3,000.00	22.14
					C PEN FEE	3,000.00	2.21
					FR10ADVLTAX	3,000.00	1.20
					FR10PEN FEE	3,000.00	0.12
					TOTAL RELEASES:		25.67
		JOHNNY HOLLEMAN PASSED AWAY IN 2019. LAND TRANSFERRED TO HIS HEIRS AT THAT TIME, AND HAS SINCE BEEN SOLD.					

Attachment: April Reports (Tax Reports)

RUN DATE: 4/15/2021 2:28 PM

REGULAR RELEASE REPORT 3/15/2021-4/14/2021
Davie County

NAME	BILL NUMBER		OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
202020075600	2020-200756	DY:19 PERSONAL PROPERTY	Klogan	3/24/2021 9:09:19 AM			
HOWELL LARRY WAYNE JR							
					FIREADVLTAX	5,800.00	2.13
					CI02ADVLTAX	5,800.00	15.42
					C ADVLTAX	5,800.00	39.24
		DUPLICATE BILL			TOTAL RELEASES:		56.79
202020083200	2020-200832	DY:19 PERSONAL PROPERTY	Klogan	3/24/2021 9:10:29 AM			
HUNTER JESSICA NICOLE							
					C ADVLTAX	14,840.00	45.63
					FIREADVLTAX	14,840.00	2.47
		DUPLICATE BILL			TOTAL RELEASES:		48.10
8312501	2020-28848	DY: PERSONAL PROPERTY	krafie	3/17/2021 3:34:43 PM			
JONES JEFFERY DAVID							
					C ADVLTAX	2,424.00	17.89
					C PEN FEE	2,424.00	1.79
					FR16PEN FEE	2,424.00	0.10
					FR16ADVLTAX	2,424.00	0.97
		SOLD PROPERTY AT 283 PEPPERSTONE IN 2019 AND MOVED TO FL.			TOTAL RELEASES:		20.75
8308032	2020-22384	DY: PERSONAL PROPERTY	krafie	3/16/2021 4:03:00 PM			
LOOKABILL JUSTIN							
					FR09ADVLTAX	1,650.00	-0.66
					C ADVLTAX	1,639.00	-12.10
					TOTAL RELEASES:		-12.76
8308032	2020-22384	DY: PERSONAL PROPERTY	krafie	3/16/2021 4:00:03 PM			
LOOKABILL JUSTIN							
					FR09ADVLTAX	1,650.00	0.66
					C ADVLTAX	1,639.00	12.10
		CAMPER WAS NOT ON THE FOREST LAKE PARK LIST FOR 2020			TOTAL RELEASES:		12.76
8312462	2020-28810	DY: PERSONAL PROPERTY	ipotts	4/6/2021 11:54:36 AM			
LUNDGREN GAIL PARDON							
					C ADVLTAX	28,790.00	212.47
					FR15ADVLTAX	28,798.00	11.52
		MOBILE HOME IS DOUBLE LISTED ALSO LISTED AS REQL PROPERTY IN SHERREE BURTON MAP # G6 - 14.02.			TOTAL RELEASES:		223.99
8303011	2019-14346	DY: PERSONAL PROPERTY	krafie	3/19/2021 8:50:59 AM			
MAJOR TODD							
					FR15ADVLTAX	510.00	0.20
					FR15PEN FEE	510.00	0.02
					C ADVLTAX	510.00	3.76
					C PEN FEE	510.00	0.38
		SOLD REAL PROPERTY IN 2018 AND MOVED TO MINNESOTA			TOTAL RELEASES:		4.36
8303011	2020-6355	DY: PERSONAL PROPERTY	krafie	3/19/2021 8:51:23 AM			
MAJOR TODD							
					FR15ADVLTAX	500.00	0.20
					FR15PEN FEE	500.00	0.02

Attachment: April Reports (Tax Reports)

RUN DATE: 4/15/2021 2:28 PM

REGULAR RELEASE REPORT 3/15/2021-4/14/2021
Davie County

NAME	BILL NUMBER		OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
					C ADVLTAX	500.00	3.69
					C PEN FEE	500.00	0.37
		SOLD REAL PROPERTY IN 2018 AND MOVED TO MINNESOTA			TOTAL RELEASES:		4.28
82524458	2019-25092	DY: PERSONAL PROPERTY	krafie	3/16/2021 3:35:25 PM			
MARQUEZ GRACIELA JILES							
					C PEN FEE	7,252.00	5.35
					FR02ADVLTAX	7,252.00	2.90
					C ADVLTAX	7,252.00	53.52
					FR02PEN FEE	7,252.00	0.29
		MOBILE HOME TITLE WAS TRANSFERRED TO LARRY DEAN CAMPBELL IN 2006. IS LISTED BY LARRY.			TOTAL RELEASES:		62.06
82524458	2020-27705	DY: PERSONAL PROPERTY	krafie	3/16/2021 3:35:52 PM			
MARQUEZ GRACIELA JILES							
					C ADVLTAX	7,252.00	53.52
					C PEN FEE	7,252.00	5.35
					FR02ADVLTAX	7,252.00	2.90
					FR02PEN FEE	7,252.00	0.29
		MOBILE HOME TITLE WAS TRANSFERRED TO LARRY DEAN CAMPBELL IN 2006. IS LISTED BY LARRY.			TOTAL RELEASES:		62.06
82524458	2018-18897	DY: PERSONAL PROPERTY	krafie	3/16/2021 3:34:04 PM			
MARQUEZ GRACIELA JILES							
					C PEN FEE	7,252.00	5.35
					FIREPEN FEE	7,252.00	0.29
					C ADVLTAX	7,252.00	53.52
					FIREADVLTAX	7,252.00	2.90
		MOBILE HOME TITLE WAS TRANSFERRED TO LARRY DEAN CAMPBELL IN 2006. IS LISTED BY LARRY.			TOTAL RELEASES:		62.06
82524458	2017-23972	DY: PERSONAL PROPERTY	krafie	3/16/2021 3:33:44 PM			
MARQUEZ GRACIELA JILES							
					C PEN FEE	4,610.00	3.36
					FIREPEN FEE	4,610.00	0.18
					C ADVLTAX	4,610.00	33.56
					FIREADVLTAX	4,610.00	1.84
		MOBILE HOME TITLE WAS TRANSFERRED TO LARRY DEAN CAMPBELL IN 2006. IS LISTED BY LARRY.			TOTAL RELEASES:		38.94
82524458	2008-14908	DY: PERSONAL PROPERTY	krafie	3/16/2021 3:30:15 PM			
MARQUEZ GRACIELA JILES							
					C PEN FEE	8,170.00	5.07
					FIREPEN FEE	8,170.00	0.33
					C ADVLTAX	8,170.00	50.65
					FIREADVLTAX	8,170.00	3.27
		MOBILE HOME TITLE WAS TRANSFERRED TO LARRY DEAN CAMPBELL IN 2006. IS LISTED BY LARRY.			TOTAL RELEASES:		59.32

Attachment: April Reports (Tax Reports)

RUN DATE: 4/15/2021 2:28 PM

REGULAR RELEASE REPORT 3/15/2021-4/14/2021
Davie County

NAME	BILL NUMBER		OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
82524458	2007-14850	DY: PERSONAL PROPERTY	krafie	3/16/2021 3:29:44 PM			
MARQUEZ GRACIELA JILES							
					C PEN FEE	8,780.00	5.44
					FIREPEN FEE	8,780.00	0.35
					C ADVLTAX	8,780.00	54.44
					FIREADVLTAX	8,780.00	3.51
		MOBILE HOME TITLE WAS TRANSFERRED TO LARRY DEAN CAMPBELL IN 2006. IS LISTED BY LARRY.				TOTAL RELEASES:	63.74
82524458	2009-15067	DY: PERSONAL PROPERTY	krafie	3/16/2021 3:30:35 PM			
MARQUEZ GRACIELA JILES							
					C PEN FEE	7,630.00	4.43
					FIREPEN FEE	7,630.00	0.31
					C ADVLTAX	7,630.00	44.25
					FIREADVLTAX	7,630.00	3.05
		MOBILE HOME TITLE WAS TRANSFERRED TO LARRY DEAN CAMPBELL IN 2006. IS LISTED BY LARRY.				TOTAL RELEASES:	52.04
82524458	2010-15146	DY: PERSONAL PROPERTY	krafie	3/16/2021 3:30:55 PM			
MARQUEZ GRACIELA JILES							
					C PEN FEE	7,140.00	4.14
					FIREPEN FEE	7,140.00	0.29
					C ADVLTAX	7,140.00	41.41
					FIREADVLTAX	7,140.00	2.86
		MOBILE HOME TITLE WAS TRANSFERRED TO LARRY DEAN CAMPBELL IN 2006. IS LISTED BY LARRY.				TOTAL RELEASES:	48.70
82524458	2011-15187	DY: PERSONAL PROPERTY	krafie	3/16/2021 3:31:22 PM			
MARQUEZ GRACIELA JILES							
					C PEN FEE	6,630.00	3.85
					FIREPEN FEE	6,630.00	0.27
					C ADVLTAX	6,630.00	38.45
					FIREADVLTAX	6,630.00	2.65
		MOBILE HOME TITLE WAS TRANSFERRED TO LARRY DEAN CAMPBELL IN 2006. IS LISTED BY LARRY.				TOTAL RELEASES:	45.22
82524458	2012-16049	DY: PERSONAL PROPERTY	krafie	3/16/2021 3:31:48 PM			
MARQUEZ GRACIELA JILES							
					C PEN FEE	6,190.00	3.59
					FIREPEN FEE	6,190.00	0.25
					C ADVLTAX	6,190.00	35.90
					FIREADVLTAX	6,190.00	2.48
		MOBILE HOME TITLE WAS TRANSFERRED TO LARRY DEAN CAMPBELL IN 2006. IS LISTED BY LARRY.				TOTAL RELEASES:	42.22
82524458	2013-15403	DY: PERSONAL PROPERTY	krafie	3/16/2021 3:32:09 PM			
MARQUEZ GRACIELA JILES							
					C PEN FEE	5,900.00	3.66
					FIREPEN FEE	5,900.00	0.24
					C ADVLTAX	5,900.00	36.58

Attachment: April Reports (Tax Reports)

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REGULAR RELEASE REPORT 3/15/2021-4/14/2021
Davie County

NAME	BILL NUMBER		OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
					FIREADVLTAX	5,900.00	2.36
		MOBILE HOME TITLE WAS TRANSFERRED TO LARRY DEAN CAMPBELL IN 2006. IS LISTED BY LARRY.			TOTAL RELEASES:		42.84
82524458	2014-15398	DY: PERSONAL PROPERTY	krafie	3/16/2021 3:32:27 PM			
MARQUEZ GRACIELA JILES							
					C PEN FEE	5,510.00	3.42
					FIREPEN FEE	5,510.00	0.22
					C ADVLTAX	5,510.00	34.16
					FIREADVLTAX	5,510.00	2.20
		MOBILE HOME TITLE WAS TRANSFERRED TO LARRY DEAN CAMPBELL IN 2006. IS LISTED BY LARRY.			TOTAL RELEASES:		40.00
82524458	2015-15670	DY: PERSONAL PROPERTY	krafie	3/16/2021 3:32:47 PM			
MARQUEZ GRACIELA JILES							
					C PEN FEE	5,270.00	3.84
					FIREPEN FEE	5,270.00	0.21
					FIREADVLTAX	5,270.00	2.11
					C ADVLTAX	5,270.00	38.37
		MOBILE HOME TITLE WAS TRANSFERRED TO LARRY DEAN CAMPBELL IN 2006. IS LISTED BY LARRY.			TOTAL RELEASES:		44.53
82524458	2016-15795	DY: PERSONAL PROPERTY	krafie	3/16/2021 3:33:12 PM			
MARQUEZ GRACIELA JILES							
					C PEN FEE	4,920.00	3.58
					FIREPEN FEE	4,920.00	0.20
					FIREADVLTAX	4,920.00	1.97
					C ADVLTAX	4,920.00	35.82
		MOBILE HOME TITLE WAS TRANSFERRED TO LARRY DEAN CAMPBELL IN 2006. IS LISTED BY LARRY.			TOTAL RELEASES:		41.57
82532983	2020-23161	DY: PERSONAL PROPERTY	krafie	3/19/2021 8:53:34 AM			
MCDANIEL JOHN							
					FR16ADVLTAX	1,780.00	0.71
					FR16PEN FEE	1,780.00	0.07
					C ADVLTAX	1,780.00	13.14
					DOG FFEEFEE	1,780.00	2.00
					C PEN FEE	1,780.00	1.31
		SOLD REAL PROPERTY 10/2016 AND MOVED TO CLEMMONS.			TOTAL RELEASES:		17.23
82532983	2019-24102	DY: PERSONAL PROPERTY	krafie	3/19/2021 8:53:14 AM			
MCDANIEL JOHN							
					FR16ADVLTAX	1,780.00	0.71
					FR16PEN FEE	1,780.00	0.07
					C ADVLTAX	1,780.00	13.14
					DOG FFEEFEE	1,780.00	2.00

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REGULAR RELEASE REPORT 3/15/2021-4/14/2021
Davie County

NAME	BILL NUMBER		OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
					C PEN FEE	1,780.00	1.31
		SOLD REAL PROPERTY 10/2016 AND MOVED TO CLEMMONS.			TOTAL RELEASES:		17.23
82532983	2017-13611	DY: PERSONAL PROPERTY	krafie	3/19/2021 8:52:07 AM			
MCDANIEL JOHN							
					FIREADVLTAX	1,780.00	0.71
					C ADVLTAX	1,780.00	12.96
					FIREPEN FEE	1,780.00	0.07
					DOG FFEEFEE	1,780.00	2.00
					C PEN FEE	1,780.00	1.30
		SOLD REAL PROPERTY 10/2016 AND MOVED TO CLEMMONS.			TOTAL RELEASES:		17.04
82532983	2018-21823	DY: PERSONAL PROPERTY	krafie	3/19/2021 8:52:39 AM			
MCDANIEL JOHN							
					FIREADVLTAX	1,780.00	0.71
					C ADVLTAX	1,780.00	13.14
					FIREPEN FEE	1,780.00	0.07
					DOG FFEEFEE	1,780.00	2.00
					C PEN FEE	1,780.00	1.31
		SOLD REAL PROPERTY 10/2016 AND MOVED TO CLEMMONS.			TOTAL RELEASES:		17.23
202120453900	2021-204539	DY:20 PERSONAL PROPERTY	Klogan	3/23/2021 12:43:19 PM			
SINK KAYCEE MICHELLE							
					C ADVLTAX	14,880.00	375.20
					CI03ADVLTAX	14,880.00	76.26
					FR15ADVLTAX	14,880.00	20.34
		VEHICLE WAS REGISTERED IN CALIFORNIA DURING THE GAP, PROOF WAS PROVIDED			TOTAL RELEASES:		471.80
82521054	2020-3971	DY:0RP:B500000115	Heather B	3/30/2021 8:46:26 AM			
SMITH CRAIG HOWARD							
					C ADVLTAX	24,594.00	181.50
					FR08ADVLTAX	24,594.00	9.84
		SHOULD HAVE BEEN COMBINED PER DEED IN 2018			TOTAL RELEASES:		191.34
82521054	2020-16273	DY:0RP:B500000048	Heather B	3/30/2021 8:47:00 AM			
SMITH CRAIG HOWARD							
					C ADVLTAX	6,532.00	48.21
					FR08ADVLTAX	6,532.00	2.61
		SHOULD HAVE BEEN COMBINED PER DEED IN 2018			TOTAL RELEASES:		50.82
82523739	2020-11548	DY: PERSONAL PROPERTY	krafie	3/18/2021 1:35:40 PM			
SPURLOCK WESLEY S							
					C PEN FEE	22,700.00	16.75
					C ADVLTAX	22,700.00	167.53
					FR12ADVLTAX	22,700.00	9.08

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REGULAR RELEASE REPORT 3/15/2021-4/14/2021
Davie County

NAME	BILL NUMBER		OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
					FR12PEN FEE	22,700.00	0.91
						TOTAL RELEASES:	194.27
		TAXPAYER SOLD 315 COUNTRY LN AND MOVED TO RALEIGH IN 2019. CHECKED ALVIN AND OUR TAX RECORDS TO CONFIRM					
8311288	2020-22835	DY: PERSONAL PROPERTY	krafie	3/16/2021 2:43:34 PM			
SQUEEGEE MAN INC							
					FR15PEN FEE	11,286.00	0.45
					FR15ADVLTAX	11,286.00	4.51
					C ADVLTAX	11,286.00	83.29
					C PEN FEE	11,286.00	8.33
						TOTAL RELEASES:	96.58
		BUSINESS MOVED TO CHARLOTTE IN DECEMBER 2019. DANIEL OLDS IS GOING TO EMAIL ME A COPY OF HIS 2020 BPP LISTING FOR MECKLENBURG CO.					
72412000	2020-11557	DY: PERSONAL PROPERTY	krafie	3/15/2021 10:18:28 AM			
TALBERT DOLLIE IRENE HEIRS							
					C PEN FEE	6,838.00	5.05
					C ADVLTAX	6,838.00	50.46
					FR10ADVLTAX	6,838.00	2.74
					FR10PEN FEE	6,838.00	0.27
						TOTAL RELEASES:	58.52
		REAL PROPERTY WAS SOLD TO ALFRED RAY PATTON RENTALS LLC. RELEASE AND REBILL MOBILE HOME TO RAY PATTON.					
NET RELEASES PRINTED:	4,334.99						
TOTAL TAXES RELEASED							4,334.99

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REGULAR RELEASE REPORT 3/15/2021-4/14/2021
Davie County

C ADVLTAX - COUNTY TAX

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2007	2007	0	8,780	8,780	0.00	54.44	0	0.00	8,780	54.44
2008	2008	0	8,170	8,170	0.00	50.65	0	0.00	8,170	50.65
2009	2009	0	7,630	7,630	0.00	44.25	0	0.00	7,630	44.25
2010	2010	0	7,140	7,140	0.00	41.41	0	0.00	7,140	41.41
2011	2011	0	6,630	6,630	0.00	38.45	0	0.00	6,630	38.45
2012	2012	0	6,190	6,190	0.00	35.90	0	0.00	6,190	35.90
2013	2013	0	5,900	5,900	0.00	36.58	0	0.00	5,900	36.58
2014	2014	0	5,510	5,510	0.00	34.16	0	0.00	5,510	34.16
2015	2015	0	6,175	6,175	0.00	44.96	0	0.00	6,175	44.96
2016	2016	0	5,825	5,825	0.00	42.41	0	0.00	5,825	42.41
2017	2017	0	7,295	7,295	0.00	53.11	0	0.00	7,295	53.11
2018	2018	0	9,937	9,937	0.00	73.34	0	0.00	9,937	73.34
2019	2019	0	10,447	10,447	0.00	77.10	0	0.00	10,447	77.10
2020	2019	0	57,170	57,170	0.00	462.94	0	0.00	57,170	462.94
2020	2020	31,126	99,984	131,110	229.71	737.89	0	0.00	131,110	967.60
2021	2020	0	14,880	14,880	0.00	375.20	0	0.00	14,880	375.20
DIST TOTAL		31,126	267,663	298,789	229.71	2,202.79	0	0.00	298,789	2,432.50

C ADVTFEE - C ADVTFEE

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	734,190	0	734,190	6.00	0.00	0	0.00	734,190	6.00
DIST TOTAL		734,190	0	734,190	6.00	0.00	0	0.00	734,190	6.00

C OCCPFEE - C 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
2020	2020			0	319.63	319.63	0	0.00	0	639.26
DIST TOTAL				0	319.63	319.63	0	0.00	0	639.26

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
2007	2007	0	8,780	8,780	0.00	5.44	0	0.00	8,780	5.44
2008	2008	0	8,170	8,170	0.00	5.07	0	0.00	8,170	5.07
2009	2009	0	7,630	7,630	0.00	4.43	0	0.00	7,630	4.43
2010	2010	0	7,140	7,140	0.00	4.14	0	0.00	7,140	4.14
2011	2011	0	6,630	6,630	0.00	3.85	0	0.00	6,630	3.85
2012	2012	0	6,190	6,190	0.00	3.59	0	0.00	6,190	3.59
2013	2013	0	5,900	5,900	0.00	3.66	0	0.00	5,900	3.66
2014	2014	0	5,510	5,510	0.00	3.42	0	0.00	5,510	3.42
2015	2015	0	5,270	5,270	0.00	3.84	0	0.00	5,270	3.84
2016	2016	0	5,825	5,825	0.00	4.24	0	0.00	5,825	4.24
2017	2017	0	7,295	7,295	0.00	5.32	0	0.00	7,295	5.32
2018	2018	0	9,937	9,937	0.00	7.33	0	0.00	9,937	7.33
2019	2019	0	10,447	10,447	0.00	7.71	0	0.00	10,447	7.71
2020	2020	0	71,194	71,194	0.00	52.55	0	0.00	71,194	52.55
DIST TOTAL		0	165,918	165,918	0.00	114.59	0	0.00	165,918	114.59

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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
2020	2020	0	0	0	0.00	60.00	0	0.00	0	60.00
DIST TOTAL		0	0	0	0.00	60.00	0	0.00	0	60.00

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
2020	2020	0	0	0	0.00	602.82	0	0.00	0	602.82
DIST TOTAL		0	0	0	0.00	602.82	0	0.00	0	602.82

CI01ADVLTAX - COOLEEMEE CITY

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2020	2019	0	8,160	8,160	0.00	39.98	0	0.00	8,160	39.98
DIST TOTAL		0	8,160	8,160	0.00	39.98	0	0.00	8,160	39.98

CI02ADVLTAX - MOCKSVILLE CITY

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2020	2019	0	5,800	5,800	0.00	15.42	0	0.00	5,800	15.42
2020	2020	0	11,890	11,890	0.00	34.48	0	0.00	11,890	34.48
DIST TOTAL		0	17,690	17,690	0.00	49.90	0	0.00	17,690	49.90

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
2020	2020			0	470.30	470.30	0	0.00	0	940.60
DIST TOTAL				0	470.30	470.30	0	0.00	0	940.60

CI02PEN FEE - CI02PEN FEE

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2020	2020	0	11,890	11,890	0.00	3.45	0	0.00	11,890	3.45
DIST TOTAL		0	11,890	11,890	0.00	3.45	0	0.00	11,890	3.45

CI03ADVLTAX - BERMUDA RUN CIT

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2015	2015	0	905	905	0.00	1.36	0	0.00	905	1.36
2016	2016	0	905	905	0.00	1.36	0	0.00	905	1.36
2017	2017	0	905	905	0.00	1.36	0	0.00	905	1.36
2018	2018	0	905	905	0.00	1.36	0	0.00	905	1.36
2019	2019	0	905	905	0.00	1.36	0	0.00	905	1.36
2020	2020	0	860	860	0.00	1.29	0	0.00	860	1.29
2021	2020	0	14,880	14,880	0.00	76.26	0	0.00	14,880	76.26
DIST TOTAL		0	20,265	20,265	0.00	84.35	0	0.00	20,265	84.35

CI03PEN FEE - CI03PEN FEE

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2016	2016	0	905	905	0.00	0.14	0	0.00	905	0.14
2017	2017	0	905	905	0.00	0.14	0	0.00	905	0.14
2018	2018	0	905	905	0.00	0.14	0	0.00	905	0.14
2019	2019	0	905	905	0.00	0.14	0	0.00	905	0.14

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2020	2020	0	860	860	0.00	0.13	0	0.00	860	0.13
DIST TOTAL		0	4,480	4,480	0.00	0.69	0	0.00	4,480	0.69

DOG FFEEFEE - DOG 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
2017	2017	0	1,780	1,780	0.00	2.00	0	0.00	1,780	2.00
2018	2018	0	1,780	1,780	0.00	2.00	0	0.00	1,780	2.00
2019	2019	0	1,780	1,780	0.00	2.00	0	0.00	1,780	2.00
2020	2020	0	1,780	1,780	0.00	2.00	0	0.00	1,780	2.00
DIST TOTAL		0	7,120	7,120	0.00	8.00	0	0.00	7,120	8.00

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
2007	2007	0	8,780	8,780	0.00	3.51	0	0.00	8,780	3.51
2008	2008	0	8,170	8,170	0.00	3.27	0	0.00	8,170	3.27
2009	2009	0	7,630	7,630	0.00	3.05	0	0.00	7,630	3.05
2010	2010	0	7,140	7,140	0.00	2.86	0	0.00	7,140	2.86
2011	2011	0	6,630	6,630	0.00	2.65	0	0.00	6,630	2.65
2012	2012	0	6,190	6,190	0.00	2.48	0	0.00	6,190	2.48
2013	2013	0	5,900	5,900	0.00	2.36	0	0.00	5,900	2.36
2014	2014	0	5,510	5,510	0.00	2.20	0	0.00	5,510	2.20
2015	2015	0	6,175	6,175	0.00	2.47	0	0.00	6,175	2.47
2016	2016	0	5,825	5,825	0.00	2.33	0	0.00	5,825	2.33
2017	2017	0	7,295	7,295	0.00	2.91	0	0.00	7,295	2.91
2018	2018	0	9,937	9,937	0.00	3.97	0	0.00	9,937	3.97
2020	2019	0	28,020	28,020	0.00	11.03	0	0.00	28,020	11.03
DIST TOTAL		0	113,202	113,202	0.00	45.09	0	0.00	113,202	45.09

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
2007	2007	0	8,780	8,780	0.00	0.35	0	0.00	8,780	0.35
2008	2008	0	8,170	8,170	0.00	0.33	0	0.00	8,170	0.33
2009	2009	0	7,630	7,630	0.00	0.31	0	0.00	7,630	0.31
2010	2010	0	7,140	7,140	0.00	0.29	0	0.00	7,140	0.29
2011	2011	0	6,630	6,630	0.00	0.27	0	0.00	6,630	0.27
2012	2012	0	6,190	6,190	0.00	0.25	0	0.00	6,190	0.25
2013	2013	0	5,900	5,900	0.00	0.24	0	0.00	5,900	0.24
2014	2014	0	5,510	5,510	0.00	0.22	0	0.00	5,510	0.22
2015	2015	0	5,270	5,270	0.00	0.21	0	0.00	5,270	0.21
2016	2016	0	5,825	5,825	0.00	0.24	0	0.00	5,825	0.24
2017	2017	0	7,295	7,295	0.00	0.29	0	0.00	7,295	0.29
2018	2018	0	9,937	9,937	0.00	0.40	0	0.00	9,937	0.40
DIST TOTAL		0	84,277	84,277	0.00	3.40	0	0.00	84,277	3.40

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
2019	2019	0	7,252	7,252	0.00	2.90	0	0.00	7,252	2.90

Attachment: April Reports (Tax Reports)

2020	2020	0	7,252	7,252	0.00	2.90	0	0.00	7,252	2.90
DIST TOTAL		0	14,504	14,504	0.00	5.80	0	0.00	14,504	5.80

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
2019	2019	0	7,252	7,252	0.00	0.29	0	0.00	7,252	0.29
2020	2020	0	7,252	7,252	0.00	0.29	0	0.00	7,252	0.29
DIST TOTAL		0	14,504	14,504	0.00	0.58	0	0.00	14,504	0.58

FR04ADVLTAX - FIREADVL4

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2020	2019	0	8,160	8,160	0.00	3.81	0	0.00	8,160	3.81
DIST TOTAL		0	8,160	8,160	0.00	3.81	0	0.00	8,160	3.81

FR08ADVLTAX - FIREADVL8

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2020	2020	31,126	0	31,126	12.45	0.00	0	0.00	31,126	12.45
DIST TOTAL		31,126	0	31,126	12.45	0.00	0	0.00	31,126	12.45

FR09ADVLTAX - FIREADVL9

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2020	2019	0	500	500	0.00	0.27	0	0.00	500	0.27
2020	2020	0	0	0	0.00	0.00	0	0.00	0	0.00
DIST TOTAL		0	500	500	0.00	0.27	0	0.00	500	0.27

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
2020	2020	0	9,838	9,838	0.00	3.94	0	0.00	9,838	3.94
DIST TOTAL		0	9,838	9,838	0.00	3.94	0	0.00	9,838	3.94

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
2020	2020	0	9,838	9,838	0.00	0.39	0	0.00	9,838	0.39
DIST TOTAL		0	9,838	9,838	0.00	0.39	0	0.00	9,838	0.39

FR12ADVLTAX - FIREADVL12

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2020	2019	0	20,490	20,490	0.00	9.98	0	0.00	20,490	9.98
2020	2020	0	37,254	37,254	0.00	14.91	0	0.00	37,254	14.91
DIST TOTAL		0	57,744	57,744	0.00	24.89	0	0.00	57,744	24.89

FR12PEN FEE - FIREPEN FEE12

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2020	2020	0	37,254	37,254	0.00	1.50	0	0.00	37,254	1.50
DIST TOTAL		0	37,254	37,254	0.00	1.50	0	0.00	37,254	1.50

FR15ADVLTAX - FIREADVL15

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2019	2019	0	1,415	1,415	0.00	0.56	0	0.00	1,415	0.56

Attachment: April Reports (Tax Reports)

2020	2020		0	41,444	41,444	0.00	16.57	0	0.00	41,444	16.57
2021	2020		0	14,880	14,880	0.00	20.34	0	0.00	14,880	20.34
DIST TOTAL			0	57,739	57,739	0.00	37.47	0	0.00	57,739	37.47

FR15PEN FEE - FIREPEN FEE15

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2019	2019	0	1,415	1,415	0.00	0.06	0	0.00	1,415	0.06
2020	2020	0	12,646	12,646	0.00	0.50	0	0.00	12,646	0.50
DIST TOTAL		0	14,061	14,061	0.00	0.56	0	0.00	14,061	0.56

FR16ADVLTAX - FIREADVL16

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2019	2019	0	1,780	1,780	0.00	0.71	0	0.00	1,780	0.71
2020	2020	0	4,204	4,204	0.00	1.68	0	0.00	4,204	1.68
DIST TOTAL		0	5,984	5,984	0.00	2.39	0	0.00	5,984	2.39

FR16PEN FEE - FIREPEN FEE16

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2019	2019	0	1,780	1,780	0.00	0.07	0	0.00	1,780	0.07
2020	2020	0	4,204	4,204	0.00	0.17	0	0.00	4,204	0.17
DIST TOTAL		0	5,984	5,984	0.00	0.24	0	0.00	5,984	0.24
GRAND TOTALS:		796,442	936,775	#Error	1,038.09	4,086.83	0	0.00	1,733,217	5,124.92

Attachment: April Reports (Tax Reports)

VEHICLE RELEASE REPORT 3/15/2021-4/14/2021
Davie County

PARAMETERS SELECTED FOR RELEASES REPORT:

TRANSACTION DATE/TIME RANGE: 03/15/2021 - 04/14/2021
PAYMENT DATE RANGE:
BILL TYPE: Motor Vehicle
BILL YEAR/NUMBER RANGE:
PRINT TOTALS ONLY: No
USER/OPERATOR:
EXCLUDE USERS/OPERATORS: ,R2
SORT ORDER: Name
REPORT TITLE: VEHICLE RELEASE REPORT 3/15/2021-4/14/2021
DISTRICT/TYPE/FEE:
BATCH MONTH RANGE:
BATCH YEAR RANGE:
BATCH REAL TIME:
INCLUDE ONLY THOSE WITH RELEASE NUMBERS: No

Attachment: April Reports (Tax Reports)

VEHICLE RELEASE REPORT 3/15/2021-4/14/2021
Davie County

Attachment: April Reports (Tax Reports)

RUN DATE: 4/15/2021 2:29 PM

VEHICLE RELEASE REPORT 3/15/2021-4/14/2021
Davie County

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

Attachment: April Reports (Tax Reports)

VEHICLE RELEASE REPORT 3/15/2021-4/14/2021
Davie County

GRAND TOTALS:

Attachment: April Reports (Tax Reports)

Brian Myers
Tax Administrator

DAVIE COUNTY

Davie County Government
Tax Administration Office 336.753.6120

TO THE BOARD OF COUNTY COMMISSIONERS

COUNTY & FIRE PERCENTAGE REPORT -REGULAR **March 2021**

YEAR	LEVY	OUTSTANDING	PREV CTD	CTD**	BAL COLUMN	CTM*	Current	Last Year
1997	9,182,177.76	3,670.82	9,178,506.94	9,178,506.94	9,182,177.76	0.00	99.96%	99.96%
1998	9,676,549.82	3,921.29	9,672,628.53	9,672,628.53	9,676,549.82	0.00	99.96%	99.96%
1999	10,714,024.31	4,601.27	10,709,423.04	10,709,423.04	10,714,024.31	0.00	99.96%	99.96%
2000	11,394,578.09	5,667.24	11,388,910.85	11,388,910.85	11,394,578.09	0.00	99.95%	99.95%
2001	14,870,075.37	6,131.40	14,863,943.97	14,863,943.97	14,870,075.37	0.00	99.96%	99.96%
2002	15,308,340.96	6,482.72	15,301,858.17	15,301,858.17	15,308,340.89	0.00	99.96%	99.96%
2003	15,711,196.51	3,574.66	15,707,621.85	15,707,621.85	15,711,196.51	0.00	99.98%	99.98%
2004	16,575,522.54	3,900.41	16,571,622.13	16,571,622.13	16,575,522.54	0.00	99.98%	99.98%
2005	19,243,723.51	4,982.19	19,238,741.32	19,238,741.32	19,243,723.51	0.00	99.97%	99.97%
2006	22,110,487.70	9,681.25	22,100,806.45	22,100,806.45	22,110,487.70	0.00	99.96%	99.96%
2007	22,860,769.03	10,730.74	22,849,895.45	22,850,038.29	22,860,769.03	142.84	99.95%	99.95%
2008	23,674,851.42	15,975.93	23,658,816.17	23,658,875.49	23,674,851.42	59.32	99.93%	99.93%
2009	24,499,410.22	22,109.94	24,477,186.97	24,477,300.28	24,499,410.22	113.31	99.91%	99.91%
2010	24,492,482.11	20,068.66	24,472,364.75	24,472,413.45	24,492,482.11	48.70	99.92%	99.91%
2011	24,608,113.19	18,667.50	24,589,400.47	24,589,445.69	24,608,113.19	45.22	99.92%	99.92%
2012	24,662,870.11	14,741.88	24,648,086.01	24,648,128.23	24,662,870.11	42.22	99.94%	99.93%
2013	25,000,753.62	19,172.31	24,981,509.82	24,981,581.31	25,000,753.62	71.49	99.92%	99.90%
2014	25,068,851.69	31,016.42	25,037,734.36	25,037,835.27	25,068,851.69	100.91	99.88%	99.85%
2015	30,401,936.81	46,204.13	30,355,174.90	30,355,732.68	30,401,936.81	557.78	99.85%	99.81%
2016	31,761,538.87	59,283.60	31,701,606.51	31,702,255.27	31,761,538.87	648.76	99.81%	99.74%
2017	32,241,025.56	77,543.55	32,160,259.86	32,163,482.01	32,241,025.56	3,222.15	99.76%	99.63%
2018	32,769,649.45	141,584.79	32,621,542.63	32,628,064.66	32,769,649.45	6,522.03	99.57%	99.31%
2019	34,542,782.18	259,339.26	34,262,574.51	34,283,442.92	34,542,782.18	20,868.41	99.25%	97.61%
2020	34,180,368.82	864,137.34	32,998,729.69	33,316,231.48	34,180,368.82	317,501.79	97.47%	31.67%
2021	79,494.26	$48,667.78	$5,365.67	30,826.48	79,494.26	25460.81	38.78%	0.00%

BEGINNING JULY 1, 2020

	PREV CTD	CTM*	CTD**
MOCKSVILLE	5,527,653.97	20,511.58	5,548,165.55
COOLEEMEE	258,663.31	3,324.55	261,987.86
COOL SOLID WASTE	124,127.53	1,713.62	125,841.15
BERMUDA RUN	1,779,349.50	4,655.07	1,784,004.57
BERMUDA RUN GATE	986,892.19	4,158.00	991,050.19
COUNTY OCCUPANCY TAX	206,286.66	12,019.48	218,306.14

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

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

Prepard by Heather Brunick

4/5/2021

Attachment: April Reports (Tax Reports)

PERCENTAGE REPORT WORKSHEET - REGULAR
March-2021

OUTSTANDING

YEAR	COUNTY	DOG	PENALTY	FIRE	PENALTY	TOTAL
1997	3,253.39	$6.00	$163.25	$236.06	$12.12	$3,670.82
1998	3,464.52	$0.00	$192.31	$250.43	$14.03	$3,921.29
1999	4,081.50	$2.00	$225.72	$276.76	$15.29	$4,601.27
2000	5,028.43	$5.00	$274.34	$340.90	$18.57	$5,667.24
2001	5,388.68	$3.00	$324.20	$391.90	$23.62	$6,131.40
2002	5,705.21	$0.00	$338.01	$414.93	$24.57	$6,482.72
2003	3,175.67	$2.00	$154.82	$230.94	$11.23	$3,574.66
2004	3,421.35	$2.00	$221.43	$240.09	$15.54	$3,900.41
2005	4,427.04	$1.00	$227.52	$310.67	$15.96	$4,982.19
2006	8,747.85	$1.00	$345.18	$564.86	$22.36	$9,681.25
2007	9,627.93	$3.00	$449.66	$621.15	$29.00	$10,730.74
2008	14,436.44	$5.00	$566.53	$931.40	$36.56	$15,975.93
2009	20,043.57	$6.00	$634.45	$1,382.20	$43.72	$22,109.94
2010	18,067.19	$8.00	$699.14	$1,246.04	$48.29	$20,068.66
2011	16,203.38	$6.00	$1,254.04	$1,117.54	$86.54	$18,667.50
2012	13,081.21	$7.00	$702.94	$902.24	$48.49	$14,741.88
2013	17,491.06	$16.00	$509.88	$1,122.98	$32.39	$19,172.31
2014	28,378.87	$13.00	$741.41	$1,835.03	$48.11	$31,016.42
2015	42,567.39	$16.00	$1,204.26	$2,347.71	$68.77	$46,204.13
2016	54,489.16	$27.00	$1,677.55	$2,996.78	$93.11	$59,283.60
2017	72,513.90	$21.00	$970.52	$3,984.78	$53.35	$77,543.55
2018	132,197.16	$24.36	$2,076.78	$7,173.67	$112.82	$141,584.79
2019	243,445.48	$49.00	$2,402.77	$13,311.64	$130.37	$259,339.26
2020	798,036.26	$110.00	$21,538.71	$43,274.77	$1,177.60	$864,137.34
2021	41,905.85	$0.00	$4,253.59	$2,275.82	$232.52	$48,667.78
	$1,569,178.49	$333.36	$42,149.01	$87,781.29	$2,414.93	

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	$74.30	$4.80	$59.88	$3.86	$142.84
2008	$0.00	$0.00	$55.72	$3.60	$59.32
2009	$57.32	$3.95	$48.68	$3.36	$113.31
2010	$0.00	$0.00	$45.55	$3.15	$48.70
2011	$0.00	$0.00	$42.30	$2.92	$45.22
2012	$0.00	$0.00	$39.49	$2.73	$42.22
2013	$26.98	$1.67	$40.24	$2.60	$71.49
2014	$57.27	$3.64	$37.58	$2.42	$100.91
2015	$476.87	$26.13	$51.93	$2.85	$557.78
2016	$565.23	$31.01	$49.78	$2.74	$648.76
2017	$2,990.94	$164.28	$63.56	$3.37	$3,222.15
2018	$6,101.02	$330.63	$85.84	$4.54	$6,522.03
2019	$19,470.41	$1,054.91	$325.54	$17.55	$20,868.41
2020	$299,887.10	$16,253.80	$1,290.98	$69.91	$317,501.79
2021	$23,759.62	$1,288.10	$391.86	$21.23	$25,460.81
	$353,467.06	$19,162.92	$2,628.93	$146.83	

Attachment: April Reports (Tax Reports)

DAVIE COUNTY

Davie County Government
Tax Administration Office 336.753.6120

Brian Myers
Tax Administrator

TO THE BOARD OF COUNTY COMMISSIONERS

COUNTY & FIRE PERCENTAGE REPORT -VEHICLE

MARCH-21

YEAR	LEVY	OUTSTANDING	PREV CTD	CTD**	BAL COLUMN	CTM*	Current	Last Year
2000	1,815,317.79	17,203.93	1,798,043.87	1,798,113.86	1,815,317.79	$69.99	99.05%	99.05%
2001	1,769,944.64	14,105.62	1,755,839.02	1,755,839.02	1,769,944.64	$0.00	99.20%	99.20%
2002	1,828,368.52	14,352.27	1,813,963.42	1,814,016.25	1,828,368.52	$52.83	99.22%	99.21%
2003	1,861,071.16	12,325.69	1,848,745.47	1,848,745.47	1,861,071.16	$0.00	99.34%	99.34%
2004	1,947,892.07	14,522.99	1,933,369.08	1,933,369.08	1,947,892.07	$0.00	99.25%	99.25%
2005	2,315,348.72	15,643.58	2,299,695.26	2,299,705.14	2,315,348.72	$9.88	99.32%	99.32%
2006	2,269,233.08	20,611.19	2,248,615.38	2,248,621.89	2,269,233.08	$6.51	99.09%	99.09%
2007	2,414,186.78	22,571.18	2,391,615.60	2,391,615.60	2,414,186.78	$0.00	99.07%	99.06%
2008	2,343,382.45	16,769.36	2,326,613.09	2,326,613.09	2,343,382.45	$0.00	99.28%	99.28%
2009	2,090,890.55	14,868.22	2,076,022.33	2,076,022.33	2,090,890.55	$0.00	99.29%	99.29%
2010	1,990,292.16	17,414.86	1,972,877.30	1,972,877.30	1,990,292.16	$0.00	99.13%	99.13%
2011	2,095,818.11	20,243.40	2,075,572.35	2,075,574.71	2,095,818.11	$2.36	99.03%	99.02%
2012	2,199,886.44	25,935.16	2,173,927.78	2,173,951.28	2,199,886.44	$23.50	98.82%	98.81%
2013	1,324,560.98	14,577.01	1,309,983.97	1,309,983.97	1,324,560.98	$0.00	98.90%	98.88%
2014	681.30	15.12	666.18	666.18	681.30	$0.00	97.78%	97.78%
2015	752.57	$0.00	752.57	752.57	752.57	$0.00	100.00%	100.00%
2016	1136.10	$0.00	1136.10	1,136.10	1,136.10	$0.00	100.00%	100.00%
2017	3538.30	$120.82	3417.48	3,417.48	3,538.30	$0.00	96.59%	96.59%
2018	723.91	$0.00	723.91	723.91	723.91	$0.00	100.00%	65.26%
2019	524.62	$239.21	285.41	285.41	524.62	$0.00	54.40%	

BEGINNING JULY 1, 2020

	PREV CTD	CTM*	CTD**
MOCKSVILLE	319.75	0.00	319.75
COOLEEMEE	59.48	0.00	59.48
BERMUDA RUN	0.00	0.00	0.00
FIRE	430.25	31.47	461.72
COUNTY GROSS RECEIPTS	3,880.79	178.99	4,059.78

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

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

Prepard by Heather Brunick

4/12/2021

Attachment: April Reports (Tax Reports)

PERCENTAGE REPORT WORKSHEET - VEHICLE

OUTSTANDING Mar-21

YEAR	COUNTY	DOG	PENALITY	FIRE	FIRE PENALITY	TOTAL
2000	$16,111.60	$0.00	$0.00	$1,092.33	$0.00	$17,203.93
2001	$13,173.08	$0.00	$0.00	$932.54	$0.00	$14,105.62
2002	$13,379.34	$0.00	$0.00	$972.93	$0.00	$14,352.27
2003	$11,490.12	$0.00	$0.00	$835.57	$0.00	$12,325.69
2004	$13,559.47	$0.00	$0.00	$963.52	$0.00	$14,522.99
2005	$14,617.75	$0.00	$0.00	$1,025.83	$0.00	$15,643.58
2006	$19,332.70	$0.00	$0.00	$1,278.49	$0.00	$20,611.19
2007	$21,203.17	$0.00	$0.00	$1,368.01	$0.00	$22,571.18
2008	$15,753.10	$0.00	$0.00	$1,016.26	$0.00	$16,769.36
2009	$13,930.01	$0.00	$0.00	$938.21	$0.00	$14,868.22
2010	$16,291.33	$0.00	$0.00	$1,123.53	$0.00	$17,414.86
2011	$18,937.00	$0.00	$0.00	$1,306.40	$0.00	$20,243.40
2012	$24,261.93	$0.00	$0.00	$1,673.23	$0.00	$25,935.16
2013	$13,656.08	$0.00	$0.00	$920.93	$0.00	$14,577.01
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
	$226,052.23	$0.00	$0.00	$15,467.38	$0.00	

COLLECTED THIS MONTH

YEAR	COUNTY	FIRE	CO. RELEASED	FIRE RELEASED	TOTAL
2000	$65.55	$4.44	$0.00	$0.00	$69.99
2001	$0.00	$0.00	$0.00	$0.00	$0.00
2002	$49.25	$3.58	$0.00	$0.00	$52.83
2003	$0.00	$0.00	$0.00	$0.00	$0.00
2004	$0.00	$0.00	$0.00	$0.00	$0.00
2005	$9.23	$0.65	$0.00	$0.00	$9.88
2006	$6.12	$0.39	$0.00	$0.00	$6.51
2007	$0.00	$0.00	$0.00	$0.00	$0.00
2008	$0.00	$0.00	$0.00	$0.00	$0.00
2009	$0.00	$0.00	$0.00	$0.00	$0.00
2010	$0.00	$0.00	$0.00	$0.00	$0.00
2011	$2.20	$0.16	$0.00	$0.00	$2.36
2012	$21.98	$1.52	$0.00	$0.00	$23.50
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

Attachment: April Reports (Tax Reports)

DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: May 3, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:
Planning Board Re-Appointment (Regular Member) - Alan Miller

BACKGROUND/PURPOSE OF REQUEST: Planning Board Re-Appointment (Regular Member) - Alan Miller

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: May 3, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:
Board of Adjustment Re-Appointments (Regular Member) - Marty Carter, Tim Hendrix

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BACKGROUND/PURPOSE OF REQUEST: Board of Adjustment Re-Appointments (Regular Member) - Marty Carter, Tim Hendrix

FISCAL IMPACT: n/a

COUNTY MANAGERS; RECOMMENDATION:
<County Manager Comments Here>

ATTACHMENTS:

DAVIE COUNTY BUDGET AMENDMENT REQUEST

2019-2020 Fiscal Year

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

REVENUE AMENDMENT REQUEST

EXPENSE AMENDMENT REQUEST

Staff is requesting the Board's approval of the following budget amendments:

HHS 58	Share the Warmth Funds
CM 3	Davie County Employee Apparel Purchases
SC 21	Adjust Senior Meals Grant to Actual
DCRP 6	Park Security and Cameras
FIN 25	Health Insurance Funds - Generic Drugs and Claims
FIN 26	CIP Close out Hospital project and move unused funds to Annex and Courthouse related renovations
FIN 27	Adjust Advance Fire for Revenues over estimates

Requested By Robin West,

APPROVED:
DAVIE COUNTY BOARD OF COMMISSIONERS
IN MEETING OF May 3, 2021

Stacy A. Moyer, Clerk
DAVIE COUNTY BOARD OF COMMISSIONERS

Reviewed by
Finance Office _____

APPROVED:

_____
Davie County Manager

Date _____

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

BUDGET AMENDMENTS FOR MAY 3, 2021

04/29/2021 08:47 |COUNTY OF DAVIE |P 1
cschapman |BUDGET AMENDMENTS JOURNAL ENTRY PROOF |bgamdent

LN	ORG / ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION / LINE DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2021 10	100020	04/06/2021	HHS 58		BUA HHS 58	1	2			
1	453201	480042		EMERGENCY ASSISTANCE	MISCELLANEOUS REVENUE SOC SVC		-4,975.00	-1,877.00	-6,852.00	
	010 -4500-5310-605-001-480042-				Share The Warmth Funds		04/06/2021			
2	553201	540660		EMERGENCY ASSISTANCE	GENERAL ASSISTANCE		6,899.00	1,877.00	8,776.00	
	010 -5500-5310-605-001-540660-				Share The Warmth Funds		04/06/2021			
					** JOURNAL TOTAL			0.00		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2021 10	100066	04/14/2021	CM3		BUA CM3	1	2			
1	41210	440081		COUNTY MANAGER	DAVIE COUNTY APPAREL SALES		-750.00	-2,890.00	-3,640.00	
	010 -4100-1210-001-001-440081-				APPAREL PURCHASES		04/14/2021			
2	51210	540081		COUNTY MANAGER	DC APPAREL PURCHASES		750.00	2,890.00	3,640.00	
	010 -5100-1210-001-001-540081-				APPAREL PURCHASES		04/14/2021			
					** JOURNAL TOTAL			0.00		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2021 10	100132	04/20/2021	SC21RE		BUA SC21Re	1	2			
1	45210201	430085		IN-HOME AIDE	NC DIVISION OF AGING (COG)		-111,999.00	18,080.00	-93,919.00	
	010 -4500-5210-201-001-430085-				Transfer grant to 205 meals		04/20/2021			
2	55210201	540450		IN-HOME AIDE	PURCHASED SERVICES		113,699.00	-18,080.00	95,619.00	
	010 -5500-5210-201-001-540450-				Transfer grant to 205 meals		04/20/2021			
3	45210201	430085		IN-HOME AIDE	NC DIVISION OF AGING (COG)		-111,999.00	18,080.00	-93,919.00	
	010 -4500-5210-201-001-430085-				Correction to SC21		04/20/2021			
4	55210201	540450		IN-HOME AIDE	PURCHASED SERVICES		113,699.00	-18,080.00	95,619.00	
	010 -5500-5210-201-001-540450-				Correction to SC21		04/20/2021			
					** JOURNAL TOTAL			0.00		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2021 10	100143	04/21/2021	DCRP6		BUA DCRP6	1	2			
1	41910	490016		GENERAL GOVERNMENT REVENUE	FUND BALANCE APPROPRIATED		-8,301,215.73	-64,856.00	-8,366,071.73	
	010 -4100-1910-001-001-490016-				Park camera/security (phase 1)		04/21/2021			

Attachment: BUDGET AMENDMENTS FOR MAY 3 2021 (Budget Amendments - May 2021)

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

BUDGET AMENDMENTS FOR MAY 3, 2021

04/29/2021 08:47 |COUNTY OF DAVIE |P 2
cschapman |BUDGET AMENDMENTS JOURNAL ENTRY PROOF |bgamdent

LN	ORG / ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION / LINE DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2021 10	100143	04/21/2021	DCRP6		BUA DCRP6	1	2		
2	56410	580900		RECREATION & PARKS	CAPITAL OUTLAY		71,000.00	8,988.58	79,988.58
	010 -5600-6410-001-001-580900-				Park camera/security (phase 1)	04/21/2021			
3	56410	530330		RECREATION & PARKS	DEPARTMENT SUPPLIES		49,019.00	55,867.42	104,886.42
	010 -5600-6410-001-001-530330-				Park camera/security (phase 1)	04/21/2021			
					** JOURNAL TOTAL			0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2021 10	100185	04/28/2021	FIN25		BUA FIN25	1	2		
1	48100	490030		EMPLOYEE HEALTH	HEALTH INS PREM EMPLOYER		-2,927,815.00	-1,500,000.00	-4,427,815.00
	800 -4100-8100-001-001-490030-				HEALTH INS FUND	04/28/2021			
2	48100	490040		EMPLOYEE HEALTH	HEALTH INS PREMIUM EMPLOYEE		-490,000.00	-510,000.00	-1,000,000.00
	800 -4100-8100-001-001-490040-				HEALTH INS FUND	04/28/2021			
3	58200	530490		EMPLOYEE WELLNESS CENTER	DRUGS & CONTRACEPTIVES		275,000.00	160,000.00	435,000.00
	800 -5500-8200-001-001-530490-				GENERIC DRUG PROGRAM	04/28/2021			
4	58100	560300		EMPLOYEE HEALTH	HEALTH CLAIMS PAID		2,300,000.00	1,700,000.00	4,000,000.00
	800 -5100-8100-001-001-560300-				HEALTH COSTS THRU JUNE	04/28/2021			
5	58100	560330		EMPLOYEE HEALTH	ADMINISTRATION		400,000.00	150,000.00	550,000.00
	800 -5100-8100-001-001-560330-				ADMIN COSTS THRU JUNE	04/28/2021			
					** JOURNAL TOTAL			0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2021 10	100204	04/28/2021	FIN26		BUA FIN26	1	2		
1	41082488	434001		HOSPITAL REPURPOSING CAP PROJ	CONTRIBUTION FROM GENERAL FUND		-847,831.00	464,298.00	-383,533.00
	400 -4100-1082-488-001-434001-				UNUSED PORTION PROJECT CLOSE	04/28/2021			
2	51082488	570030		HOSPITAL REPURPOSING CAP PROJ	CONTRIBUTION TO GENERAL FUND		350,000.00	-350,000.00	.00
	400 -5100-1082-488-001-570030-				UNUSED PORTION	04/28/2021			
3	51082488	580650		HOSPITAL REPURPOSING CAP PROJ	GENERAL CONSTRUCTION		760,112.84	-114,298.00	645,814.84
	400 -5100-1082-488-001-580650-				UNUSED PORTION	04/28/2021			
4	41082488	434001		HOSPITAL REPURPOSING CAP PROJ	CONTRIBUTION FROM GENERAL FUND		-847,831.00	63,362.00	-784,469.00
	400 -4100-1082-488-001-434001-				UNUSED PORTION	04/28/2021			

Attachment: BUDGET AMENDMENTS FOR MAY 3 2021 (Budget Amendments - May 2021)

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

BUDGET AMENDMENTS FOR MAY 3, 2021

04/29/2021 08:47 |COUNTY OF DAVIE |P 3
cschapman |BUDGET AMENDMENTS JOURNAL ENTRY PROOF |bgamdent

LN ORG ACCOUNT / OBJECT PROJ / LINE DESCRIPTION	ORG DESCRIPTION / ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND					
2021 10 100204 04/28/2021 FIN26 BUA FIN26 1 2					
5 51082488 580650	HOSPITAL REPURPOSING CAP PROJ	GENERAL CONSTRUCTION	760,112.84	-63,362.00	696,750.84
400 -5100-1082-488-001-580650-		PROJECT CLOSE OUT	04/28/2021		
6 41082483 434001	COURTHOUSE CAPITAL PROJECT	CONTRIBUTION FROM GENERAL FUND	-914,273.00	-32,000.00	-946,273.00
400 -4200-1082-483-001-434001-		MOVE UNUSED FUNDS	04/28/2021		
7 51082483 580650	COURTHOUSE CAPITAL PROJECT	GENERAL CONSTRUCTION	789,598.00	32,000.00	821,598.00
400 -5200-1082-483-001-580650-		MOVE UNUSED FUNDS	04/28/2021		
8 41082489 434001	FACILITY NEEDS STUDY	CONTRIBUTION FROM GENERAL FUND	-529,000.00	-31,362.00	-560,362.00
400 -4100-1082-489-001-434001-		MOVE UNUSED FUNDS	04/28/2021		
9 51082489 580650	FACILITY NEEDS STUDY	GENERAL CONSTRUCTION	335,000.00	31,362.00	366,362.00
400 -5100-1082-489-001-580650-		MOVE UNUSED FUNDS	04/28/2021		
		** JOURNAL TOTAL		0.00	
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND					
2021 10 100216 04/28/2021 FIN 27 BUA FIN 27 1 2					
1 47550 410025	ADVANCE RURAL FIRE PROTECTION	COUNTY FIRE TAX	-242,180.00	-30,000.00	-272,180.00
755 -4900-7550-001-001-410025-		INCREASED TAX REVENUE	04/28/2021		
2 47550 410027	ADVANCE RURAL FIRE PROTECTION	FIRE RURAL PROT TAX	-134,097.00	-16,000.00	-150,097.00
755 -4900-7550-001-001-410027-		INCREASED TAX REVENUE	04/28/2021		
3 57550 570200	ADVANCE RURAL FIRE PROTECTION	ADVANCE VOL FIRE DEPT	346,241.00	121,000.00	467,241.00
755 -5900-7550-001-001-570200-		INCREASED TAX REVENUE	04/28/2021		
4 57550 590001	ADVANCE RURAL FIRE PROTECTION	TOTAL PAID TO TRUST FUND	75,000.00	-75,000.00	.00
755 -5900-7550-001-001-590001-		INCREASED TAX REVENUE	04/28/2021		
		** JOURNAL TOTAL		0.00	

Attachment: BUDGET AMENDMENTS FOR MAY 3 2021 (Budget Amendments - May 2021)

DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: May 3, 2021

Department: Finance

Resource Person: Cindy Chapman

ISSUE/ACTION REQUESTED:
Fixed Asset Deletions - Health Department

BACKGROUND/PURPOSE OF REQUEST: Health Department is requesting deletion of four assets that are no longer in use. A Norlak refrigerator is inoperable due to lack of temperature control. The Health Credentialing system is obsolete and no longer in use. Two functionally obsolete vehicles: 2008 GMC Canyon Truck and 2006 Jeep Liberty have been removed from fleet.

FISCAL IMPACT:

Tag 10468 Norlak refrigerator $7,688.55 purchase price (partially depreciated)

Tag 9733 Health Credentialing system $12,688.05 purchase price (fully depreciated)

Tag 9611 2008 GMC Canyon Truck $16,275.00 purchase price (fully depreciated)

Tag 9643 2006 Jeep Liberty $13,998.00 purchase price (fully depreciated)

COUNTY MANAGERS; RECOMMENDATION:
<Insert County Manager Comments>

ATTACHMENTS:
Health Asset Deletions

DAVIE COUNTY FIXED ASSETS

EQUIPMENT DELETION FORM

Department Name Health Date 4/9/2021

Department Number	Asset Tag Number	Item Description	Reason for Deletion	Deletion Amount
5542	10468	Norlak Refrigerator	Inoperable	$7,688.55
			will not hold temp	

The above listed items have been approved for deletion from this department's equipment list.

Requested By: DocuSigned by: Suzanne Wright 1B5331520DBB43C... (Department Head)

Approved By: (Davie County Manager)

Date: 4/9/2021

Finance Office Use Only
Date Posted:
Posted by:

(Rev.3/2000)

Attachment: Health Asset Deletions [Revision 1] (Health Asset Deletions)

DAVIE COUNTY FIXED ASSETS

EQUIPMENT DELETION FORM

Department Name Health Date 4/9/2021

Department Number	Asset Tag Number	Item Description	Reason for Deletion	Deletion Amount
5510	9733 ~~10138~~	Credentialing System	Obsolete	$12,688.05

The above listed items have been approved for deletion from this department's equipment list.

Requested By: DocuSigned by: Suzanne Wright 1958345200BB43C... (Department Head)

Approved By: (Davie County Manager)

Date: 4/9/2021

Finance Office Use Only	
Date Posted:	
Posted by:	

(Rev.3/2000)

Attachment: Health Asset Deletions [Revision 1] (Health Asset Deletions)

DAVIE COUNTY FIXED ASSETS

EQUIPMENT DELETION FORM

Department Name Health Date 4/21/2021

Department Number	Asset Tag Number	Item Description	Reason for Deletion	Deletion Amount
5531	9611	2008 GMC CANYON TRUCK	Unsafe/Functionally obsolete	16,275.00
5531	9643	2006 JEEP LIBERTY	Unsafe/Functionally obsolete	13,998.00

The above listed items have been approved for deletion from this department's equipment list.

Requested By: DocuSigned by: Suzanne Wright (Department Head)

Approved By: (Davie County Manager)

Date: 4/21/2021

Finance Office Use Only	
Date Posted:	
Posted by:	

(Rev.3/2000)

Attachment: Health Asset Deletions [Revision 1] (Health Asset Deletions)

DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: May 3, 2021

Department: Technology Solutions

Resource Person: David Bone

ISSUE/ACTION REQUESTED:
Davie/Yadkin County Line Project

BACKGROUND/PURPOSE OF REQUEST: The Davie/Yadkin County Line Project was started in 2013 to establish a formal, surveyed boundary for the line between Davie County and Yadkin County. Since 1836, this portion of the Davie County line has been mapped in various locations. This new line will help with future property transactions and avoid confusion for property owners and residents by mapping and recording an updated and official boundary line between the two counties. Goals of this project are to: help property owners, taxpayers and citizens know the official boundary location and guide the delivery of County services.

The Board is hereby presented with the Resolution to accept the North Carolina Geodetic Survey findings and plat in order to record the plat in the Davie County Register of Deeds.

FISCAL IMPACT:

COUNTY MANAGERS; RECOMMENDATION:

ATTACHMENTS:

Davie-Yadkin line project update

NCGS_Davie-Yadkin_Report_20200303

Resolution Davie County Commissioners

Davie-Yadkin Preliminary plat_V2

Frequently Asked Questions(FAQ)

Procedure on requesting NCGS 2019

NC GS153A-18

Davie County Resolution Oct 7, 2013

Board of Commissioners Minutes Oct 7, 2013

Yadkin County Resolution Oct. 21, 2013

Davie County
Technology Solutions
123 S. Main St, 3rd Floor
MOCKSVILLE, NC 27028
PH:(336)753-6040

April 12, 2021

To: Board of County Commissioners

From: John Gallimore, CTO

Re: Davie/Yadkin County line project

On October 7, 2013, the Davie County Board of Commissioners approved a resolution requesting North Carolina Geodetic Survey (NCGS) "to establish the exact boundary between Davie County and Yadkin County". Between 2013 and 2020, NCGS researched the boundary location and in March 2020 presented their findings to both counties. The plat was revised and presented in final draft form in August 2020.

To inform the public, provide information, and answer questions, at 6 p.m. on March 30, 2021, Yadkin County and Davie County staff including Tax, Planning, and GIS scheduled and conducted a 2 hour public information meeting at the Yadkin County Agricultural and Education Building in Yadkinville, NC. Davie County staff prepared a special webpage (https://www.daviecountync.gov/1088/DavieYadkin-County-Line) as well as a custom GIS web application (ArcGIS Web Application (daviecountync.gov)) to display mapping information and assist property owners in learning about the project. Over 100 invitations were mailed to property owners in both counties. Five (5) property owners attended the meeting to ask questions and learn more about the changes. Staff discussed the project and the line location and provided written information in the form of Frequently Asked Questions (FAQs).

Pursuant to NC General Statute 153A-18, the NC Geodetic Survey has conducted research and prepared the plat. The Board of Commissioners is now presented with the plat to accept and ratify. Following acceptance of the plat, the plat is recorded in the Register of Deeds Office of each County.

After recordation, GIS staff will begin remapping various GIS map layers, the Tax Department will begin the process to update tax parcel maps and make any necessary changes for tax assessment, and Development and Facilities Services will prepare zoning map amendments to present to the Planning Board for Review.

Attachment: Davie-Yadkin line project update (Davie/Yadkin County Line Project)

DAVIE-YADKIN

COUNTY BOUNDARY LINE

SUMMARY OF RESEARCH FINDINGS

March 03, 2020

NORTH CAROLINA GEODETIC SURVEY

Prepared By:

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DAVIE-YADKIN COUNTY BOUNDARY LINE
SUMMARY OF RESEARCH FINDINGS March 2020

HISTORY

Davie County was formed in 1836 from Rowan County

Davie County was formed from Rowan County in 1836. From page 88 and 89 of David Leroy Corbitt's book "*The Formation of the North Carolina Counties 1663-1943*" reads …., *beginning at the junction of the North and South Yadkin rivers; thence up the South Yadkin river, to the Iredell county line; and all that part of the present county of Rowan, lying and being north of said river, shall hereafter constitute a separate and distinct county, to be called and known by the name of Davie, in honor of the revolutionary patriot, William R. Davie.* (Laws, 1836-37, Chs. 4, 5; Private Laws 1839, Ch. 66; Manual, 1913, p. 590; Battle, p.27); (Laws, 1836-37, Ch. 4)

Yadkin County was formed in 1850 from Surry County

Yadkin County was formed from Surry County in 1850. From page 238 and 239 of David Leroy Corbitt's book "*The Formation of the North Carolina Counties 1663-1943*" reads …., *That a county be, and the same is hereby laid off and established out of that portion of county of Surry, which lies South of the Yadkin river, and also including that portion of the county of Surry known and called by the name of Little Surry, and county to be called Yadkin.* (Public Laws, 1850-51, Chs. 40, 41; 1852, Ch. 34; Manual, 1913, p. 857; Battle, p.14)

DISCUSSION

The question of the location of the Davie and Yadkin County boundary line continues today as it did in the years following the formation of Davie County in 1836. This is somewhat due to the lack of an adopted survey and the placement of permanent monuments along the county line. At the corner of Davie, Iredell and Yadkin County a monument was set (labeled Monument # 11) and recorded in all three counties Register of Deeds Office in July of 1999. Then proceeding in a southeasterly direction to an existing two-inch iron pipe near Chinquapin Road at the same location as descripted in Deed Book 9; Page 236 dated 1916 recorded in Yadkin County as being on the county line. Continuing in a southeasterly direction to an existing one-inch iron pipe near Four Corners Road at the same location as descripted in Deed Book E; Pages 432-433 dated 1877 as a post oak recorded in Yadkin County as being on the county line. Then proceeding in a southeasterly direction to an existing one and half inch iron pipe east of Farmington Road on the Duke Energy transmission line. Being at the same location as descripted in Deed Book 10; Pages 290-291 dated 1886 as recorded in Davie County as being a stone on the Davie and Yadkin County Line. Then proceeding in a southeasterly direction to the centerline of the Yadkin River; which will define the tri-county corner of Davie, Forsyth and Yadkin County.

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CONCLUSION

The earliest record of a survey of the Davie and Yadkin County boundary line is that of the 1850 description forming Yadkin County from Surry. Although adoption and ratification records of this survey aren't available and water ways have been altered over the years, there is still some evidence of the county lines established. Additionally, the survey has been preserved and historically perpetuated through subsequent property deed descriptions and property surveys illustrated on parcel plats of record examined in this research phase. In conclusion, research of the original county line descriptions, historic maps, land grant descriptions, property deed descriptions, and property survey plats illustrate the best witness to the position of the county boundary line starting at the corner of Davie, Iredell, and Yadkin County at a permanent concrete monument; then in a southeasterly direction to an existing two-inch iron pipe near Chinquapin Road; continuing in that southeasterly direction to an existing one-inch iron pipe near Four Corners Road; proceeding in a southeasterly direction to an one and half inch iron pipe east of Farmington Road on the Duke Energy transmission line; then in a southeasterly direction to the centerline of the Yadkin River also know as the county corner of Davie, Forsyth and Yadkin County to be the blue line illustrated on the preliminary plat titled " THE DAVIE AND YADKIN COUNTY LINE" as attached.

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Oath and compensation

SEC. 2. The Commissioners, before entering on the duties assigned them, shall be sworn before a Justice of the Peace, and shall be allowed a reasonable compensation for their labours.

[Ratified 10th January, 1837.]

CHAP. IV.

An Act to lay off and establish a county by the name of Davie.

Boundaries and name of county.

Be it enacted by the General Assembly of the State of North Carolina, and it is hereby enacted by the authority of the same, That a county shall be, and the same is laid off and established, in the territory now comprehended in the limits of Rowan county, north of the South Yadkin river, beginning at the junction of the North and South Yadkin rivers; thence, up the South Yadkin river, to the Iredell county line; and all that part of the present county of Rowan, lying and being north of said river, shall hereafter constitute a separate and distinct county, to be called and known by the name of Davie, in honor of the revolutionary patriot, William R. Davie; and it shall be, and is hereby, invested with all the rights, privileges and immunities of the other counties in this State, except as is hereafter provided.

Official powers of certain officers continued.

SEC. 2. *Be it further enacted,* That all justices of the peace and officers of the militia, who reside within the limits of the county of Davie, shall continue to hold and exercise all the official powers and authorities, in and for the said county, that they have hitherto held and exercised in and for the county of Rowan.

SEC. 3. *Be it further enacted,* That a Court of Pleas

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and Quarter Sessions shall be, and the same is hereby, established in and for said county of Davie, to be held by the justices last aforesaid and such others as may be hereafter appointed in and for said county, on the fourth Monday of February, May, August and November, in each and every year; the first session of which shall be held on the fourth Monday in February next, in the town of Mocksville; when the court aforesaid, a majority of the justices of said county being present, shall appoint a clerk of said court, a sheriff, a coroner or coroners, constables and other officers for said county, who shall enter into bond as required by law, and shall hold and continue in said offices until successors to them are duly chosen and qualified according to the acts of the General Assembly in such cases provided. And the said court, at its first session aforesaid, may appoint the place of its future sessions, until a court-house shall be erected for said county.

County Courts established.

Appointment of clerk and other officers, &c.

SEC. 4. *Be it further enacted*, That the County Court of Davie, a majority of the justices being present, shall appoint five commissioners to select and determine upon a scite for a permanent seat of justice in said county, and shall purchase or may receive by donation, for the use of said county, a tract of land consisting of not less than twenty-five acres, to be conveyed to the chairman of the County Court and his successors in office, upon which they shall lay off a town, the name of which shall be determined by themselves, in which the public court house and jail of said county shall be erected; and after the completion of the same, the courts of said county shall be held, and the clerks' and register's offices shall be kept in said town.

Court shall appoint commissioners to select a place for C. H. to lay off a town, &c.

SEC. 5. *Be it further enacted*, That the commissioners so appointed as aforesaid, after laying off the lots of the town aforesaid, and designating such as shall be retained for public uses, shall expose the residue to sale at public auction, upon a credit of one and two years, and shall take bonds with security for the purchase money, payable to the chairman of the County Court, and his successors in office; and the said chairman shall execute titles therefor, upon the payment of

Sale of lots.

Court may levy tax.

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the purchase money, which shall go into the County Treasury; and the said Court of Pleas and Quarter Sessions may levy taxes for all public uses, under the same rules, regulations and restrictions as the like courts in other counties.

Imprisonment of criminals.

SEC. 6. *Be it further enacted*, That all persons who may be liable to imprisonment under any process, either civil or criminal, in said county, before the completion of the public jail therein, may be committed to the jail of any adjoining county, in like manner as when a jail has been destroyed by accident.

Authority of courts and transfer of suits.

SEC. 7. *Be it further enacted*, That the Court of Pleas and Quarter Sessions established by this act, and the Superior Courts of Law and Equity which may be hereafter provided for said county, shall have the like powers, authorities and jurisdictions, as the same courts possess and exercise in other counties; and all suits now depending in any of the courts of Rowan county, wherein the citizens of Davie are both plaintiffs and defendants, and all indictments against them or any of them, shall be transferred to the court having jurisdiction thereof in the county of Davie, in the manner now provided for transferring suits from one county to another.

Offences to continue under jurisdiction of Rowan Superior Court.

SEC. 8. *Be it further enacted*, That all criminal offences which may be committed in the county of Davie, which are cognizable only in the Superior Court of law, shall be and continue under the jurisdiction of the Superior Court of law of the county of Rowan, until a Superior Court of law shall be created for the county of Davie.

Collections by sheriff.

SEC. 9. *Be it further enacted*, That nothing in this act contained shall be so construed, as to prohibit the sheriff of Rowan county from collecting such sum or sums of money as are due or may become due on any judgment before the first Court of Pleas and Quarter Sessions for said county of Davie.

Representation of counties.

SEC. 10. *Be it further enacted*, That the counties of Rowan and Davie shall continue to be represented in the General Assembly as one county, and in the name of the county of Rowan, until a future Legislature shall otherwise

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provide and direct: an election shall be held, for members of both Houses of the General Assembly and of Congress, by the sheriff or other returning officers of Rowan county, in all the territory heretofore comprehended in the limits of said county, at the times and places, and under the same rules, regulations and restrictions as have been appointed or may hereafter be appointed by law; and the certificate of said sheriff or other returning officer, to the result of said election or elections, shall be as valid and effectual to all intents and purposes as if this act had never been passed.

Sheriff of Rowan to collect arrears of tax.

SEC. 11. *Be it further enacted*, That provided nothing in this act shall be so construed, as to prevent the sheriff of Rowan county from collecting arrears of taxes in the same manner as he could have done previous to the division of the county: *Provided nevertheless*, that the sheriff of Rowan shall not collect any taxes in the county of Davie, or of the citizens of said county, imposed by the County Court of Rowan, and which are collectable in the year one thousand eight hundred and thirty-seven; but that the same may be collected by the sheriff of Davie county to the use of said county.

SEC. 12. *Be it further enacted*, That all the paupers now in the poor house originally from Davie, shall be transferred to the wardens of said Davie county.

SEC. 13. *Be it further enacted*, That this act shall be in force from and after the ratification.

[Ratified 20th December, 1836.]

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CHAP V.

An Act supplemental to an act, passed at the present General Assembly, entitled "an act to lay off the county of Davie."

Be it enacted by the General Assembly of the State of North Carolina, and it is hereby enacted by the authority of the same, That there shall be a Superior Court of law and Court of Equity opened and held at the town of Mocksville, until a court house shall be built, as provided for in said act, then at said town and court house in the county of Davie, on the eighth Monday after the third Monday in February next, and on the eighth Monday after the third Monday in August, and on the same days in each and every year hereafter; which courts shall have the same jurisdiction that the present Superior Courts of Law and Courts of Equity in the several counties in this State now have and exercise.

Superior and court of equity to be holden.

SEC. 2. *Be it further enacted,* That the county of Davie shall hereafter constitute a part of the sixth circuit; and the Judge and Solicitor who shall attend the Superior Courts in said county, shall be respectively entitled to the same pay for attending said courts, that they now by law are entitled to receive for attending other Superior Courts in said circuit.

Attached to 6th circuit.

SEC. 3. *And be it further enacted,* That a clerk and clerk and master in equity, both men of skill and probity, and residents in the county of Davie, shall be appointed for the same, by the Judge attending the first term of said court. They shall give bond and security, as directed by law for such officers, and take the oath prescribed for their qualification. The clerk so appointed shall hold his office until the regular election and qualification of his successor. The County Court of Davie shall appoint thirty jurors, to attend

Appointment of clerks &c.

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the said court, in the same manner as jurors are appointed to attend other Superior Courts in this State.

Transfer of causes &c.

SEC. 4. *Be it further enacted*, That all civil causes depending in the Superior Court of Law and Equity for Rowan, the plaintiffs in which causes reside in Davie county, and also all actions of ejectment and trespass, quere clausum fregit, for or concerning lands in Davie county, shall be transferred, with all process and proceedings therein, to the Superior Court of law hereby established for the county of Davie; and the provisions of the act passed in the year eighteen hundred and six, entitled "an act amendatory and supplementary to an act, entitled an 'act for the more convenient administration of justice,'" and all other acts supplemental thereto, for the appointment, summoning and attendance of jurors; for the transmission and receipt of the records, proceedings and papers; for docketing and bringing the causes forward for trial; for summoning witnesses; for issuing original and mesne process, prior to the first term of Davie Superior Court; and generally for all other purposes relative to the preparation for trial and determination of the business of said court, be, and the same are hereby extended to the Superior Court of Davie county. The neglects and failures of the several officers of the Superior Courts of Rowan and of the County Courts of Davie, shall be subject to the same penalties and forfeitures as are prescribed for similar neglects and failures by the said act; and the said officers shall be entitled to the same fees for their services as are established by the said act for like services.

Constables to continue in office.

SEC. 5. *Be it further enacted*, That the constables now residing in the county of Davie, shall continue to hold their respective offices, and perform all the duties appertaining thereto, subject to the same rules, regulations and penalties as constables in the other counties in this State, until the first County Court to be held for said county.

Majority of commissioners to act &c.

SEC. 6. *Be it further enacted*, That it shall be competent for a majority of the commissioners, who shall be appointed by the County Court of Davie, to select a seite for a

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seat of justice and for other purposes, to do all things belonging or appertaining to their commission, as fully and effectually as the whole of said commissioners might do; and that the said commissioners, or a majority of them, may let out, to the lowest bidder, or contract for the building of a court house and jail, upon whatever plan or form they may deem advisable; and that the permanent seat of justice shall be in Mocksville, or within two miles of the same; and they may receive any quantity of land for that purpose, not less than fifteen acres; any thing to the contrary notwithstanding.

Tax. SEC. 7. *Be it further enacted*, That the County Court of Davie, a majority of the justices being present, may lay a tax not exceeding one dollar on the poll, and thirty cents on every hundred dollars valuation of real estate, for the purpose of building the court house and jail.

SEC. 8. *Be it further enacted*, That this act shall be in force from and after its ratification.

[Ratified 9th January, 1837.]

CHAP. VI.

An Act concerning the county of Davie.

Be it enacted by the General Assembly of the State of North Carolina, and it is hereby enacted by the authority of the same, That at the holding of the first Court of Pleas and Quarter Sessions of the county of Davie, it shall be lawful for any justice of the peace of the county of Rowan, to administer to the justices of the peace of the said county of Davie, such oaths as may be necessary to qualify them for the du-

Any justice of Rowan may administer oath at first court.

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CHAPTER XL.

AN ACT to lay off and establish a new county by the name of Yadkin.

SECTION
1 Erected out of a portion of Surry county.

Sec. 1. *Be it enacted by the General Assembly of the State of North Carolina, and it is hereby enacted by the authority of the same*, That a county be, and the same is hereby laid off and established out of that portion of the county of Surry, which lies South of the Yadkin river, and also including that portion of the county of Surry known and called by the name of Little Surry, said county to be called Yadkin; and that said county of Yadkin shall be invested with all the rights, privileges and immunities of the other counties in this State: *provided* a majority of the free white men entitled to vote for members of the House of Commons, in the present county of Surry, shall vote for the same, the sites for the new Court Houses being first fixed on at or near to the centre of the new counties; the manner and time in which such vote shall be taken, and the sites for said Court Houses fixed on, to be prescribed by a supplemental law to be passed at this General Assembly.

[Ratified 28th December, 1850.

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CHAPTER XLI.

AN ACT supplemental to an act, passed by the present General Assembly, entitled "An Act to lay off and establish a new county by the name of Yadkin."

Rights.

Sec. 1. *Be it enacted by the General Assembly of the State of North-Carolina, and it is hereby enacted by the authority of the same,* That the county of Yadkin shall be, and it is hereby invested with all the rights, privileges and immunities of the other counties of this State, except as hereinafter provided.

Commissioners to locate Court House.

Sec. 2. *Be it further enacted,* That Alfred W. Martin, William C. DeJournett, Solomon Vestal, John Shores, Sen'r. and Thomas Martin, are hereby appointed commissioners to select and determine upon a site for a permanent seat of justice in said county, who shall locate the same as near the centre of said county, as a suitable location can be obtained, taking into consideration both the extent of territory and population; and a majority of said commissioners shall have power to act; and said commissioners shall have full power and authority, if they should deem it necessary, to employ a suitable surveyor or surveyors to aid and assist them in selecting a county site as aforesaid.

Land for laying off town, &c.

Sec. 3. *Be it further enacted,* That said commissioners, or a majority of them, shall have power to purchase or receive, by donation, for the county of Yadkin, a tract of land containing fifty acres, to be conveyed to the chairman of the county court of said county, and his successors in office, upon which a town shall be laid off and called by the name of Wilson, where the Court House and jail shall be erected, and where, after the completion of said Court House, the courts of said county shall be held, and the clerks and register shall keep their offices; and the said commissioners shall lay off the lots of said town, and, after designating such as shall be retained for public uses, shall expose, after due notice, the balance, or such portion thereof as may be deemed by them

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necessary, at public auction, upon a credit of one and two years, and shall take from the purchasers bonds and security for the purchase money, made payable to the chairman of the county court and his successors in office; and upon the payment of the purchase money, the chairman or his successors shall execute title therefor, which money shall be appropriated to the building of a Court House and jail.

Justices and officers.

Sec. 4. *Be it further enacted*, That the justices of the peace and officers of the militia who reside within the limits of Yadkin county, shall continue to hold and exercise all the official powers and authorities in and for said county, that they had hitherto held and exercised in the county of Surry.

Sheriff, trustee, constabl's, &c.

Sec. 5. *Be it further enacted*, That Henry G. Hampton, sheriff of Surry county, and Theophilus C. Hauser, county trustee for said county, and Samuel Spears, Sr., Surveyor for said county, and all constables, now residing within the limits of Yadkin county, shall continue to hold their respective offices in said county, and perform all duties appertaining thereto, until the expiration of the term of office for which they have been chosen, under the same rules, and regulations and penalties as sheriffs, trustees, surveyors and constables are subject to in this State.

County court, when and where held, and officers to elect.

Sec. 6. *Be it further enacted*, That a court of pleas and quarter sessions shall be and the same is hereby established in and for the county of Yadkin, to be held by the justices of the peace of said county, on the first Monday in January, April, July and October, in each and every year; and that the first session of said court shall be held at Dowelltown, on the first Monday in July, A. D., 1851, and at the same place, from time to time, until a seat of justice shall be established for said county as is hereby provided; and at the first session of said court, a majority of the justices being present, they shall elect a clerk of the court of pleas and quarter sessions of said county, a county attorney, coroner, register, entry taker, and all other officers for said county, who shall enter into the bonds required by law, and shall hold and con-

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tinue in said offices until successors are duly chosen and qualified according to the acts of the General Assembly, in such cases made and provided; that said court may, at its said first session, appoint the place of its subsequent sessions, and also of the Superior Court, until a Court House shall be erected for said county of Yadkin.

Transfer of suits.

Sec. 7. *Be it further enacted*, That the court of pleas and quarter sessions hereby established, shall possess and exercise the same powers and authorities and jurisdictions as are possessed and exercised by the other county courts in this State; and all suits of law of which other county courts of other counties in this State have jurisdiction, now pending in the county court of Surry, wherein the citizens of Yadkin county are both plaintiff and defendant, or where the citizens of Yadkin county are defendants, and all indictments and criminal proceeding against the citizens of Yadkin county, in the county courts of Surry, of which other county courts in this State have jurisdiction, shall be transferred in the same manner now provided for transferring suits from one county to another.

Superior court.

Sec. 8. *Be it further enacted*, That there shall be a Superior Court of Law and Equity opened and held at Dowellton, in said county of Yadkin, on the tenth Monday after the fourth Monday in March and September, in each and every year (the first session of which court shall be opened and held on the tenth Monday after the fourth Monday in September, 1851) at the same place, from time to time, until a Court House shall be built as provided for in this act, and then and thereafter, at the town and Court House, on the tenth Monday after the fourth Monday in March and September, in each and every year, which court shall have the same jurisdiction that Superior courts of Law and Equity in the several counties in this State now have and exercise.

Transfer of suits.

Sec. 9. *Be it further enacted*, That all suits in Law or in Equity now pending in the Superior Courts of Surry county, of which the Superior Courts of this State have ju-

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risdiction, and wherein both plaintiff and defendant are citizens of Yadkin county, or wherein the citizens of Yadkin county are defendants, and all indictments and criminal proceedings against the citizens of Yadkin county, which shall be pending in the Superior Court of Surry county, and which are cognizable in the Superior Courts of this State, shall be transferred to the first Superior Court of Law and Equity to be held for the county of Yadkin, commencing on the tenth Monday after the fourth Monday in September, 1851, in the same manner as is now prescribed by law for transferring suits from one county to another.

Jurisdiction of criminal cases.

Sec. 10. *Be it further enacted*, That until the time of holding of the first Superior Court of Law and Equity as provided for in this act, in the county of Yadkin, the Superior Court of Surry county shall have jurisdiction of all criminal offences, cognizable in the Superior Courts of this State, which shall be committed in said county of Yadkin; and in all such cases, it shall be the duty of the justices of the peace of Yadkin county, when they give judgments against the defendants, in any State warrant for offences aforesaid, to bind over defendants and witnesses, and make their returns to the Superior Court of Surry as they were heretofore bound to do.

Imprisonment.

Sec. 11. *Be it further enacted*, That all persons who may be liable to imprisonment under process, either civil or criminal in Yadkin county, before the completion of the jail therein, shall be committed to the jail of Surry county.

Collections.

Sec. 12. *Be it further enacted*, That nothing in this act contained shall be so construed as to prohibit the sheriff of Surry county, as aforesaid, from collecting such sum or sums of money as are due or may become due on any judgment where the execution shall come to his hands before the first term of the court of pleas and quarter sessions for Yadkin county, nor shall it be construed so as to prevent him from collecting any executions issuing from the Superior Court of Surry county and returnable to the same.

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Arrears of taxes.

Sec. 13. *Be it further enacted*, That nothing in this act is to be construed so as to prevent the sheriff, as aforesaid, of Surry county, from collecting all arrears of taxes and all public dues and taxes collectable in the year 1851, in the same manner he could have done previous to the erection of the new county of Yadkin, both in the counties of Surry and Yadkin.

Representation and elections.

Sec. 14. *Be it further enacted*, That the county of Yadkin shall continue to be represented in the next General Assembly of this State, in the name of Surry, as heretofore; and the election for the members of the General Assembly, Members of Congress, Electors of President and Vice President of the United States, and Governor of the State, shall be held by the sheriff of the county of Surry, under the same rules and restrictions as hitherto; and the court of pleas and quarter sessions for the county of Surry is hereby authorized and required to appoint inspectors for holding elections for the Members of the General Assembly, Members of Congress, Electors of President and Vice President of the United States, and Governor as heretofore: *Provided*, That all other elections shall be held in the county of Yadkin in the same manner and under the same rules and regulations as are now provided for holding elections in this State in other counties.

School fund.

Sec. 15. *Be it further enacted*, That in the distribution of the nett annual income of the Literary Fund, the Literary Board shall pay over, as heretofore, to the chairman of the Board of superintendents of the county of Surry, and be distributed by them as heretofore until the next General Assembly.

Attached to 6th circuit.

Sec. 16. *Be it further enacted*, That the county of Yadkin shall compose a part of the sixth judicial circuit; and the Judges and Solicitor of said circuit shall attend said courts, under the same provisions and liabilities and regulations as apply to the other counties of said circuit.

Clerks.

Sec. 17. *Be it further enacted*, That the Judge who shall ride the Fall circuit, in the year, A. D., 1851, of the sixth

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Judicial circuit of this State, shall appoint a clerk of the Superior Court, a clerk and master in equity for said county of Yadkin.

Commissioners.

Sec. 18. *Be it further enacted*, That the county court of Yadkin, at its first session, a majority of the justices of the peace being present, shall appoint such number of commissioners as may be deemed necessary to contract for and superintend the building of a Court House and jail for said county of Yadkin.

Paupers.

Sec. 19. *Be it further enacted*, That all paupers now in the poor house of the county of Surry, that came from the county of Yadkin, be returned to the said county of Yadkin, on or before the first day of August, A. D., 1852, and that all moneys belonging to the poor fund of Surry county, be divided, at the same time the paupers are returned, among the several paupers, thus to be divided between the counties of Surry and Yadkin, *pro rata*.

Site for Court House for Surry.

Sec. 20. *Be it further enacted*, That Elisha Bonner, Jacob L. Folk, John Jarvis, Elijah Thompson and Daniel S. Jones, are hereby appointed commissioners to select and determine upon a site for a permanent seat or justice for Surry county, who shall locate the same as near the centre of said county as a suitable location can be obtained, taking into consideration both the extent of territory and population; and a majority of said commissioners shall have power and authority to act; and said commissioners shall have full power and authority to employ a suitable surveyor or surveyors to aid and assist them in selecting said site.

Laying off town, &c.

Sec. 21. *Be it further enacted*, That a majority of said commissioners shall have power to purchase, or receive by donation, for the county of Surry, a tract of land containing fifty acres, to be conveyed to the chairman of the county court of said county and his successors in office, upon which a town shall be laid off and called by the name of Dobson, and where the Court House and jail shall be erected, and where, after the completion of said Court House, the courts

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of said county shall be held, and the clerks and register shall keep their offices; and the said commissioners shall lay off the lots of said town, and, after designating such as shall be retained for public uses, shall expose, after due notice, the balance or such portion thereof as may by them be deemed necessary, at public auction, on a credit of one and two years, and shall take from the purchasers bonds and security for the purchase money, made payable to the chairman of the county court and his successors in office; and upon the payment of the purchase money, the chairman or his successors shall execute title therefor, which money shall be appropriated to the building of a Court House and jail.

Building C. H. and jail.

Sec. 22. *Be it further enacted*, That the county court of Surry, at May or August term, a majority of the justices of the peace being present, shall appoint such number of the commissioners as may be deemed necessary to contract for and superintend the building of a Court House and jail for the county of Surry.

Sheriff and trustee.

Sec. 23. *Be it further enacted*, That at May Term, 1851, of Surry county court, a majority of the justices of the peace being present, it shall be their duty to elect a sheriff and county trustee for said county of Surry, who shall enter into bond and security, as required by law, until the next regular election for the same shall take place.

Apportionment of debt.

Sec. 24. *Be it further enacted*, That Samuel Spear, Sr., and Theophilus C. Hauser, on the part of the county of Yadkin, and Charles Whitlock and Job Worth, on the part of the county of Surry, be appointed commissioners to apportion any debt which may be due from the original county of Surry between the two counties, in such manner as to them or a majority of them may seem just and equitable; and that their apportionment and division shall be binding and final between the two counties.

Commissioners to select sites.

Sec. 25. *Be it further enacted*, That the commissioners in this act appointed to select and determine on sites for the Court Houses in said counties of Surry and Yadkin, shall

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be required (under a penalty of one hundred dollars each, to be recovered in any court having jurisdiction of the same, by any person who may sue for the same,) to select and determine on said sites, on or before the 10th day of April, A. D., 1851, and to advertise the same at the Court House in Rockford and four other public places in each of the counties.

Compensation.

Sec. 26. *Be it further enacted*, That all the commissioners and the surveyors by them selected to discharge any public duty connected with the division of Surry county, shall receive a fair and reasonable compensation for their services, to be allowed them by the county courts of their respective counties in which they may reside.

Election on division.

Sec. 27. *Be it further enacted*, That, it shall be the duty of the justices of the county court of Surry county, at the February term, 1851, thereof, to order an election to be held throughout the present county of Surry, at the several election precincts in said county heretofore established, on the first Thursday in May next, to take the sense of the qualified voters of said county of Surry on the question of *division* or *no division*.

Judges & inspectors of election.

Sec. 28. *Be it further enacted*, That it shall also be the duty of the said county court, at the said February term, 1851, to appoint judges and inspectors to hold and superintend said election, at the several precincts aforesaid, who after taking an oath honestly and fairly and impartially to discharge their duty, shall hold said election and report the same to the sheriff of the county of Surry, under the same rules, regulations, liabilities and restrictions as are now required by law in holding elections for Members to the General Assembly.

Election, how held.

Sec. 29. *Be it further enacted*, That said election shall be held by ballot, those voting for division putting in a ticket on which shall be written "*Division*;" those voting against the same, a ticket on which shall be written "*No Division*;" and that every free white citizen qualified to vote for members of the House of Commons, in said county, shall be allowed to vote at said election.

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Sec. 30. *Be it further enacted*, That it shall be the duty of the sheriff of the present county of Surry, on the result of said election being returned to him, to proclaim the same on the next day, on or before 3 o'clock, P. M.; and in case a majority of the qualified voters of said county be found to be in favor of division, it shall be the duty of said sheriff to certify the same to the Governor of the State; and on its appearing to the Governor, from said certificate, that there is a majority of the qualified voters in said county of Surry in favor of the division purposed by the act, to which this act is supplemental, then and in that case the Governor shall make that fact known by proclamation; upon which this act and the act passed at this General Assembly to which this act is supplemental, shall be operative and take effect; otherwise, both of said acts shall be null and void. Election, result of

Sec. 31. *Be it further enacted*, That the sheriff of Surry county shall be entitled to the same compensation, for making the return of result of said election to the Governor, that he is now by law for making the return of the election for members of the General Assembly, and shall return the same to the Governor within ten days from and after the day of election. Return by sheriff.

Sec. 32. *Be it further enacted*, That this act shall be in force from and after its ratification.

[Ratified 28th January, 1851.]

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SEC. 8. That said finance committee shall have power, when in their judgment it shall be necessary, to employ a competent auditor to assist them in their duties and fix his compensation, to be paid by the county. They may also, when they deem it necessary, employ an attorney to advise them as to their duties and to prosecute any suit or matter in their behalf before the court. That said finance committee shall receive the same per diem and allowances for the time they are engaged in their duties as the commissioners of Wilkes County now receive.

Employment of auditor.

Employment of attorney.

Pay of committee.

SEC. 9. In case of a vacancy in said finance committee by death, resignation or otherwise, the said vacancy shall be filled in the same manner prescribed for election of said committee by the county commissioners of Wilkes County at their next monthly meeting after such vacancy occurs, that is, if the vacancy is made by death, resignation or otherwise, of one of the opposite political party from the majority of the county commissioners. The said commissioners shall fill said vacancy with the person recommended by the chairman of the county executive committee of the opposite political party to the one to which the majority of the boad of county commissioners belong. Any refusal or neglect on the part of the county commissioners to do any and all things required of them in this act, relative to said finance committee, shall be a crime, punishable by a fine or imprisonment in the discretion of the court.

Vacancies.

Refusal or neglect by county commissioners a crime.

Punishment.

SEC. 10. That all laws and clauses of laws in conflict with this act are hereby repealed.

Repeal clause.

SEC. 11. That this act shall be in force from and after the first Monday in December, nineteen hundred and twelve.

When act effective.

Ratified this the 4th day of March, 1911.

CHAPTER 588.

AN ACT TO CHANGE THE LINE BETWEEN THE COUNTIES OF YADKIN AND FORSYTH AND TO AUTHORIZE SAID COUNTIES TO ERECT BRIDGES ACROSS THE YADKIN RIVER.

The General Assembly of North Carolina do enact:

SECTION 1. That all that portion of Yadkin County included within the boundaries hereinafter set out, shall be and hereby is annexed to and made a part of the county of Forsyth. Said boundaries are as follows: Beginning on the line between the counties of Yadkin and Forsyth at the northeast corner of Little Yadkin Township, on the Yadkin River; thence down said river a distance of one mile; thence a straight line to the point where the public road from Lewisville to West Bend, sometimes called the

Part of Yadkin to Forsyth.

Boundaries.

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Nading's Ferry road, crosses the county line; thence northwardly with the county line to the beginning.

Construction of bridge authorized.

Sec. 2. That the boards of commissioners for Forsyth and Yadkin Counties are authorized and empowered to construct and maintain one or more public bridges across the Yadkin River, at such

Location.

places as may be mutually agreed upon by them, said bridge or

Apportionment of expense.

bridges to be constructed and maintained by the said counties in the proportion that the taxable polls of each county bear to each other, or upon such other terms as may be agreed upon between said boards.

Condemnation of land.

Sec. 3. That the boards of commissioners of each county are empowered to condemn, in their respective counties, the necessary lands for the purpose of constructing public roads, and approaches leading to such bridge or bridges, wherever such lands shall not be donated, or the price thereof can not be agreed upon. The board of each county shall have authority to go upon the land to make necessary surveys, and after five days notice to the landowner may make and enter an order of condemnation, which order shall not be subject to review. The board shall then have the election to pro-

Procedure for assessment of damages.

ceed at once with the work of construction. Any landowner who shall consider himself damaged, may, within sixty days after the completion of the work on or through his land, apply to the clerk of the superior court, upon five days notice to the board, for an assessment of damages. The clerk shall appoint three disinterested freeholders to act as jurors. After five days notice said jurors shall go upon the land to assess the damages, and in determining the damages the jury shall take into consideration the benefits, if any, to the land and make their report to the clerk of the superior court,

Right of appeal.

who shall render judgment thereon. Either party may appeal to

Assessment before beginning work.

the superior court. If the board shall elect to have the damages assessed, before proceeding to the work of construction, they shall make application to the clerk for assessment of damages, and the

Proviso: power of abandonment.

proceeding shall be as hereinbefore set out: *Provided*, that the board may at any time before final judgment, abandon the proposed work, in which event judgment shall be rendered, striking out the order of condemnation and awarding to the landowner costs and such damages as may have been sustained.

Funds for work.

Sec. 4. That the boards of commissioners of said counties are authorized to defray the cost of said bridge or bridges and roads leading thereto, out of the general fund or road fund of their respective counties, as may not be required for other necessary purposes; or if such funds are insufficient, said boards are authorized

Special tax.

to annually levy and collect a special tax in their respective

Rate.

counties not to exceed ten cents on the one hundred dollars worth of taxable property and thirty cents on the polls, until the cost of said bridges and roads shall be paid.

Sec. 5. That this act shall be in force from and after its ratification.

Ratified this the 4th day of March, 1911.

9.F.1.b

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CHAPTER 72

AN ACT TO MAKE CERTAIN AND DEFINE THE BOUNDARY LINE BETWEEN THE COUNTIES OF DAVIE AND FORSYTH.

The General Assembly of North Carolina do enact:

SECTION 1. That the Yadkin River be and the same is hereby made, fixed and designated as the true and correct boundary line between the counties of Davie and Forsyth. Boundary between Davie and Forsyth.

SEC. 2. That all laws and clauses of laws in conflict with this act are hereby repealed. Conflicting laws repealed.

Ratified this the 10th day of February, A.D. 1925.

CHAPTER 73

AN ACT TO INVALIDATE CERTAIN PROCEEDINGS FOR THE SALE OF BONDS OF BURKE COUNTY.

The General Assembly of North Carolina do enact:

SECTION 1. That the proceedings of the board of commissioners of Burke County for the execution, issuance and sale of one hundred thousand, face value, coupon bonds of said county to bear date as of February first, one thousand nine hundred and twenty-five, and purporting to have been sold without advertising, are hereby declared utterly void, and said bonds purporting to have been issued under said authority shall constitute no obligation of Burke County. Issuance of bonds declared void.

SEC. 2. That it shall be unlawful for said board of commissioners of Burke County to deliver bonds, issued, or purporting to be issued, under the authority of said proceedings. Unlawful.

SEC. 3. All conflicting laws are hereby repealed. Conflicting laws repealed.

SEC. 4. This act shall be in force and effect from and after its ratification.

Ratified this the 10th day of February, A.D. 1925.

9.F.1.b

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CHAPTER 489

AN ACT TO AMEND CHAPTER 183 OF THE PUBLIC LAWS OF 1925, RELATING TO PENALTIES IN THE COLLECTION OF TAXES, RELATING TO ROWAN COUNTY.

The General Assembly of North Carolina do enact:

SECTION 1. Amend section one of chapter one hundred and eighty-three of the Public Laws of North Carolina of the year one thousand nine hundred and twenty-five by adding at the end of said section after the word "taxes" in line nine thereof, the following: "that this act shall not apply to Rowan County and that no penalties on taxes shall be collected in Rowan County by any sheriff or tax collector on taxes levied in the years one thousand nine hundred and twenty-six, one thousand nine hundred and twenty-seven and one thousand nine hundred and twenty-eight."

Rowan County not affected.

SEC. 2. That all laws and clauses of laws in conflict with the provisions of this act, in so far as they apply to Rowan County, are hereby repealed.

SEC. 3. That this act shall be in force and effect from and after its ratification.

Ratified this the 7th day of March, A.D. 1927.

CHAPTER 490

AN ACT TO CHANGE THE BOUNDARY LINE BETWEEN THE COUNTIES OF FORSYTH AND YADKIN BY TRANSFERRING LITTLE YADKIN TOWNSHIP AND ANNEXING THE SAME TO FORSYTH COUNTY.

Preamble: Isolation of territory.

Whereas, all of Little Yadkin Township, Yadkin County, which is all of Yadkin County lying east of Yadkin River and adjoining Forsyth County, is separated from the remainder of Yadkin County by a natural boundary line, which is the Yadkin River; and

Preamble: Wishes of commissioners of counties and of residents of territory.

Whereas, the board of county commissioners of Forsyth County and the board of county commissioners of Yadkin County, each are unanimously in favor of transferring said territory from Yadkin County to Forsyth County, and a large majority of the residents of said territory are in favor of said transfer; and

Preamble: Agreement for transfer.

Whereas, it has been agreed by and between the respective boards of commissioners of said counties, that said territory

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might be transferred and annexed to Forsyth County on the conditions and terms hereinafter embodied in this act: Now, therefore,

The General Assembly of North Carolina do enact:

Section 1. That all that territory known and designated as Little Yadkin Township, Yadkin County, which is all that portion of Yadkin County lying east of the Yadkin River and adjoining Forsyth County, be and the same is hereby transferred from the said Yadkin County and annexed to the county of Forsyth, and the boundary line between said counties of Forsyth and Yadkin be and the same is hereby changed and fixed so that the Yadkin River shall be the boundary line between said counties. Description of territory. Transfer. Boundary line.

Sec. 2. That all the territory transferred by this act from the county of Yadkin to the county of Forsyth shall be and the same is hereby annexed to and become a part of Lewisville Township in Forsyth County. Township of annexed territory.

Sec. 3. That the board of county commissioners of Forsyth County, within thirty days after the ratification of this act, be and it is hereby authorized, empowered and directed to pay to the board of county commissioners of Yadkin County the sum of seventy thousand dollars, out of the road and bridge fund of said county, and the board of county commissioners of Yadkin County is hereby authorized, empowered and directed to apply said sum of seventy thousand dollars to the retirement of outstanding bonded or other indebtedness of said county, and if no such indebtedness be due at the time of the payment by Forsyth County of the amount herein provided, then it shall be applied to the first such indebtedness falling due thereafter. Payment to Yadkin County. Application of payment.

Sec. 4. That all that territory hereby transferred from Yadkin County and annexed to Forsyth County be, and it is hereby, relieved from the levy or collection of any taxes by the board of county commissioners of Yadkin County for the payment of any indebtedness now outstanding or to be hereafter incurred by the said county of Yadkin: *Provided*, that all taxes levied upon the property within said territory for the year one thousand nine hundred and twenty-six, and years prior thereto, shall be collected by the sheriff of Yadkin County and carried into the treasury of Yadkin County as other taxes; and *Provided further*, the present term of the public school now operated in said territory shall be maintained and paid for by the proper authorities of Yadkin County: *Provided further*, that none of the provisions of this act shall affect the validity of any present outstanding bonded or other indebtedness of Yadkin County: *Provided further*, that the remaining portion of Yadkin County shall first Relief from taxation by Yadkin County. Proviso: Taxes for 1926 and prior years. Proviso: Payment of expense of present term of schools. Proviso: Existing debts not affected. Proviso: Adjustment of existing debt.

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be subject to taxation to the limit allowed by the Constitution of the State for the payment of the present outstanding bonded and other indebtedness, before any tax shall be levied on or collected from that part of said county hereby annexed to Forsyth County.

Joint maintenance of bridge.

SEC. 5. That the Dixon Hill Bridge across the Yadkin River between Little Yadkin Township and the remainder of Yadkin County shall be hereafter maintained jointly by the boards of county commissioners of Forsyth County and Yadkin County, and the cost of maintenance shall be apportioned between said counties in proportion to the taxable property listed for taxation in the counties respectively.

Repealing clause.

SEC. 6. That all laws and clauses of laws in conflict with the provisions of this act are hereby repealed.

SEC. 7. That this act shall be in force and effect from and after its ratification.

Ratified this the 7th day of March, A.D. 1927.

CHAPTER 491

AN ACT TO AMEND CHAPTER 120, PUBLIC LAWS, EXTRA SESSION, 1924, SO AS TO INCLUDE JACKSON COUNTY.

The General Assembly of North Carolina do enact:

Law amended.

SECTION 1. That section one of chapter one hundred twenty, Public Laws, Extra Session, one thousand nine hundred twenty-four, be amended by striking out the word "Jackson" in line twenty-six between the words "Iredell" and "Johnson."

Jackson stricken out.

SEC. 2. That this act shall be in force from and after its ratification.

Ratified this the 7th day of March, A.D. 1927.

CHAPTER 492

AN ACT TO REGULATE FILLING STATIONS IN CAMDEN, CHOWAN, CURRITUCK AND PERQUIMANS COUNTIES.

The General Assembly of North Carolina do enact:

Complaint of filling stations.

SECTION 1. That the county commissioners of Camden, Chowan, Currituck and Perquimans counties are hereby authorized and empowered, upon complaint from as many as five persons, of drinking or disorderly conduct at any filling station

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FROM A M Huff wife TO Murlin Robertson

STATE OF NORTH CAROLINA—Yadkin County

THIS DEED, Made this 26 day of September, 1916, by Am Huff and wife R B Huff of Yadkin County and State of North Carolina of the first part, to Murlin Robertson of Surry County and State of North Carolina, of the second part:

WITNESSETH, That said Am Huff and wife R B Huff in consideration of One Thousand ——— Dollars, to them paid by Murlin Robertson the receipt of which is hereby acknowledged, ha.ve bargained and sold, and by these presents do I grant, bargain, sell and convey to said Murlin Robertson his heirs and assigns, all the right, title, interest and estate of the party of the first part in and to a certain tract or parcel of land in Yadkin County, State of North Carolina, adjoining the lands of A J Chaffin A E Dishard ——— ——— and others, and bounded as follows, viz.:

Beginning at a stake, Dr Hutchins corner, his County line Thence North, some five, (about 3°) West 17 chains & 14 links to a stone in Hutchins line, Thence West 2° West 19.60 chs. to a small hickory bush, Thence S - 2° West 4.38 chs. to a maple bush, Thence West 2° North 19.58 chains to a Spanish oak, A Haught's line, Thence South with his line 13.06 to a stone his County line, Thence E - to the beginning Containing Sixty Acres more or less.

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YADKIN CO R.O.D.
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This Indenture made this the twelveth day of December in the year of our Lord one thousand Eight hundred and Seventy Seven between Nathan Crawfis and his wife Honor of the County of Yadkin and State of North Carolina of the one part and L L Crawfis of the County of Davie and State aforesaid of the other part witnesseth that the said Nathan Crawfis and wife For the Sum of Seventy Eight Dollars to them in hand paid by the said L L Crawfis before the Signing and Sealing of these presents the receipt whereof is hereby fully acknowledged by the said Nathan Crawfis and wife that they the said Nathan Crawfis and wife both this day bargained and sold and by these presents doth bargain and sell unto the said L L Crawfis a certain piece and parcel of land lying and being in the County of Yadkin on the waters of Shinguepin Creek Bounded as follows Beginy at a post oak in the County line D W Baily's corner runs East ninety rods to a persimmon in the County line thence North Eighty three rods to a persimon thence West Seventy two rods to post oak thence South Sixty Seven rods to the Beginning containing thirty Eight acres being the same more or less to have hold unto the said L L Crawfis his heirs or assigns the said tract of land with appertainances and all rights privileges and improvements in any wise belonging to the said Nathan Crawfis and wife or their heirs and the said Nathan Crawfis and wife for themselves their heirs Executors administrators or assigns doth covenant and agree to and with the said L L Crawfis that he the said L L Crawfis his heirs executors administrators or assigns shall and may forever hereafter peaceably and quietly have hold and occupy possess and enjoy the before mentioned land and premises without the hindrances or molestation of any person or persons whatsoever free and clear from all incumbrances and I the said Nathan Crawfis and wife doth warrant and forever defend the said land to the said L L Crawfis from all and all manner of claims of all persons whatsoever In witness whereof we Nathan Crawfis and wife have hereunto set our hands and seals the day and date first within written signed sealed and acknowledged in presence of

J. N. Crawfis

State of North Carolina
Yadkin County

Nathan Crawfis (Seal)
Honor her + Crawfis (Seal)
mark

I J. G. Reavis the undersigned Justice of the Peace do hereby certify that Nathan Crawfis and Honor Crawfis his wife Personally appeared before me this day and acknowledged the due execution of the foregoing deed of Conveyance and the said

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Honor Granfree being by me examined Separate and apart from her said Husband touching her Voluntarily execution of the same doth State that She signed the same freely and Voluntary without fear or compulsion of her said husband or any other person and that She still Voluntary agrees thereto Given under my hand and Seal this 9th day of March AD 1880

J. G. Ravis J.P.

State of North Carolina
Yadkin County } In Porbate Court May 3rd 1880

The foregoing Certificate of J G Ravis is adjudged to be Proved and in due form according to law let the same with the Certificate be registered

J W Vestal P.J.

This Indenture made this the 19th day of Feb 1880 Between Gracy Millard of the 1st Part and A.E. Shore of the 2nd part. party of the first part and A E Shore party of the Second part Witnesseth that the said A.E. Shore part 2nd of the part for and in Consideration of the sum of three hundred Dollars to the party of the first part in hand paid by the party of the Second part the receipt of which is hereby acknowledged has bargained sold and Conveyed and by these presents does bargain sell and Convey to the said A.E. Shore party of the Second part and his heirs all of land situated in the County of Yadkin in the State of N.C. adjoining the lands of Elkanah Millard A.E. Shore Ben Millard and others and bounded as follows Beginning at a Sourwood South 9 chains & 15 links to a white oak South 68" west 2 chains & 20 links to a oak corner 16 chains & 35 links to a White oak South 78" west 15 chains & 55 links to a red oak South 40" west 8 chains to a Black oak North 31" west 18 chains to a Stake B.N. Millard's Corner North 60" East 6 chains 50 links to a post oak North 10" west 7 chains & fifty links to a Stake below the Spring East 23 chains to a Stake South 5 chains to a Chestnut 21 and 20 links to the beginning containing 70 acres more or less. To have and to hold said tract of land to The said A E Shore party of the Second part and his heirs for the Consideration aforesaid the said Gracy Millard party of the first part does Covenant and agree to warrant and defend the title of said tract of land to the said A E Shore party of the Second part his heirs and assigns against the claims of all persons whatsoever. For the aforesaid Consideration the said Gracy Millard

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DAVIE CO. R.O.D.
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State of North Carolina } The execution of the foregoing Deed was this
Davie County } day duly proven before me A.T. Grant
Clerk of the Superior Court in and for the County aforesaid, by the
oath and examination of J.R. Williams the subscribing Witness
thereto. Let the same with this Certificate be registered.
This 28th day of Dec 1885
Registered Jan. 6th 1886 A.T. Grant C.S.C.

State of North Carolina } This Deed, Made this 18th day of February
Davie County } 1881, by David R. Rich and Sarah Rich
his wife of Davie County, and State of North Carolina to D.F.
Bassett of Davie County, and State of North Carolina, Witnesseth
That said David R. & Sarah Rich, in consideration of one
Hundred & Sixty three 70/100 Dollars, to them paid by D.F. Bassett the
receipt whereof is hereby acknowledged, have bargained and sold,
and by these presents do bargain, sell and convey to said D.F.
Bassett, and his heirs, a tract or parcel of land in Davie County,
State of North Carolina, adjoining the lands of D.R. & L.B. Hunt, D.R.
Richardson & others, bounded as follows, Viz, Beginning at a
Stone on the Davie & Yadkin line, thence East Eighteen chains
to a Stone, thence South Nine chains to a Stone thence West
Eighteen chains & 38 links to Stone on the East side of the Huntsville
& Mocksville Road, thence North Nine chains to the Beginning
Containing Sixty seven 67/100 acres (16.67/100)
To have and to hold the aforesaid tract of land with all privileges and
appurtenances there to belonging to the said D.F. Bassett and
his heirs and assigns, to his their only use and behoof.
And the said D.R. & Sarah Rich Covenant that they are seized of
said premises in fee, and has right to convey the same in fee
simple, that the same are free from all incumbrances and
that they will warrant and defend the said title to the same
against the claims of all persons whatsoever.
In Testimony whereof the said D.R. Rich & Sarah Rich
have hereunto set their hands and seals, the day and year
above written.

D.R. Rich (Seal)
Sarah Rich (Seal)

State of North Carolina } Be it remembered that on the 19
Davie County } day of February 1881 before me W.A. Stowe a Justice of the Peace for
said County, personally appeared D.R. Rich and Sarah
Rich the Grantors named in the foregoing Deed who
acknowledged the due execution thereof by them as their act

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DAVIE CO. R.O.D.
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And deed; And thereupon the said Sarah Robbins by me privately & apart from her said husband, touching her free consent to the execution of said Deed, she, on such her examination, declared that she executed the same freely, & her own will and accord, and without any fear or undue influence of her said husband, or any other person. And does still voluntarily assent thereto And hereby relinquish her right of dower in said lands. Witness my hand and private seal

A. T. Sessoms (Seal)

North Carolina } The foregoing Certificate of A. T. Sessoms a Justice of the
Davie County } Peace of Davie County, is adjudged to be in due form
and according to law, Therefore, let the same with this Certificate be registered
Witness my hand this 21st day of Dec 1885
Registered Jan 7th 1886

A. T. Grant C.C.C.

This Indenture Made this 26th day of May in the Year of our Lord one thousand
eight hundred & eighty between W. H. Phillips of the County of Davie and State of
North Carolina of the one part and Samuel Longworth of the County of
Davie and State of North Carolina of the other part. Witnesseth, That
the said party of the first part for and in Consideration of the sum of
Four Hundred Dollars to the said party of the first part in hand
paid, the receipt whereof is hereby acknowledged have sold and
conveyed to the said party of the second part all that tract or parcel
of land lying in the County of Davie and State of North Carolina
bounded as follows Beginning at a Pine and running South 86°
West 38½ Chains to a Chestnut, thence South 4° West along the line of Gaither
Sheppard 39 Chains to a Stone, thence South 87° East 39 Chains to a White
Oak, thence North 4½° East by estimation 39 Chains 78 links to a
Black Jack, corner of the Poor House Farm, thence to the 3 Chains 78 links
to the Beginning containing Four Hundred and Ten Acres
more or less Same and to hold the same with the hereditaments
tenements thereto belonging to the use of the said party of the second
part his heirs and assigns forever and the said party of the first part
for the consideration aforesaid do hereby covenant and agree to
warrant and defend the premises aforesaid to for as they are
covenanted and defended by W. H. Phillips Admr of Samuel
Longworth Dec'd said to further.
And Witness whereof the said party of the first part have hereunto
set his hand and seal the day and year above written

Witness }
C. M. Hall }

W. H. Phillips (Seal)

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STATE OF NORTH CAROLINA)
COUNTY OF DAVIE)

RESOLUTION ESTABLISHING THE LOCATION OF THE
DAVIE COUNTY AND YADKIN COUNTY BOUNDARY LINE

WHEREAS , only the North Carolina General Assembly can change a county line, pursuant to North Carolina General Statute 153A-17 and the boundaries of each county *shall remain as presently established,* until changed in accordance with law; and

WHEREAS , the North Carolina General Statute 153A-18 has been amended by Session Law 2017-170 to simplify the procedure for establishing uncertain or disputed boundary lines between counties; and

WHEREAS, on October 7, 2013 the Davie County Board of Commissioners requested by resolution that the North Carolina Geodetic Survey resurvey the uncertain Davie County/Yadkin County line pursuant to General Statute 153A-18(a); and,

WHEREAS, the North Carolina Geodetic Survey completed research and conducted a survey of the Davie County/Yadkin County line and presented to Davie County a Summary of Research Findings dated March 3, 2020 and Preliminary Plat dated August 17, 2020; and,

WHEREAS, the plat prepared by the North Carolina Geodetic Survey is the true definition of the location of the line between Davie County and Yadkin County as stipulated in North Carolina General Statute 153A-18(a).

NOW, THEREFORE, BE IT RESOLVED that the Davie County Board of Commissioners hereby accepts the plat prepared by the North Carolina Geodetic Survey to establish the exact boundary between Davie County and Yadkin County.

ADOPTED unanimously by vote of the Board of Commissioners, this the ___ day _____of, 2021.

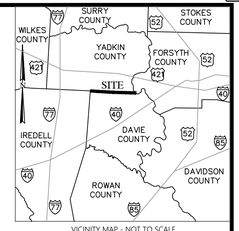
_____
Terry Renegar, Chairman
Davie County Board of Commissioners

ATTEST:

_____ [seal]
Stacy Moyer, Clerk to the Board

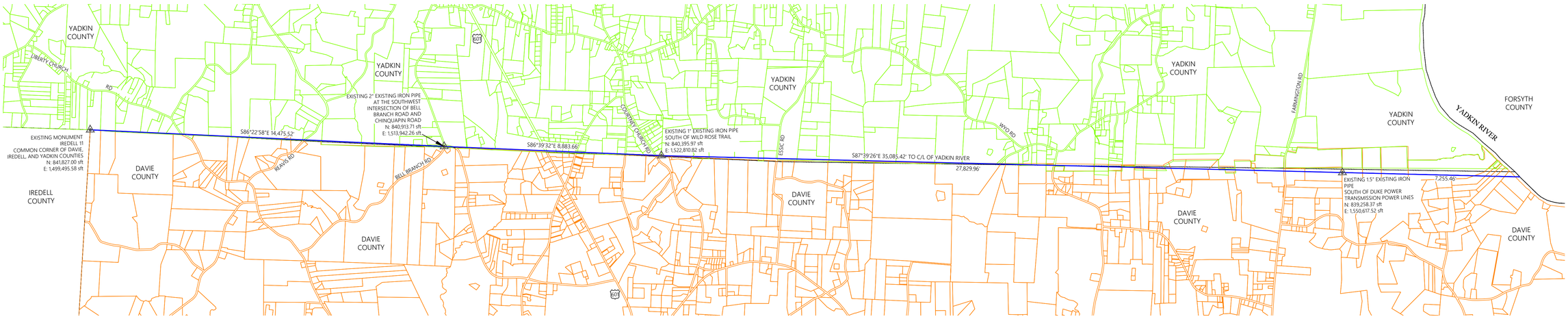
Attachment: Resolution Davie County Commissioners (Davie/Yadkin County Line Project)

PRELIMINARY MAP
NOT FOR RECORDATION, CONVEYANCES, OR SALES



VICINITY MAP - NOT TO SCALE

PER NC GRID DATUM 83(2011)



LEGEND

USGS COUNTY LINE	
COUNTY LINE PER FIELD SURVEY(NCGS)	
DAVIE COUNTY GIS PARCELS	
YADKIN COUNTY GIS PARCELS	
NCGS	NORTH CAROLINA GEODETIC SURVEY
sft	U.S. SURVEY FOOT

TOTAL LENGTH OF COUNTY LINE:
58,444.59 sft(11.1 MILES)

0 2000 4000 8000 Feet
1"=2000'

PRELIMINARY MAP
NOT FOR RECORDATION, CONVEYANCES, OR SALES

REVISION: COORDINATES FOR IREDELL 11 AND 1" EIP SOUTH OF WILD ROSE TRAIL UPDATED.

NORTH CAROLINA GEODETIC SURVEY
Department of Public Safety
Division of Emergency Management

CLAUDE BOWERS BUILDING, 4105 REEDY CREEK ROAD
RALEIGH, NORTH CAROLINA 27607 (919) 733-3836

PRELIMINARY PLAT OF RESURVEY OF

THE DAVIE AND YADKIN COUNTY LINE

STATE OF NORTH CAROLINA

DRAWN BY: DJF	CHECK BY: RRH
DATE: 03/03/2020, REV:8/17/2020	SCALE: 1"=2000'

SHEET 1 OF 1

Attachment: Davie-Yadkin Preliminary plat_V2 (Davie|Yadkin County Line Project)

FAQs - Frequently Asked Questions

1. Why is my property affected?
The original survey of the Davie/Yadkin County line incorporated trees, stones and fence posts, and many of those cannot now be located. To help prevent future issues related to property transactions and development along the county line, both counties decided to formally locate the line. In accordance with North Carolina General Statutes, Davie and Yadkin counties are now locating the 11-mile-long county line based on a survey recently conducted by the North Carolina Geodetic Survey (NCGS). More information about the NCGS County and State Mapping Program can be found by following this link: https://ncgs.state.nc.us/pages/County-and-State-Boundaries.htm . To ensure the correct county jurisdiction, properties will be recorded and assessed for property tax purposes according to the newly established line. This initiative is not a boundary dispute between the two Counties, but instead is a plan to prevent possible confusion or delays when residents and taxpayers need to conduct county business in the future.

2. Why, if applicable, is the property tax assessment of my property being split between Davie and Yadkin counties?
As of July 1, 2020 there are 89 properties which are crossed by the Davie/Yadkin County line that are assessed for property tax in either Davie or Yadkin County. North Carolina General Statute 105-301 requires that all taxable real property be listed in the county in which it is situated. Therefore, any property straddling the Davie/Yadkin County line will be split assessed. The portion in Davie County will be assessed in Davie County; the portion in Yadkin County will be assessed in Yadkin County. Any change to a property tax assessment will be effective in the 2022 tax year.

3. How will my school-age children be affected? Will they have to change schools?
Assignment to a school system is based on the county where your house is assessed for property tax. If the property tax assessment of your house changes counties, then the school system assignment of your child(ren) also changes. As of July 1, 2020, there are no homes affected by the new mapped line between Davie County and Yadkin County which would cause a school reassignment. Questions on school assignment can be directed to:
Yadkin County School System (336) 551-1100 https://www.yadkin.k12.nc.us or
Davie County Schools (336) 751-5921 https://www.godavie.org

4. How will my property taxes be affected?
As a result of Davie County and Yadkin County being on different revaluation cycles, the assessed valuation of your property may change, as will your tax rate. The property tax rate in Yadkin County is currently $0.66 per one hundred dollars of value. The property tax rate in Davie County is currently $0.738 per one hundred dollars of value.

5. How will public records show the location of my property (or a portion of my property) has moved a different county?

A plat map depicting the county boundary line will be recorded in the Register of Deeds Office of each county. A document will also be recorded which references the map and provides ownership designation, tax parcel number, and other identifying information for each parcel. This will enable any person who undertakes a title search of the public records

https://www.daviecountync.gov/1088/DavieYadkin-County-Line
https://www.yadkincountync.gov/206/Tax-Assessor-Collector

to learn that your parcel or a portion of it has been transferred to or from the other county. No action is required by you and there is no cost to you.

https://www.daviecountync.gov/1088/DavieYadkin-County-Line
https://www.yadkincountync.gov/206/Tax-Assessor-Collector

6. How will this change affect my voter registration?
The Davie County and Yadkin County Boards of Elections will work together to identify and notify any registered voters whose voter registrations may be affected by this process. Pursuant to North Carolina General Statute 163-82.15A, any affected voter registrations will be changed accordingly.

7. Will this process change zoning regulations affecting my property? What can I expect of the zoning process?
Your property will be rezoned consistent with the zoning classification which would have applied if your property has already been located in the other county. A large scale zoning process will be used to rezone all affected properties. The process includes a report to the Planning Board and and legislative action by the Board of County Commissioners. Zoning is a formal process that involves many steps, including public hearings, notification to adjoining property owners, publication of the request in the newspaper and signs posted to indicate the date, time and place of any public hearing.

8. Will this process change my house number or street address?
Any house which is affected by this process will receive a new address according to the addressing system of the county where the house is located. As of July 1, 2020, there are no homes affected by the new mapped line between Davie County and Yadkin County which would cause an address change.

9. Will public safety officials (fire, police, EMS) be notified of these changes to ensure no interruptions in service to my property?
Once the Davie County and Yadkin County Boards of Commissioners approve the location of the line, County staff will work closely with Davie County 911 Communications and Yadkin County 911 Communications to ensure that each affected address is entered into the correct 911 database. Once this is completed, calls for emergency assistance will be routed to the appropriate agency. You will continue to dial 911 in case of an emergency. As of July 1, 2020, there are no homes affected by the new mapped line between Davie County and Yadkin County which would cause an address change or have any affect to emergency services.

10. What should I do if I am selling or planning to sell my property during this transition period?
You must share this information with the prospective buyer. North Carolina General Statute 47E-4(b)(5) requires that the prospective buyer be advised of any notice received by governmental agencies affecting the property.

11. When will the changes in my property become effective?
The Davie and Yadkin County Boards of Commissioners will take action on the affected properties at their respective Board meetings in May 2021.

12. Where can I view maps showing my property?
Maps of the properties affected by the location of the line may be viewed online at https://www.daviecountync.gov/322/GIS. You may also contact the Yadkin County Tax Office located at 101 S. State Street Yadkinville, NC 27055 by calling 336-849-7903; or The Davie County Tax Office located at 123 South Main Street, Mocksville, NC 27028, 336-753-6120.

https://www.daviecountync.gov/1088/DavieYadkin-County-Line
https://www.yadkincountync.gov/206/Tax-Assessor-Collector

13.How can I be heard concerning any proposed change affecting my property?
On March 30, 2021 between 6:00 and 8:00 pm, staff from both counties will be available for property owners to ask questions about the changes and make comments. The information session will be held at Yadkin County Agricultural and Educational Building, 2051 Agricultural Way, Yadkinville, NC 27055 . Feel free to drop by anytime between 6:00 and 8:00 pm to learn more or ask questions.

The Davie and Yadkin County Board of Commissioners will take action on this issue at their respective Board meetings on in May 2021.

14.Where can I request additional information?
Information is available online at https://www.daviecountync.gov/1088/DavieYadkin-County-Line or https://www.yadkincountync.gov/ . You may also call Yadkin County at 336-849-7903 or Davie County at 336-753-6040.

North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

MEMORANDUM

To: County Officials

From: Ronald Harding, PLS
State and County Boundary Surveyor

Subject: How to formally request NCGS to resurvey an ambiguous/uncertain county boundary section

Date: February 19, 2019

The North Carolina Geodetic Survey ("NCGS") has been designated and funded by the North Carolina General Assembly to assist with the resurvey of ambiguous or uncertain county boundaries as per General Statute (GS) 153A-18a:
www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_153A/GS_153A-18.html

§ 153A-18a. Uncertain or disputed boundary.
(a) If two or more counties are uncertain as to the exact location of the boundary between them, they may cause the boundary to be surveyed, marked, and mapped. The counties may appoint special commissioners to supervise the surveying, marking, and mapping. A commissioner so appointed or a person surveying or marking the boundary may enter upon private property to view and survey the boundary or to erect boundary markers.

Note: NCGS would conduct this survey work only upon the formal request of the counties adjoining each uncertain county line and would do so at no cost to the affected counties.

If adjoining counties have an ambiguous or uncertain county boundary section(s), the Board of County Commissioners of the affected counties may formally request the NCGS County Boundary Program to resurvey the ambiguous or uncertain county boundary section(s) by:

1. Passing a resolution recognizing that the county line is uncertain or ambiguous
2. Appointing one or more special commissioners or designating a contact agent to assist NCGS
3. Submitting a written request to NCGS for the section(s) to be resurveyed and including the following:
   - The county document issued for item #1
   - The contact agent(s) or special commissioner(s) selected for item #2

Note: Each Board of County Commissioners may appoint a special commissioner or designate a county employee to be the contact agent who would assist NCGS by providing county records (e.g. deeds, maps, and other archived information).

MAILING ADDRESS:
4298 Mail Service Center
Raleigh NC 27699-4298
www.ncfloodmaps.com

OFFICE LOCATION:
4105 Reedy Creek Rd.
Raleigh, NC 27607
Telephone: (919) 733-3836
Fax: (919) 733-4407

An Equal Opportunity Employer

Attachment: Procedure on requesting NCGS 2019 (Davie/Yadkin County Line Project)

Throughout each county line resurvey project, NCGS and the respective affected counties would work in partnership to produce a product that would supply the needs of each county as well as meet the requirements of GS 153A-18a. Furthermore, the County Manager and the Board of County Commissioners of each affected county need to be informed of the project's progress.

After the resurvey project has been completed, the Board of County Commissioners of each affected county would review the plat. Upon agreeing on the location of the county line, the Commissioners must pass a resolution that the plat is the true definition of the line's location as further stipulated in GS 153A-18(a).

> **§ 153A-18a. Uncertain or disputed boundary.**
> *….Upon ratification of the survey by the board of commissioners of each county, a map showing the surveyed boundary shall be recorded in the office of the register of deeds of each county in the manner provided by law for the recordation of maps or plats and in the Secretary of State's office. The map shall contain a reference to the date of each resolution of ratification and to the page in the minutes of each board of commissioners where the resolution may be found. Upon recordation, the map is conclusive as to the location of the boundary. Upon reestablishing all, or some portion, of a county boundary, and if after the NCGS submits the results of the survey to the requesting counties, and the requesting counties have not ratified the reestablished boundary within one year of receiving the (map) survey plat denoting the location of the reestablished boundary, the survey plat will become conclusive as to the location of the boundary and will be recorded in the Register of Deeds in each affected county and in the Secretary of State's office. The Chief of the NCGS (State Surveyor) will notify each affected party in writing of the action taken.*

Upon meeting all parts of GS 153A-18(a), the plat would become a legal document defining the county line location and then NCGS would:

- Prepare all the necessary plats and Mylar drawings
- Record the resurvey with the North Carolina Department of the Secretary of State
- Supply each affected county with the Mylar drawings for recordation

Changing the location of an existing county boundary

In contrast to General Statute 153A-18(a) that governs uncertain or ambiguous boundary sections, G.S. §153A-17 governs changes in existing county boundaries:
www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_153A/GS_153A-17.html

> **G.S. §153A-17. Existing boundaries.**
> *The boundaries of each county shall remain as presently established, until changed in accordance with law. (1973, c. 822, s. 1.)*

Therefore, if the affected counties elect to have a new line surveyed and to change the county line from its original location (as defined by law), then that change would need to be ratified by the North Carolina General Assembly.

Ronald Harding, PLS (L-3475)
State and County Boundary Surveyor
Direct line: 919-948-7836 / Main office: 919-733-3836
Fax: 919-733-4407
Email: ron.harding@ncdps.gov

Attachment: Procedure on requesting NCGS 2019 (Davie/Yadkin County Line Project)

§ 153A-18. Uncertain or disputed boundary.

(a) If two or more counties are uncertain as to the exact location of the boundary between them, the North Carolina Geodetic Survey (NCGS), on a cooperative basis, shall assist counties in defining and monumenting the location of the uncertain or disputed boundary as established in accordance with law. Upon receiving written request from all counties adjacent to the uncertain or disputed boundary, the NCGS may cause the boundary to be surveyed, marked, and mapped. The counties may appoint special commissioners to supervise the surveying, marking, and mapping. A commissioner so appointed or a person surveying or marking the boundary may enter upon private property to view and survey the boundary or to erect boundary markers. Upon ratification of the survey by the board of commissioners of each county, a map showing the surveyed boundary shall be recorded in the office of the register of deeds of each county in the manner provided by law for the recordation of maps or plats and in the Secretary of State's office. The map shall contain a reference to the date of each resolution of ratification and to the page in the minutes of each board of commissioners where the resolution may be found. Upon recordation, the map is conclusive as to the location of the boundary. Upon reestablishing all, or some portion, of a county boundary, and if after the NCGS submits the results of the survey to the requesting counties, and the requesting counties have not ratified the reestablished boundary within one year of receiving the (map) survey plat denoting the location of the reestablished boundary, the survey plat will become conclusive as to the location of the boundary and will be recorded in the Register of Deeds in each affected county and in the Secretary of State's office. The Chief of the NCGS (State Surveyor) will notify each affected party in writing of the action taken. As used in this subsection, an "affected party" means both (i) the governing body of a county that the reestablished boundary denotes the extent of its jurisdiction and (ii) a property owner whose real property has been placed in whole or in part in another county due to the reestablished boundary.

(b) If two or more counties dispute the exact location of the boundary between them, and the dispute cannot be resolved pursuant to subsection (a) of this section, any of the counties may apply to a superior court judge who has jurisdiction pursuant to G.S. 7A-47.1 or 7A-48 in any of the districts or sets of districts as defined in G.S. 7A-41.1 in which any of the counties is located for appointment of a boundary commission. The application shall identify the disputed boundary and ask that a boundary commission be appointed. Upon receiving the application, the court shall set a date for a hearing on whether to appoint the commission. The court shall cause notice of the hearing to be served on the other county or counties. If, after the hearing, the court finds that the location of the boundary is disputed, it shall appoint a boundary commission.

The commission shall consist of one resident of each disputing county and a resident of some other county. The court may appoint one or more surveyors to assist the commission. The commission shall locate, survey, and map and may mark the disputed boundary. To do so it may take evidence and hear testimony, and any commissioner and any person surveying or marking the boundary may enter upon private property to view and survey the boundary or to erect boundary markers. Within 45 days after the day it is appointed, unless this time is extended by the court, the commission shall make its report (which shall include a map of the surveyed boundary) to the court. To be sufficient, the report must be concurred in by a majority of the commissioners. If the court is satisfied that the commissioners have made no error of law, it shall ratify the report, after which the map shall be recorded in the office of the register of deeds of each county in the manner provided by law for the recordation of maps or plats and in the Secretary of State's office. Upon recordation, the map is conclusive as to the location of the boundary.

Attachment: NC GS153A-18 (Davie/Yadkin County Line Project)

The disputing counties shall divide equally the costs of locating, surveying, marking, and mapping the boundary, unless the court finds that an equal division of the costs would be unjust. In that case the court may determine the division of costs.

(c) Two or more counties may establish the boundary between them pursuant to subsection (a) of this section. Those boundaries are defined by natural monuments such as rivers, streams, and ridgelines. The use of base maps prepared from orthophotography may be used if said natural monuments are visible, which base maps show the monuments of the National Geodetic Survey and North Carolina Coordinate System established pursuant to Chapter 102 of the General Statutes. The orthophotography shall be prepared in compliance with the State's adopted orthophotography standard. Upon ratification of the location of the boundary determined from orthophotography by the board of commissioners of each county, the map showing the boundary and the monuments of the National Geodetic Survey and North Carolina Coordinate System shall be recorded in the Office of the Register of Deeds of each county and in the Secretary of State's office. The map shall contain a reference to the date of each resolution of ratification and to the page in the minutes of each board of commissioners where the resolution may be found. Upon recordation, the map is conclusive as to the location of the boundary. (1836, c. 3; R.C., c. 27; Code, s. 721; Rev., s. 1322; C.S., s. 1299; 1925, c. 251; 1973, c. 822, s. 1; 1987 (Reg. Sess., 1988), c. 1037, s. 121; 1997-299, s. 1; 2017-170, s. 2.)

Attachment: NC GS153A-18 (Davie/Yadkin County Line Project)

STATE OF NORTH CAROLINA)
COUNTY OF DAVIE)

RESOLUTION TO REQUEST A NORTH CAROLINA GEODETIC SURVEY OF BOUNDARY LINES BETWEEN DAVIE COUNTY AND YADKIN COUNTY

WHEREAS, there are various ambiguities as to the exact boundary line between Davie County, North Carolina and Yadkin County, North Carolina; and,

WHEREAS, the North Carolina Department of Environment and Natural Resources, Division of Land Resources currently has a program called the North Carolina Geodetic Survey (NCGS) designated and funded by the North Carolina General Assembly to assist with the resurvey of ambiguous or uncertain county boundaries as per General Statute 153A-18a.

WHEREAS, due to the uncertainty of the boundary between Davie County and Yadkin County, the County of Davie desires to establish a boundary certain between said counties.

NOW, THEREFORE, BE IT RESOLVED that the Davie County Board of Commissioners hereby resolve to use the North Carolina Geodetic Survey program to establish the exact boundary between Davie County and Yadkin County and further appoints as their contract agent from Davie County, John Gallimore, to be the contact between Davie County, Yadkin County and the North Carolina Geodetic Survey program to request this survey and to assist NCGS by providing county records and other assistance as needed to accomplish the above.

ADOPTED unanimously by vote of the Board of Commissioners, this the 7th day of October, 2013.

Robert Wisecarver

Robert Wisecarver, Chairman
Davie County Board of Commissioners

ATTEST:

Brenda B. Hunter

Brenda Hunter, Clerk to the Board

[seal]

Attachment: Davie County Resolution Oct 7, 2013 (Davie/Yadkin County Line Project)

MINUTES
DAVIE COUNTY BOARD OF COMMISSIONERS
MONDAY, OCTOBER 7, 2013

The Davie County Board of Commissioners met in regular session at 6:00 p.m., Monday, October 6, 2013 in the Commissioner's Room, Davie County Administration Building, 123 South Main Street, Mocksville, NC.

Commissioners Present:
Robert Wisecarver, Chairman
Mark S. Jones, Vice-Chairman
Carl Humphrey
Richard B. Poindexter
Terry Renegar

Commissioners Absent:
None

Others Present:
Beth M. Dirks, County Manager
James J. Stockert, Deputy County Manager
E. Edward Vogler, Jr., County Attorney
Robin M. West, Finance Director
Brenda B. Hunter, Clerk to the Board

Chairman Wisecarver called the meeting to order.

Reverend James Clement, Pastor of Fairfield Baptist Church and President of the Davie County the NAACP, offered the invocation. Reverend Clement has been a pastor for 29 years, having served the last nine years as the pastor at Fairfield Baptist Church.

Mr. Dustin Frye, a member of the Cornatzer-Dulin Volunteer Fire Department, led in the Pledge of Allegiance. Mr. Frye is a five year veteran of the Cornatzer-Dulin VFD.

Adopt Agenda:
Commissioner Renegar made a motion to adopt the agenda as presented. Commissioner Humphrey seconded the motion. The motion carried 4to 1. (Commissioner Poindexter did not vote)

Proclamation in Recognition of National 4-H Week - October 6-12, 2013:
Commissioner Poindexter made a motion to adopt a proclamation recognizing the week of October 6-12, 2013 as "National 4-H Week" as per proclamation incorporated as part of the minutes. Commissioner Jones seconded the motion. The motion carried 5 to 0.

Attachment A

Public Hearing - Rural Operating Assistance Program (ROAP) for FY 2014:
Mr. Jeff Cockerham, Transportation Director, Yadkin Valley Economic Development District, presented information on the FY 2014 Rural Operating Assistance Program (ROAP).

Attachment: Board of Commissioners Minutes Oct 7, 2013 (Davie/Yadkin County Line Project)

The Rural Operating Assistance Program (ROAP) is a state funded public transportation grant program administered by the North Carolina Department of Transportation Public Transportation Division.

Davie County is eligible to receive the following ROAP funds for FY 2014:

- Elderly and Disabled Transportation Assistance (EDTAP) - $61,183
- Employment Transportation Assistance Program (EMPL) - $12,543
- Rural General Public (RGP) - $76,201

Ms. Beth M. Dirks, County Manager, opened the public hearing and asked if there was anyone present who wished to speak in favor of, in opposition to, or who would like additional information regarding the Rural Operating Assistance Program application.

Voluntary Title VI Public Involvement forms were made available to the citizens attending the public hearing.

Mr. Fred Voreh, 124 New Hampshire Court, Mocksville, spoke in favor of submitting the ROAP application for FY 2014. He stated that he has witnessed how these funds provide transportation services for seniors participating in the programs at the Davie County Senior Center.

There being no one else present who wished to comment, Ms. Dirks closed the public hearing.

Authorization for YVEDDI to Apply for FY 2014 Rural Operating Assistance Program Funds and Assist in the Management of the Program: Commissioner Jones made a motion to approve the application for the Rural Operating Assistance Program (ROAP) for 2014 as presented. Commissioner Poindexter seconded the motion. The motion carried 5-0.

Attachment B

Presentation on CenterPoint Human Services Local Business Plan for FY 2014-2016: Ms. Ronda Outlaw, CAO, CenterPoint Human Services, reviewed the Local Business Plan for FY 2014 - 2016. She explained that this is a three-year strategic plan that is required by NCGS and contains both short-term and long-range goals. Ms. Outlaw briefly explained the 12 goals which support both state and local initiatives. She discussed the process for developing and implementing the Local Business Plan.

Commissioner Renegar made a motion to approve the CenterPoint Human Services' Local Business Plan for FY 2014-2016 as submitted and as incorporated as part of the minutes. Commissioner Jones seconded the motion. The motion carried 5 to 0.

Attachment C

Update from the Davie County Aging Services Planning Committee: Mr. Fred Voreh, Chairman of the Davie County Aging Services Planning Committee, and Ms. Allison Brown, Aging Program

Attachment: Board of Commissioners Minutes Oct 7, 2013 (Davie/Yadkin County Line Project)

Planner with the Piedmont Triad Regional Council Area Agency on Aging, presented an update on the activities of the Davie County Aging Services Planning Committee, discussed funding cuts and what services are being impacted and presented the most recent demographics related to the aging population. The 60+ population is currently the fastest growing age group.

Mr. Voreh and Ms. Brown expressed appreciation to the Board of Commissioners for their support and stated that the Aging Services Planning Committee will continue to advocate for the elderly in Davie County. The committee meets on the 2nd Thursday of most months at 11:00 a.m. in the Training Room at EMS Station 1.

Presentation on the New "i Shop Davie "Campaign: Ms. Carolyn McManamy, President, Davie County Chamber of Commerce, stated that the "i Shop Davie" campaign is focused on supporting the entire business community and encourages residents to purchase goods and services locally. When residents shop locally, they help to grow and maintain jobs within the county and increase tax revenues. In turn, the local businesses donate back to the community. The Chamber of Commerce is working to raise awareness as to what is available locally and will be sponsoring "i Shop Davie Days" on November 29 - December 1, 2013. Ms. McManamy asked the Board of Commissioners to consider adopting a proclamation or resolution in support of this endeavor.

A video promoting the "i Shop Davie" campaign was unveiled. Various forms of social media are also being used to promote the campaign.

Resolution to Request a North Carolina Geodetic Survey of Boundary Lines Between Davie County and Yadkin County - The NC Department of Environment and Natural Resources, Division of Land Resources has a program called the NC Geodetic Survey (NCGS) designated and funded by the NC General Assembly to assist with the resurveying of ambiguous or uncertain county boundaries. There would be no cost to the County for the survey. Once the survey is completed, both boards will be required to approve the agreed upon survey which will be recorded. The process will take approximately three years to complete.

Commissioner Poindexter made a motion to adopt a Resolution to Request a North Carolina Geodetic Survey of Boundary Lines Between Davie County and Yadkin County as per resolution incorporated as part of the minutes. Commissioner Humphrey seconded the motion. The motion carried 5 to 0.

Attachment D

Public Comment Period:
There were no public comments.

Consent Agenda: Chairman Wisecarver presented the following items on the consent agenda:
A. Approval of the Minutes - To approve the minutes of the September 3, 2013 meeting.

Attachment: Board of Commissioners Minutes Oct 7, 2013 (Davie/Yadkin County Line Project)

B. Tax Reports, Releases and Refunds - To approve the tax releases and refunds for the period of August 15, 2013 through September 14, 2013 as incorporated as part of the minutes.

Attachment E

C. Records Retention Schedule Amendments - To approve the amendments to the County Management, Register of Deeds and Tax Administration Records Retention Schedules as recommended by the NC Department of Cultural Resources, Government Records Section.

D. Publicities Utilities - Purchase Order Request - To approve a purchase order for Public Utilities to Fortiline Waterworks in the amount of $348,960. (This is part of the Automatic Meter Reading (AMR) project that was initiated in 2008.)

E. Appointments

1. **Davie County Board of Health -** To approve the appointment of Dr. Clio Austin to serve as the physician member and Mr. Joe Boyette to serve as a community member on the Davie County Board of Health.
2. **Davie County Nursing-Adult Care Homes Community Advisory Committee** - To approve the appointment of Ms. Karen Smith to serve as a member of the Davie County Nursing-Adult Care Homes CAC.
3. **Surry County Housing Consortium -** To approve the appointment of Ms. Tracie Murphy to serve as an alternate member on the Surry County Housing Consortium.

F. Resolution Authorizing Sale of Surplus Property - To approve a resolution authorizing the sale of surplus personal property on Friday, October 25, 2013 from 9:00 a.m. until 12:00 noon at the Solid Waste Facility on Dalton Road as per resolution incorporated as part of the minutes.

Attachment F

G. Resolution With the Municipal Insurance Trust of North Carolina for Interlocal Agreement for a Group Self-Insurance Pool for Benefit Risk Sharing - To approve a resolution with the Municipal Insurance Trust of North Carolina as per resolution incorporated as part of the minutes.

Attachment G

H. Equipment Deletions

1. **Sheriff's Office -** To approve the deletion of various equipment from the county's fixed asset inventory as per list of equipment incorporated as part of the minutes and authorize disposal by appropriate method as per NCGS..

Attachment H

2. **Public Buildings** - To approve the deletion of a 1980 Ford Backhoe (Asset Tag No. 1839) from the county's fixed asset inventory and authorize backhoe to be traded for another piece of equipment.

Attachment: Board of Commissioners Minutes Oct 7, 2013 (Davie/Yadkin County Line Project)

I. **Budget Amendments/Transfers** - To approve Budget Amendments No. 35, No. 36, and No. 37 as incorporated as part of the minutes.

Commissioner Jones made a motion to approved the items on the consent agenda as submitted. Commissioner Poindexter seconded the motion. The motion carried 5 to 0.

County Manager's Report:

Davie Domestic Violence Services/Rape Crisis Center will hold an Open House on Thursday, October 10, 2013 from 11:30 a.m. until 1:30 p.m. in observance of National Domestic Violence Awareness Month.

Upcoming School Bond Vote - At the November 4, 2013 meeting the Board of Commissioners will consider the hiring of bond counsel and other documents related to the upcoming May 2014 bond referendum for a new replacement high school.

Appreciation for Bonus and Pay Increase – Ms. Dirks thanked the Board for reinvesting the savings realized from the lower rates for the health insurance renewal. She stated that the employees are very appreciative of the $500 one-time bonus and 1% cost of living adjustment approved by the Board at the September 3, 2013 meeting.

Old Business:

None

New Business:

A. **Proposal from the Piedmont Triad Regional Council for a Pay and Classification Study and a Review of Benefits -** Proposals were solicited to provide services for a pay and classification study and review of benefits. The Piedmont Triad Regional Council submitted the most cost-effective proposal for a fee of $28,000. The last pay and classification study was conducted in 2004.

Commissioner Renegar made a motion to accept the proposal from the Piedmont Triad Regional Council (PTRC) to provide profession services for a pay and classification study and a review of benefits for a fee of $28,000 as per agreement incorporated as part of the minutes. Commissioner Jones seconded the motion. The motion carried 5 to 0.

Attachment I

North Carolina Association of County Commissioners Video: A video provided by the North Carolina Association of County Commissioners was shown. The video included an introduction from NCACC President Ray Jeffers who explained how the NCACC advocates for all 100 counties and discussed how commissioners can participate on Steering Committees.

Chairman Wisecarver discussed the importance of the NCACC and encouraged the Commissioners to volunteer to serve as a member of the Steering Committees.

Attachment: Board of Commissioners Minutes Oct 7, 2013 (Davie/Yadkin County Line Project)

Commissioners' Comments:
The Commissioners expressed appreciation to those attending the meeting and offered closing remarks.

Adjournment:
Commissioner Humphrey made a motion to adjourn the meeting at 7:35 p.m. Commissioner Renegar seconded the motion. The motion carried 5 to 0.

Brenda B. Hunter, Clerk to the Board
Board of Commissioners

Robert Wisecarver, Chairman
Board of Commissioners

Attachment: Board of Commissioners Minutes Oct 7, 2013 (Davie/Yadkin County Line Project)

STATE OF NORTH CAROLINA)
COUNTY OF DAVIE)

RESOLUTION TO REQUEST A NORTH CAROLINA GEODETIC SURVEY OF BOUNDARY LINES BETWEEN DAVIE COUNTY AND YADKIN COUNTY

WHEREAS, there are various ambiguities as to the exact boundary line between Davie County, North Carolina and Yadkin County, North Carolina; and,

WHEREAS, the North Carolina Department of Environment and Natural Resources, Division of Land Resources currently has a program called the North Carolina Geodetic Survey (NCGS) designated and funded by the North Carolina General Assembly to assist with the resurvey of ambiguous or uncertain county boundaries as per General Statute 153A-18a.

WHEREAS, due to the uncertainty of the boundary between Davie County and Yadkin County, the County of Davie desires to establish a boundary certain between said counties.

NOW, THEREFORE, BE IT RESOLVED that the Davie County Board of Commissioners hereby resolve to use the North Carolina Geodetic Survey program to establish the exact boundary between Davie County and Yadkin County and further appoints as their contract agent from Davie County, John Gallimore, to be the contact between Davie County, Yadkin County and the North Carolina Geodetic Survey program to request this survey and to assist NCGS by providing county records and other assistance as needed to accomplish the above.

ADOPTED unanimously by vote of the Board of Commissioners, this the 7th day of October, 2013.

Robert Wisecarver

Robert Wisecarver, Chairman
Davie County Board of Commissioners

ATTEST:

Brenda B. Hunter

Brenda Hunter, Clerk to the Board

[seal]

Attachment: Board of Commissioners Minutes Oct 7, 2013 (Davie/Yadkin County Line Project)

STATE OF NORTH CAROLINA)
COUNTY OF YADKIN)

RESOLUTION TO REQUEST A NORTH CAROLINA GEODETIC SURVEY OF BOUNDARY LINES BETWEEN DAVIE COUNTY AND YADKIN COUNTY

WHEREAS, there are various ambiguities as to the exact boundary line between Davie County, North Carolina and Yadkin County, North Carolina; and

WHEREAS, the North Carolina Department of Environment and Natural Resources, Divison of Land Resources currently has a program called the North Carolina Geodetic Survey (NCGS) designated and funded by the North Carolina General Assembly to assist with the resurvey of ambiguous or uncertain county boundaries as per General Statute 153A-18a.

WHEREAS, due to the uncertainty of the boundary between Davie County and Yadkin County, the counties desire to establish an exact boundary.

NOW, THEREFORE, BE IT RESOLVED that the Yadkin County Board of Commissioners hereby resolves to use the North Carolina Geodetic Survey program to establish the exact boundary between Davie County and Yadkin County.

Adopted this 21st day of October, 2013.

(SEAL)

Kevin Austin, Chairman

Tanya Henley

Attest

Attachment: Yadkin County Resolution Oct. 21, 2013 (Davie/Yadkin County Line Project)

DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: May 3, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:
Proclamation - Older Americans Month

BACKGROUND/PURPOSE OF REQUEST: May is Older American's Month. The theme this year is Communities of Strength. Proclamation is attached.

FISCAL IMPACT: n/a

COUNTY MANAGERS; RECOMMENDATION:
<County Manager Comments Here>

ATTACHMENTS:
Proclamation_Older_Americans_Month

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

Older Americans Month 2021
A Proclamation

Whereas, Davie County includes a growing number of older Americans who have built resilience and strength over their lives through successes and difficulties; and

Whereas, Davie County benefits when people of all ages, abilities, and backgrounds are included and encouraged to share their successes and stories of resilience; and

Whereas, Davie County recognizes our need to nurture ourselves, reinforce our strength, and continue to thrive in times of both joy and difficulty; and

Whereas, Davie County can foster communities of strength by:
creating opportunities to share stories and learn from each other;
engaging older adults through education, recreation, and service; and
encouraging people of all ages to celebrate connections and resilience.

Now, therefore, we the Davie County Commissioners do hereby proclaim May, 2021, to be Older Americans Month. We urge every resident to recognize older adults and the people who support them as essential contributors to the strength of our community.

Dated this 3rd day of May, 2021

Terry N Renegar
Chair, Davie County Board of Commissioners

Attachment: Proclamation_Older_Americans_Month (Proclamation-Older Americans Month)

DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: May 3, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:
Foster Care Reinvestment Agreement

BACKGROUND/PURPOSE OF REQUEST:

This item was presented at the April 5, 2021 Board of Commissioners Meeting.

Cardinal Innovations Healthcare is a local management entity-managed care organization (LME-MCO) that focuses on mental and behavioral health services. It works with 20 North Carolina counties, including Davie County.

Last fall, Cardinal prepared a plan of action after some counties expressed concern about the provision of services and communicated a desire to cut ties to the organization. Davie County staff continues to have ongoing dialogue with Cardinal Innovations, its plan of action, and issues / progress in service delivery.

Additionally last fall, Cardinal proposed a “Foster Care Investment Agreement” to each of the counties in its catchment area. Under this agreement, Cardinal would pay the county a per-member, per-month ("PMPM") rate for each child in the custody of the County for whom Cardinal received Foster Children capitation payments from NCDHHS during the previous month. Counties can use these funds to cover non-Medicaid items, like preliminary or transitional care, or social determinants of health like food, transportation, shelter and more. Some counties (Orange and Rowan) have signed the agreement.

Davie County staff has shared questions and concerns about the foster care agreement and discussed these items with Cardinal staff on April 1st. Staff received a revised agreement from Cardinal on April 2nd (attached). Staff finds this agreement to be acceptable.

The estimated FY21 and FY22 funds Davie County is expected to receive through the Foster Care Investment Agreement is as follows:

FY21	Monthly $25,800	Annual	$309,600
FY22	Monthly $17,200	Annual	$206,400
	Total investment		$516,000 over two fiscal years

If executed, the first payment under this agreement would take place in the month following the effective date of this agreement. PMPM payments would be applied retroactively back to July 2020. Cardinal would be able to provide a more firm distribution amount for the current year, once the agreement is executed.

This is an additional funding source designed to supplement funding Davie County already receives. The goal of this funding is to bridge a gap in supporting children when they come into custody/disrupt placements.

It also is separate and apart from the Medicaid services that members in the custody of Davie County DSS receive - if it’s a Medicaid funded service (whether on the physical healthcare side or authorized by Cardinal), Medicaid will continue to pay for those, as it does now.

Approval of this agreement would not prevent Davie County from proceeding with disengagement from Cardinal, if it chooses.

FISCAL IMPACT: $516,000 over two fiscal years

COUNTY MANAGERS; RECOMMENDATION:
<County Manager Comments Here>

ATTACHMENTS:
Revised Agreement between Cardinal - Davie County to support Foster Care Children - 21.04.02 - FINAL

Attachment: Revised Agreement between Cardinal - Davie County to support Foster Care Children - 21.04.02 - FINAL (Foster Care

FOSTER CHILD REINVESTMENT AGREEMENT

This Child Welfare Reinvestment Agreement ("Agreement") is entered into between Cardinal Innovations Healthcare Solutions ("Cardinal"), with a principle place of business at 10150 Mallard Creek Rd., Suite 400, Charlotte, NC 28262, and Davie County (the "County"), with a principle place of business at 123 South Main Street, Mocksville, NC 27028. Collectively, Cardinal and the County may be referred to as the "Parties". This Agreement is effective as of the Effective Date.

RECITALS

WHEREAS, Cardinal is a Local Management Entity-Managed Care Organization ("LME/MCO") providing oversight, coordination, and management of mental health, intellectual/developmental disability, and substance use disorder services for twenty counties in North Carolina. Cardinal is responsible for identifying, locating, and authorizing treatment services that it determines to be medically necessary for its members.

WHEREAS, the County is one of the counties in Cardinal's catchment area, and through its Department of Social Services, provides protective services for children who have been suspected to be abused, neglected, or abandoned. The County is responsible for temporary placement if the child comes into care (whether family, foster home, relative, adoption, or specified persons) for children in its custody, and providing placement in the least restrictive environment, ensuring a plan is in place to promote permanency and the stay in Foster Care is as short as possible.

WHEREAS, Both Cardinal and the County serve an overlapping population of children, and both are committed to ensuring and understanding behavioral, physical, and emotional needs of the children are met.

WHEREAS, Both Cardinal and the County recognize there are systemic challenges in supporting children that enter the custody of the County.

WHEREAS, there is presumptive Medicaid eligibility as of the day foster children enter custody of County departments of social services;

WHEREAS, the Parties recognize there is a gap in the system of supports available for these children, both prior to them entering custody and after they enter custody of departments of social services;

WHEREAS, as of July 1, 2022, as part of Medicaid transformation in North Carolina, the North Carolina Department of Health and Human Services ("NCDHHS") intends to roll out a comprehensive health plan for children in the foster care system;

WHEREAS, other states have developed models, approved by the federal Centers for Medicare and Medicaid Services ("CMS"), to expand Medicaid supports available for such children, and Cardinal intends to advocate with NCDHHS for development and implementation of such supports in advance of July 1, 2022;

WHEREAS, to help bridge the gap between now and July 1, 2022, and in furtherance of its efforts to improve the system of supports available for children in or at risk of entering custody of departments of social services between now and then, Cardinal intends to invest in the counties in its catchment area to support children in custody of the County.

WHEREAS, for good consideration and in accordance with the terms and conditions herein, Cardinal will provide funding to the County for a broad set of services designed to support children in custody of the County who are presumptively Medicaid eligible and therefore also members of Cardinal:

I. **Sub-capitated Payment Arrangement**. Beginning the month following the Effective Date of this Agreement, Cardinal will pay the County a per-member, per-month ("PMPM") rate for each child in the custody of the County for whom Cardinal received Foster Children capitation payments from NCDHHS during the previous month (the "Foster Child Population"). Such total PMPM will be based on the rates identified in Section I(a) of this Agreement below and the total number of children for whom Cardinal received Foster Children capitation payments in a given month as based on the Global Eligibility File ("GEF") that Cardinal regularly receives from NCDHHS.

a. **Rates**. While Cardinal is receiving a capitation rate increase due to the COVID-19 pandemic, the PMPM that Cardinal will pay to the County is $300 PMPM. Once the rate increase due to the COVID-19 ends, Cardinal will pay the County $200 PMPM. Such rate decrease will begin the same month that Cardinal receives notification of its rate decrease, and may be applied retroactively to such month.

b. **Medicaid Category of Aid**. The County is responsible for ensuring the appropriate Medicaid category of aid for individuals in the County's custody. If Cardinal did not receive a Foster Children capitation payment for an individual in the custody of the County, Cardinal will not pay the County a PMPM; provided, however, that retroactive changes to Medicaid categories of aid will be addressed through the reconciliation process identified in Section I(d) below.

c. **Timing of Payments**. Cardinal will make the payments contemplated in this section on a monthly basis, no later than ten (10) days after Cardinal receives its capitation payments from NCDHHS for a given month.

i. **First Payment**. The first payment under this section, which will take place in the month following the Effective Date of this Agreement, will include PMPM payments for the population described in Section I above for the month of the Effective Date, as well as retroactively for all months going back to July 2020.

d. **Reconciliation**. Cardinal shall make regular retroactive PMPM sub-capitated payments to the County reflecting the period for which a Cardinal member obtains Foster Children Medicaid retroactively during the month Cardinal receives capitation payments for such child. Payments shall be made prospectively thereafter. Similarly, if a payment was made for a child

Attachment: Revised Agreement between Cardinal - Davie County to support Foster Care Children - 21.04.02 - FINAL (Foster Care

that was retroactively determined to be ineligible, Cardinal will offset such ineligible amount from subsequent payments.

e. **Voluntary Coverage of Services**. To the extent any of the services covered through payments issued pursuant to this Agreement would not otherwise be coverable by Medicaid in North Carolina, such services are voluntarily covered by Cardinal, subject to all terms and conditions of this Agreement, and the costs associated with these services are not included when determining the capitation rates payable by NCDHHS to Cardinal.

f. **Dispute Resolution**. To the extent a dispute develops between Cardinal and the County regarding the amount owed or payable under this Agreement, the Parties agree to follow the dispute resolution procedures identified in Section VII of this Agreement below.

II. **Usage of Funds**. All funds paid under this Agreement may only be used to support the Foster Child Population, in such a manner consistent with the terms of this Agreement.

a. **Intent of Payments**. The funds payable under this Agreement are intended to provide assistance to children entering the custody of the County, and in particular their emergent needs within approximately the first thirty (30) days of being in custody of the County or upon escalation of behaviors at any point. Categories of assistance provided to the Foster Child Population by the County under this Agreement may include and are not limited to using the funds paid under this Agreement to address the following emergency needs:

i. Emergency Placement Needs
ii. Assessments and/or evaluations
iii. Children's personal needs.
iv. Foster/kinship parent training
v. Additional supports for foster/kinship parents
vi. Unmet Health-Related Resource Needs (defined in Attachment H of Cardinal's PIHP Contract with NC DHHS as "Also referred to as Social Determinants of Health. Conditions in the places where people live, learn, work, and play that affect a wide range of health risks and outcomes including non-medical needs of individuals that foundationally influence health, including but not limited to housing instability, food insecurity, transportation insecurity, and interpersonal violence/toxic stress.").

b. **Additional Uses of Funds**. Once emergency needs for the Foster Child Population have been addressed, to the extent all funds paid under this Agreement have not been used, the County may use such funds to develop and support permanency plans for the Foster Child Population, inclusive of developing and recruiting foster families; supporting kinship and adoption placements; emergency/short term services to prevent placement; trainings for permanency resources; and other expenditures designed to support a child in the home environment permanently.

i. **Permanency**. The terms "permanency", "permanency plan", "permanent placement", or other similar terms as used in this Agreement do not include Residential Treatment Services. "Residential Treatment Services" include Level I Residential Treatment, Level II Residential Treatment (Family Type or Program Type),

Attachment: Revised Agreement between Cardinal - Davie County to support Foster Care Children - 21.04.02 - FINAL (Foster Care

Level III Residential Treatment, Level IV Residential Treatment, Psychiatric Residential Treatment Facility, or any other service funded through the 1915(b) Medicaid waiver where a child resides outside of its home in a non-hospital setting. The term "permanency", "permanency plan", "permanent placement", or other similar terms as used in this Agreement can include, but are not limited to, foster homes funded through the County, kinship placements, and adoptive placements.

III. **Responsibilities of the County**. Contingent upon receipt of funding under this Agreement, the County agrees to do the following:

a. **Support of Permanency Placements**. Once a child in the Foster Child Population is placed in a setting intended to be a permanency placement, the County will connect such placement to resources designed to support the child's permanent placement there within thirty (30) days of such placement.

b. **Transition Partnership**. To the extent a child is placed in an emergency placement, or is receiving Residential Treatment Services, Cardinal and the County will partner with the other members of the child's treatment team to support transition back into the community as is clinically indicated, and the County will be the lead in developing a permanency plan for the child.

c. **Reporting**. Beginning no more than ninety (90) days following the first month of PMPM payments under this Agreement, and no later than every ninety (90) days thereafter, the County will submit to Cardinal a report accounting for the utilization of the PMPM payments. Such report shall include a breakdown of expenditures including a listing of those children in the Foster Child Population for which these funds have been specifically utilized listing the following:

i. The child's name, date of birth, Medicaid ID number, and date the child entered custody.
ii. Social worker assigned to the child and contact information.
iii. Amount of money spent and categories of items to which the money was spent, based on the categories identified in Section II(a) and (b) above.

IV. **Responsibilities of Cardinal**. As part of this Agreement, Cardinal agrees to do the following:

a. **Assessment Capacity.** In collaboration with the County, Cardinal will work to identify barriers in children in the Foster Child Population receiving needed assessments, including specialized assessments, and develop a plan to address such barriers, which will be made known to the County department of social services.

b. **High-Fidelity Wraparound**. High-Fidelity Wraparound is a team-based process that uses an evidence-based, nationally recognized model that partners with families to use their voice and strengths to develop a family-driven plan that promotes self-advocacy. It is a Medicaid-funded service that strives to put families at the center of their own care, and whenever possible, ensure that children are cared for and treated within their communities. Cardinal intends to expand access of the High-Fidelity Wraparound service across its catchment to better accommodate the needs of children entering the custody of the County.

Attachment: Revised Agreement between Cardinal - Davie County to support Foster Care Children - 21.04.02 - FINAL (Foster Care

V. **Better Outcomes for Children**. The intent of this Agreement is to strengthen a partnership between Cardinal and the County to better support the Foster Child Population, ultimately with a goal of reunifying the child with their family, or if that is not possible, ensuring an appropriate long-term permanency plan for the child.

VI. **Program Review**. The Parties' mutual goal is to best serve the needs of the Foster Child Population and to most efficiently use limited public funds. As such, no later than July 31, 2021, the Parties will collaborate and complete a review of collective performance under this Agreement. Such review may take the form of a conference call and is intended to be a discussion of how the funds were used; successes; challenges; and opportunities. Following the review, the Parties may mutually agree to increase or decrease the PMPM payable under this Agreement, mutually adjust other aspects of this Agreement, or either party may terminate the Agreement in accordance with Section VIII(b) of the Agreement below. As part of this review, the Parties will consider and discuss at least the following:

a. How the funds paid under this Agreement are being used;
b. Collaboration of the Parties to address the needs of the Foster Child Population;
c. Planning and transition of North Carolina to the expected state-wide Medicaid foster care health plan;
d. Child and Family Services Review
e. Planning and transition to the expected state-wide Medicaid foster-care health plan;
f. Impact of the Families First Prevention Services Act on the Foster Child Population;
g. Clinical outcomes obtained for the children served under this Agreement; and
h. Any other factors that relate to the purpose of this Agreement.

VII. **Dispute Resolution**. This Agreement is reflective of an intent of the Parties to mutually support an overlapping population of children. As such, to the extent a dispute arises between Cardinal and the County as it relates to the subject matter of this Agreement, the Parties agree to take the following steps.

a. **Informal Escalation**. All disputes between Cardinal and the County reflective of systemic challenges relating to the subject matter of this Agreement that cannot be resolved with the individuals directly involved shall be escalated, as appropriate, through internal leaders at each party, who shall engage in good faith conversations in an attempt to resolve the underlying dispute. Such informal escalations should occur and endeavor to be resolved within thirty (30) days.

b. **Material Breach and Remedies**. To the extent either party believes the other party has materially breached a term of this Agreement, following such informal escalation described in Section VII(a) above, prior to seeking to terminate the Agreement or enforce the Agreement in a court of law or otherwise, the non-breaching party shall provide written notice to the alleged breaching party and afford the alleged breaching party an opportunity to cure the alleged breach within seven (7) calendar days of such notice. If the alleged breach is not cured to the satisfaction of the non-breaching party, the non-breaching party may terminate this Agreement upon fourteen (14) days written notice. Notwithstanding the foregoing, if the alleged material breach is by the County, including but not limited to failure of the County to submit the reporting identified in Section III(c) of this Agreement, and/or the reporting provided does not support the utilization of funds, If the County does not timely cure the breach to Cardinal's

Attachment: Revised Agreement between Cardinal - Davie County to support Foster Care Children - 21.04.02 - FINAL (Foster Care

satisfaction, Cardinal may impose the suspension, recoupment, or withholding of monthly sub-capitation payments, and may do so while efforts to resolve the dispute is ongoing, in lieu of or in addition to terminating this Agreement.

c. **Mutual Modification of Timeframes**. Any of the timeframes in Section VII of this Agreement related to dispute resolution may be modified by mutual consent of the Parties.

VIII. **Term**. This Agreement shall remain in effect through June 30, 2022, unless otherwise terminated in accordance with the terms of this Agreement.

a. **Failure of Dispute Resolution**. If dispute resolution pursuant to Section VIII above fails and either party provides notice of intent to terminate this Agreement, this Agreement shall terminate on the last calendar day of the month during which such notice was sent, and all obligations of both Cardinal and the County identified herein shall cease of that date except for those identified in Section VIII(d) below.

b. **Automatic Termination.** If Cardinal's Medicaid contract with NCDHHS terminates, this Agreement shall automatically terminate as of the same date that the Medicaid contract terminates, and all obligations of both Cardinal and the County identified herein shall cease of that date except for those identified in Section VIII(d) below. Similarly, if the County is no longer part of Cardinal's Medicaid contract with NCDHHS, this Agreement shall automatically terminate as of the same date that the County is no longer part of Cardinal's Medicaid contract with NCDHHS, and all obligations of both Cardinal and the County identified herein shall cease as of that date except for those identified in Section VIII(d) below.

c. **Voluntary Termination.** Notwithstanding the dispute resolution procedures in Section VIII of this Agreement, following completion of the program review in Section VI of this Agreement, either party may decide to terminate this Agreement with thirty (30) days' written notice, and all obligations of both Cardinal and the County identified herein shall cease as of such date except for those identified in Section VIII(d) below.

d. **Effect of Termination**. Notwithstanding the terms of Section IX(a) – (c) of this Agreement above, the following terms and conditions of this Agreement shall survive termination:

i. **Final Payment**. Cardinal will make one final payment as contemplated in and in accordance with the terms of Section I of this Agreement in the month following the termination of this Agreement. To the extent there are additional children who retroactively become part of the Foster Child Population during the term of this Agreement, Cardinal will make additional post-termination reconciliation payments as appropriate.

ii. **Reporting.** The County will ensure that the reporting contemplated in Section III(d) of this Agreement is made for all payments received, including the final payment identified in Section VIII(d)(i) above, no later than the last day of the month following receipt of such final payment.

Attachment: Revised Agreement between Cardinal - Davie County to support Foster Care Children - 21.04.02 - FINAL (Foster Care

IX. **No Third-Party Beneficiaries**. No other entity, including any child in the Foster Child Population, is an intended third-party beneficiary of this Agreement. Nothing in this Agreement is intended to create any cause of action by any non-party to this Agreement related to utilization of funds paid under this Agreement or the performance by any part of any of their respective obligations under this Agreement.

X. **County's Non-Exclusion**. By executing this Agreement, the County represents and warrants that it, nor any individual associated with County leadership or the County department of social services leadership, has not been debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549, or under guidelines implementing Executive Order No. 12549. The County further represents and warrants that it is not excluded from participation in any Federal Health Care Programs under either Section 1128 or Section 1128A of the Social Security Act, nor been subject to any criminal charges, plea agreements, settlements, or convictions related to the same. The County shall report in writing to Cardinal, within five (5) business days of becoming aware, if the County becomes excluded from participation in the Federal Health Care Programs under either section 1128 or section 1128A of the Social Security Act or becomes subject to any criminal charges, plea agreements, settlements, or convictions related to the same. The County represents and warrants that it has not been excluded from participation in any North Carolina State health care program, such as Health Choice.

XI. **Required Disclosures.** The County shall comply with all federal, state, and local notification requirements, including by not limited to 42 C.F.R. §455.104, 42 C.F.R. §455.105, and 42 C.F.R. §455.106. Any disclosures required under such regulations must be disclosed to Cardinal at the time the Agreement is executed by the County, and such disclosure obligations shall be ongoing for the duration of the Agreement.

XII. **Notice**. Prior to the Effective date, each party shall identify a point person for operationalization of this Agreement and to whom any correspondence contemplated under this Agreement should be directed. Each party may identify multiple point people, depending on the nature of the correspondence. Any notice contemplated or required under this Agreement may be performed through electronic mail.

XIII. **Choice of Law and Forum.** The Agreement shall be interpreted in accordance with the laws of the State of North Carolina. Any dispute or claim arising out of or referring or relating in any way to the Agreement, following completion of the dispute resolution procedures contained in Section VIII herein, shall be brought in a state court in any county where Cardinal operates, Wake County state courts, or the U.S. District Court for the Western District of North Carolina, Charlotte Division, if applicable.

XIV. **Force Majeure.** If the parties are delayed in performance of any obligations hereunder, or prevented entirely from performing any such obligation due to causes or events beyond their control, including but not limited to, any act of God, fire, strike or other labor problem, present or future law, government order, rule or regulation (federal, state and local, including any agency subdivision or instrumentality thereof), epidemic or pandemic, such delay or nonperformance shall be excused and the time for performance shall be extended to include the period of such delay or nonperformance.

XV. **Scope of Agreement.** This Agreement's focus is the payment of a sub-capitation payment to the Counties and other identified activities to be performed by Cardinal and the County identified in

Attachment: Revised Agreement between Cardinal - Davie County to support Foster Care Children - 21.04.02 - FINAL (Foster Care

Sections I – IV herein, and as further described and supported by the other sections of this Agreement. This Agreement does not apply to and is not intended to govern other activities that occur routinely between Cardinal and the County, including but not limited to the routine linkage to care and/or support of Cardinal members who are involved with the County, whether in custody of the County or not.

XVI. **Entire Agreement.** The Agreement constitutes the entire agreement between Cardinal and the County for the provision of services delineated herein. Any alterations, revisions, amendments, changes, or modifications (collectively "modifications" or "modify") to the Agreement shall not be implemented unless agreed upon by Cardinal and the County in writing, unless otherwise set forth herein.

XVII. **Effective Date**. The Effective Date of this Agreement is the first day of the month following the execution of this Agreement by all Parties, except that solely for purposes of calculating the PMPM for the Initial Payment described in Section I(c)(i) of this Agreement, this agreement is effective as of July 1, 2020.

WHEREAS, this Agreement is entered into as of the Effective Date by the representatives of the Parties identified below:

For Cardinal Innovations Healthcare:

_____

Name:_____

Title: _____

Date:_____

For Davie County:

_____

Name:_____

Title:_____

Date: _____

This Agreement has been pre-audited in the manner required by N.C. Gen. Stat. Chapter 159, the Local Government Budget and Fiscal Control Act.

_____

Name:_____

Title:_____

Date:_____

Attachment: Revised Agreement between Cardinal - Davie County to support Foster Care Children - 21.04.02 - FINAL (Foster Care

DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: May 3, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:
Discussion - Funding for Outside Recreation Agencies

BACKGROUND/PURPOSE OF REQUEST: Discussion - Funding for Outside Recreation Agencies

County Manager David Bone sent a memo (attached) to the County Commissioners about this item on April 21, 2021.

In preparation for the FY 2021-22 Budget, at tonight's meeting, County Manager Bone requests discussion of the funding of outside recreation agencies, namely:

(1) Do Commissioners want staff to direct **all** future outside recreation agency funding requests to the Community Recreation grant program?

(2) What level of funding is desired for the Community Recreation grant program?

FISCAL IMPACT: To be determined

COUNTY MANAGERS; RECOMMENDATION:
<County Manager Comments Here>

ATTACHMENTS:
MEMO - Commissioners - 21.04.21 - Recreation funding

County Manager
Davie County Government
123 S. Main Street | Mocksville, NC 27028 | 336.753.6003
DavieCountyNC.g

To: Davie County Commissioners

CC: Paul Moore, Recreation & Parks Director
Ed Vogler, County Attorney
Stacy Moyer, County Clerk
Robin West, Asst. County Manager / CFO
Cindy Chapman, Budget Director

From: David Bone, County Manager

Date: April 21, 2021

Re.: Budgeting for Assistance with Recreation Partners

Commissioners,

In FY 2020-21, $903,599 was budgeted for the Davie County Recreation and Parks (DCRP) Department. Additionally, $40,000 was allocated for a Community Recreation grant program to provide funding for outside groups, such as community centers and other recreation-related programs. Furthermore, $50,000 was budgeted for Lake Louise, and the agreement concerning Lake Louise has a five-year term, which began in FY 2019-20.

It is my understanding the Community Recreation grant program was established by the County Commissioners as a way to consider financial support for our recreation partners in a methodical, consistent and equitable way. If more funding is needed to address the needs of our community, then more than the currently allocated $40,000 in funding may be desirable for this grant program.

In recent weeks, we have received presentations from Davie County Little League and RiverPark about potential future needs. Furthermore, Farmington Community Center has made a request to help them with a roof replacement project, and a representative of one other community center has made an informal inquiry about county funding.

In preparation for the FY 2021-22 Budget, I request the County Commissioners have an agenda item at the May 3rd meeting to discuss the funding of outside recreation agencies, namely:

(1) Do you want staff to direct **all** future outside recreation agency funding requests to the Community Recreation grant program?

(2) What level of funding is desired for the Community Recreation grant program?

Thank you for your consideration and direction, as we prepare for the FY 2021-22 Budget.

Attachment: MEMO - Commissioners - 21.04.21 - Recreation funding (Discussion - Funding for Outside Recreation Agencies)

DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: May 3, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:
Priority Dispatch System Implementation Agreement

BACKGROUND/PURPOSE OF REQUEST:

Since 2000, Davie 911 has utilized Emergency Medical Dispatch protocols (EMD) for medical related emergencies. This has proven to be a tremendous asset for our citizens. It enables 911 Telecommunicators to provide immediate first aid instructions to callers while EMS is responding.

Emergency Police Dispatch protocols (EPD) and Emergency Fire Protocols (EFD) will go hand in hand with the same benefits. These protocols will provide:

- An establishment of a **unified standard** each caller will receive.
- A safe prioritization of responses so agencies can configure to the seriousness of an incident.
- Telecommunicators will have certification standards.

- Quality improvement measurements.
- A reduction of liability because of recognized standards of practice.
- EFD will assist on ISO grading countywide.

These protocols are commonplace in counties throughout the state. Currently, Rowan, Yadkin, Stokes, Forsyth, Davidson all have these protocols in place.

Installation of EPD and EFD would be in phases:

- Purchasing
- Deciding which protocol will be implemented first, or both.
- Software configuration planning phase
- Installation
- Individual Agency stake holder response configurations
- Staff Training and Certification
- Go live
- Continual quality control

The Priority Dispatch System Implementation Agreement involves fees for implementation and training for Emergency Fire and Police dispatch protocols. This includes standard 5 year service and support billed annual at 12,000.00 after 1 year install.

FISCAL IMPACT: $121,701.90

COUNTY MANAGERS; RECOMMENDATION:
<County Manager Comments Here>

ATTACHMENTS:
CONTRACT

End_User_License_Agreement

PRIORITY DISPATCH SYSTEM
IMPLEMENTATION AGREEMENT

This Priority Dispatch System Implementation Agreement (the "Agreement") is made and entered by and between Medical Priority Consultants, Inc. dba Priority Dispatch Corp ("PDC"), a Utah corporation, and Davi 911 Communications ("Customer"). PDC and Customer are collectively referred to herein as the "Parties" or individually as a "Party."

BACKGROUND

A. Customer desires to procure and provide an effective, efficient, and comprehensive emergency fire and police dispatch system for its residents and transient population.
B. The Parties desire to enter into an agreement for the licensing, training, implementation, and maintenance of PDC's products and services, altogether the Fire and Police Priority Dispatch System ("PDS").

The Parties agree as follows:

1. **Pricing & Payment Terms**. Pricing details for the Fire and Police Priority Dispatch System are set forth in **Attachment A**. Additional services or products may be provided upon request. The price of any additional products or services will be negotiated at the time of request. Any increase in the the quantity of products and services under this Agreement may result in an increase in Customer's pricing, including annual support fees.

2. **Statement of Work**. The Parties will work together in good faith to develop a mutually acceptable Statement of Work for the implementation of the PDS. Once agreed upon, the Statement of Work shall attach to this Agreement as **Attachment B**. The Statement of Work will provide a phased approach to the implementation of the PDS, designed to assist Customer with meeting the International Academies of Emergency Dispatch ("IAED") operational and performance requirements to become an Accredited Center of Excellence ("ACE").
    a. **Change in Statement of Work**. Should it become necessary to change the Statement of Work for any reason the Parties shall work together to make any necessary changes. As we work together to support your center, the scheduling we agree upon is critical. At any given time, PDC has many implementations at various stages of the implementation process and we're also conducting many emergency dispatch and software training courses monthly. We must consider all PDC clients when you make cancellations, updates, or changes to the agreed-upon dates. The cancellation/change form can be found at https://zfrmz.com/k1NN4K2kTx0uzGTkQB89

3. **License.** The use and maintenance of the PDS and other PDC licensed products are set forth in the applicable End User License Agreement ("EULA") a copy of which can be found at https://www.prioritydispatch.net/wp-content/uploads/2016/06/End-User-License-Agreement.pdf.

4. **CAD Integration**. The Parties understand in the event a Computer Aided Dispatch system ("CAD") is used by Customer, any costs relating to the integration of the PDS software (ProQA®) and Customer's CAD system shall be the sole responsibility of Customer. The integration of Customer's CAD system and ProQA must be inspected, tested, and certified by PDC before taking live calls.

5. **Term & Termination**. This Agreement shall remain in effect for 5 years. After 5 years the Parties shall revisit the terms of this Agreement and in good faith shall determine the relationship going forward. The Effective Date is the latter of the signature dates of the Parties below. Notwithstanding, the Parties understand that if this Agreement is not terminated or the Parties fail to determine the relationship going forward, this Agreement shall automatically renew for subsequent terms of one year at the then current annual support prices, and thereafter may be terminated as set forth below or by giving 90-days non renewal notice before the annual renewal

Attachment: CONTRACT (Priority Dispatch System Implementation Agreement)

date (anniversary of the date of execution). This Agreement shall remain in effect until terminated by one of the Parties.

a. **Termination after Initial Term.** Either Party may terminate this agreement by providing written notice to the other Party at least 90-days before the anniversary of the Effective Date. If written notice is not received by the non-terminating Party at least 90-days before the anniversary of the Effective Date, this Agreement will automatically renew for another year as set forth above.

b. Termination for Cause. Either Party may terminate this Agreement if the other Party commits any material breach of its obligations under this Agreement and fails to cure such breach within thirty (30) days of written notice of the breach.

c. **EULA**. This Agreement may be terminated for any reason set forth in the EULA.

d. **Effect of termination**. Upon termination or expiration of this Agreement, Customer shall return to PDC, within 10 days, all PDC's Confidential Information and intellectual property. In addition, all payments owed to PDC that have accrued prior to the termination or expiration of this Agreement shall be payable to PDC within thirty (30) days.

6. **Relationship of the Parties**. The Parties shall act as independent contractors in the performance of this Agreement. The employees of one Party shall not be deemed the employees of the other Party.

7. **Confidentiality**. During the course of this Agreement, it may become necessary for Customer to handle or receive PDC's Confidential Information. Customer agrees to keep all Confidential Information received from PDC confidential, and Customer may only disclose it to employees or contractors on a need-to-know basis, provided that the employee or contractor receives the Confidential Information under a written obligation of confidentiality. Confidential Information means any information, in any form or medium, disclosed by PDC to Customer, including, but not limited to, expertise, trade secrets, proprietary information and products, know-how, lists, technical specifications, processes, training materials, software programs, software documentation, price lists, marketing plans, and manuals, including all derivatives of the aforementioned. This section shall survive termination or expiration of the Agreement

8. **Intellectual Property**. Each Party acknowledges and understands that the copyrights, patents, trade secrets, trademarks, and other intellectual property, including derivates and rights thereof, belonging to a Party are and shall remain the sole and exclusive property of that Party. This section shall survive termination or expiration of the Agreement.

9. **Conflict of Interest**. During the term of this Agreement, a Party shall not accept work, enter into a contract, or accept an obligation from any third party inconsistent or incompatible with the Party's obligations under this Agreement.

10. **Survival of Terms**. Termination or expiration of this Agreement for any reason shall not release either Party from any obligations set forth in this Agreement which (i) the Parties have expressly agreed shall survive any such termination or expiration, or (ii) by their nature would be intended to be applicable following any such termination or expiration.

11. **Compliance with Laws**. In performing services or obligations hereunder, the Parties shall comply with applicable local statues, ordinances, and regulations.

12. **Assignment**. Customer shall not assign, sell, transfer or delegate its rights and obligations under this Agreement without obtaining prior written consent of PDC.

13. **Attachments**. All Attachments are incorporated by references as if set forth in the body of the Agreement. This Agreement may not be modified or altered except in writing signed by the Parties.

14. **Severability**. If any portion of this Agreement is determined to be invalid or unenforceable, such portion shall be adjusted, rather than voided, to achieve the intent of the Parties to the extent possible, and the remainder shall be enforced to the maximum extent possible.

15. **Dispute Resolution**. If a dispute arises out of or relates to this Agreement, or the breach thereof, the Parties agree first to try in good faith to settle the dispute.

16. **Law.** This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of North Carolina, United States of America. All legal proceedings brought in connection with this Agreement may only be brought in a state or federal court located in the State of North Carolina. Each Party hereby agrees to submit to the personal jurisdiction of these courts.

17. **Notices**. Any notice or demand required or permitted hereunder shall be sufficiently given when set forth in writing and delivered in person, email, fax or mail:

To PDC:	**To Customer**:
Priority Dispatch Corp.	Davie 911 Communications
110 South Regent Street, Suite 500	146 Slate Drive
Salt Lake City, Utah 84111	Mocksville, North Caronlina 2
Attention: Legal Department	Attention: _____
Email: legal.dept@prioritydispatch.net	Email: _____
Phone:800.363.9127	Phone: _____

18. **Counterparts**. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and either Party may enter into this Agreement by executing a counterpart.

The Parties have executed this Agreement by their duly authorized representatives as of the last date below.

PRIORITY DISPATCH CORP.	**DAVIE 911 COMMUNICATIONS**
Signature: _____	Signature: _____
Print Name: Brent Hawkins	Print Name: _____
Title: VP & General Counsel	Title: _____
Date: _____	Date: _____

APPROVED AS TO FORM
04-27-21
County Attorney

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

Attachment: CONTRACT (Priority Dispatch System Implementation Agreement)

Attachment A

SEE ATTACHED SALES QUOTE #55111

INITIAL PDS IMPLEMENTATION PRICING (YEAR 1)

Fees for the initial PDS implementation and training are **$121,701.90** (see attached Sales Quote **#Q-55111**). This fee covers all of the quoted implementations activities and the first year of product licensing and maintenance.

Payment Schedule: Please see attached Payment Schedule for the initial PDS Implementation.

CONTINUING ANNUAL SERVICE AND SUPPORT FEES (YEAR 2-5)

The fee for the annual product licensing renewal and maintenance (Extended Service Plan - ESP) of PDC's products and services is shown below.

Year 2:	$12,000.00
Year 3:	$12,000.00
Year 4:	$12,000.00
Year 5:	$12,000.00

Payment Schedule: Annual support fees will be billed yearly upon the anniversary of the Effective Date of this Agreement.

Payment Notes:

1. Customer will be billed on an annual basis.
2. All prices in USD
3. This pricing is exclusive of any applicable tax. Any applicable taxes will be added to this amount.
4. Payment must be paid by Customer within 30-days of receiving an invoice from PDC.
5. If invoice is not paid within 60-days it will be considered "overdue" and accrue interest at 1% per month, compounding.
6. If invoice is not paid within 90-days it will be in "default" and services and products provided by Priority Dispatch may be removed, suspended, or become unavailable. If there is a dispute over an invoice the "overdue" or "default" status may be delayed if there is communication towards resolution. Lack of communication for 30-days will advance the invoice to the next status (i.e. overdue to default).

Attachment: CONTRACT (Priority Dispatch System Implementation Agreement)

Priority Dispatch

QUOTE

110 Regent Street, Suite 500
Salt Lake City, UT 84111
USA
www.prioritydispatch.net
Prepared By: Tony Guido
Phone: (800) 363-9127
Direct:
Email: tony.guido@prioritydispatch.net

Agency:	Davie 911 Communications
Agency ID#:	2475
Quote #:	Q-55111
Date:	4/14/2021
Offer Valid Through:	6/12/2021
Payment Terms	Net 30
Currency:	USD

Bill To:
Davie 911 Communications
146 Dr Slate Dr
Mocksville, North Carolina 27028-2085
United States

Ship To:
Davie 911 Communications
146 Dr Slate Dr
Mocksville, North Carolina 27028-2085
United States

Product	Qty	Amount
ProQA Fire/Police Software Licenses **Automated calltaking software**	5	USD 40,000.00
FPDS Backup Cardset License **Licensed manual protocol set for backup**	5	USD 2,475.00
PPDS Backup Cardset License **Licensed manual protocol set for backup**	5	USD 2,475.00
ProQA Fire/Police Backup Software Licenses **Offsite, backup location software**	5	USD 8,000.00
AQUA Case Review Software for EFD/EPD **Quality Assurance (case review) software base engine and discipline module**	1	USD 3,500.00
XLerator Client Server Suite **Client server software application suite**	1	USD 4,500.00
Implementation Support Package for EFD/EPD **Implementation support and quality management program development**	1	USD 45,000.00
Protocol Training and Certification for EFD/EPD **Materials, tuition and certification**	16	USD 11,680.00
Remote ProQA Software Training - FP **Per person cost for four hours of ProQA software training completed in a virtual, instructor-led environment**	16	USD 3,184.00
ED-Q Training and Certification for EFD/EPD **Materials, tuition and certification (3 days, 24 hours)**	3	USD 3,300.00
Remote AQUA Software Training - FP **Per person cost for eight hours of AQUA software training completed in a virtual, instructor-led environment**	3	USD 597.00
Active Assailant Course Registrations	16	USD 1,584.00
Remote System Administration Training **Per person cost for training for center management detailing program configuration and customization options, completed in a virtual, instructor-led environment**	2	USD 0.00

Attachment: CONTRACT (Priority Dispatch System Implementation Agreement)

Priority Dispatch

QUOTE

Product	Qty	Amount
Remote ProQA & AQUA Reports Training **Per person cost for four hours of training for administrators, managers and supervisors on the configuration and customization options in ProQA and AQUA, completed in a virtual, instructor-led environment**	4	USD 596.00
Priority Dispatch System ESP EFD EPD **License Renewal, Service & Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades**	5	USD 12,000.00
NC State Contract 10% Discount	1	USD -12,189.10
Multi-Discipline Discount **Discount for purchasing and implementing multiple PDS disciplines**	1	USD -5,000.00
Initial Fire/Police Implementation for NC TOTAL:		USD 121,701.90

Product	Qty	Amount
Priority Dispatch System ESP EFD EPD **License Renewal, Service & Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades**	5	USD 12,000.00
Year 2 Annual Maintenance TOTAL:		USD 12,000.00

Product	Qty	Amount
Priority Dispatch System ESP EFD EPD **License Renewal, Service & Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades**	5	USD 12,000.00
Year 3 Annual Maintenance TOTAL:		USD 12,000.00

Product	Qty	Amount
Priority Dispatch System ESP EFD EPD **License Renewal, Service & Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades**	5	USD 12,000.00
Year 4 Annual Maintenance TOTAL:		USD 12,000.00

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Priority Dispatch

QUOTE

Product	Qty	Amount
Priority Dispatch System ESP EFD EPD **License Renewal, Service & Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades**	5	USD 12,000.00
Year 5 Annual Maintenance TOTAL:		USD 12,000.00

Subtotal	USD 121,701.90
Estimated Tax	
Total	USD 121,701.90

Customer Signature:		**Date:**	
Customer Name:		**Purchase Order ID:**	
Expiration Date:			

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: https://prioritydispatch.net/licensing/

Attachment: CONTRACT (Priority Dispatch System Implementation Agreement)

Attachment B

STATEMENT OF WORK FORTHCOMING

Attachment: CONTRACT (Priority Dispatch System Implementation Agreement)

STATEMENT OF WORK

PHASE	EXPLANATION OF PHASE
Initial Assessment	Implementation Pre-Planning – Conference Call
Phase 1	Organization Set-up and Quality Improvement Unit (QIU) Activities
Phase 2	Training
Phase 3	Software Installation and Configuration
Phase 4	System Implementation
Phase 5	Quality Assurance Phase: 30 days post on-line
Phase 6	Quality Improvement Phase: 90 days post on-line
Phase 7	Accreditation
Phase 8	Ongoing support

DELIVERY AND IMPLEMENTATION OF THE MPDS, PROQA, & AQUA

Delivery and Implementation of the MPDS
The purpose of this Implementation and Detailed Schedule is to provide an overview of the proper steps that will be taken to ensure the successful implementation of, and ongoing support of the MPDS. This plan will also assist your agency in meeting all the standards necessary for accreditation by the IAED as an Accredited Center of Excellence (ACE). To accomplish this, PDC will assist in implementing a self-sustaining quality improvement and risk management system that will ensure a continuous, safe and effective emergency dispatch operation both now and in the future.

Statement of Work: Implementation of the MPDS
INITIAL ASSESSMENT (IMPLEMENTATION PRE-PLANNING CONFERENCE CALL)
The initial step in the implementation process will be a conference call involving the communications center director and any other senior management team members deemed appropriate by the director, the involved PDC Regional Account Manager, and the PDC consultant detailed to be the Project Manager for the implementation. The purpose of the conference call will be an initial introduction of all involved parties and to set a start date for the implementation.

The next step, through the use of our Consulting Questionnaire and Consulting Evaluation processes, PDC Project Managers will obtain information about the communications center, key management officials and positions, the current emergency dispatch methodology, services provided, unit allocation and configuration, response times, management practices, quality improvement/assurance and risk management programs as they relate to the emergency dispatch function.

Attachment: CONTRACT (Priority Dispatch System Implementation Agreement)

Other information obtained will include local and regional issues of concern, as well as demographic and statistical data. Information will be gathered primarily through the use of survey documents where possible. These documents should be completed and returned to the PDC Project Manager for review. PDC's assessment focus is directed towards training needs and quality improvement/assurance issues, the communication center dispatch policies, practices and procedures, and a comprehensive systems approach to emergency services dispatch evaluation. PDC may elect to perform an on-site visit to gather or help facilitate the gathering of information.

PHASE 1 Organization Set-up and Quality Improvement Unit (QIU) Activities

- Leadership/Implementation Course. PDC staff will conduct a Leadership/Implementation Course for the Center senior managers. This course is designed to be an orientation to the EMD process as it relates to national standards, management oversight responsibility, quality management processes, and the implementation process.

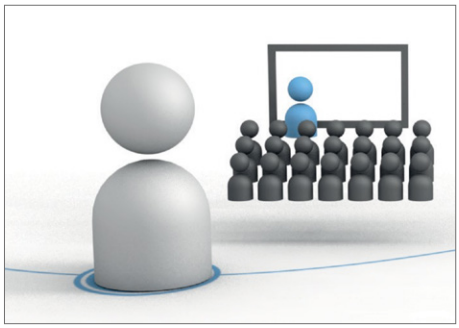
- Steering and MDRC meeting. PDC staff will assist in the development of the implementation process by supporting the managers of the agency.

- Combined Steering and Medical Dispatch Review Committee (MDRC) meeting. PDC staff will provide guidance and support in the creation and first meeting of the Steering and MDRC committee. PDC will provide generic policies and procedures for review and revi- sion to aid in administration of the Steering

- Committee, MDRC and Quality Improvement Unit (QIU), as well as the appropriate use of the MPDS. During this meeting, the PDC staff will also review the strategic goals and objectives of your organization in order to assist you in meeting your targets as they pertain to the Communications Center and the organization.

- Technical Evaluation. A PDC technical specialist will meet with your IT staff to lay out a plan of action, review system requirements for PDC software, discuss software options to prepare for installation, identify and verify all dispatch and training workstations, and discuss Computer-Aided Dispatch (CAD) interface parameters. Typical participants in the Technical Evaluation include system administrators, IT staff, in-house CAD staff, and dispatch center management.

PHASE 2 Training



- Project Manager training. PDC personnel will listen to the needs of and advise on the project management of the implementation. Formal project management support is available throughout the implementation process.

- Certification and Software training split into two categories. PDC will liaise with the agency to ensure a satisfactory timetable of training, at a suitable venue. Certification training will require a projector for the instructor and a classroom suitable for the number of designated trainees. IAED Certified instructors will provide training and certification courses to all calltakers, dispatchers and supervisors. Emergency Dispatch — Quality (ED-Q) instructors will provide certification training to all QA/QI personnel. A PDC software specialist will set-up, install and train all dispatch personnel on the use of the EMD ProQA software as well as ED-Q personnel in the use of AQUA case review software. Software training will require a projector as well as a training computer for each trainee in attendance. PDC will conduct an agreed upon number of training sessions over a suitable amount of days.

Attachment: CONTRACT (Priority Dispatch System Implementation Agreement)

Priority Dispatch

PHASE 3 Software Installation and Configuration

- ProQA, AQUA, and XLerator database management Software. PDC Software Specialist will conduct onsite installation and configuration of the appropriate software while working with local IT personnel to train in the ongoing use and maintenance of ProQA, AQUA and XLerator Software.

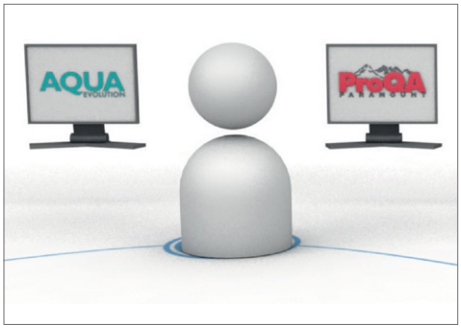
- CAD Interface Testing. The CAD Interface will also be tested for proper functionality.

PHASE 4 System Implementation

- EMD orientation to Quality Improvement Unit (QIU), Quality Manager (QM) activities and performance monitoring. PDC staff (or an appropriately qualified (EMD-Q) instructor), will provide an EMD-Q course to the designated QIU personnel. The course will facilitate the QIU understanding of quality rationale, measurement methods, and applications. Emergency Medical Dispatch-Quality (EMD-Q) training will require a projector for the instructor and a class room suitable for all EMD-Q attendees.

- Initiate use of the MPDS On-line Training. PDC staff will provide on-site supervision and on-line training of communication staff during implementation of MPDS.

PHASE 5 Quality Assurance Phase (30 days post on-line)



- Ongoing MDRC support. PDC staff will provide ongoing support for MDRC activities through direct attendance of separate or joint MDRC and Steering Committee meetings.

- QA Review of Agency Calls. PDC personnel will audit and review a predetermined number of calls per month (depending on call volume) via VPN or ftp. Additional calls may need to be reviewed by Agency as per IAED guidelines.

- Review and calibrate QA system data. PDC personnel will review QA reports and data to determine what revisions or adjustments may need to be made.

- Developmental support of Continuing Dispatch Education (CDE) program. PDC staff will review quality assurance data to assist communications staff in identifying possible performance issues to aid in the development of CDE topics. PDC will provide examples and curriculum outlines.

- Field orientation and distribution of Field Responder Guides (FRG) (in appropriate markets). PDC staff will provide a brief (30 minutes) tutorial on the principles of the MPDS and its impact on operations to field personnel. In addition, field personnel and administration will be provided with a description of supporting documentation and adjuncts (Field Responder Guide) that clarify the use of the protocol from a field and management perspective.

- SEND (Secondary Emergency Notification of Dispatch) Orientation (in appropriate markets). PDC will provide an orientation to the SEND card which will be issued to field personnel and to their dispatch staff. The cards are required by non-EMS personnel to provide a minimum amount of information to ensure an appropriate EMS response. Field personnel will be provided with a brief tutorial CD.

- Public education. PDC staff will assist in the development of a public education program to ensure that the implementation of the program is perceived as an enhancement to the system rather than an effort to ration or deny service. PDC staff will be available for media activities.

Attachment: CONTRACT (Priority Dispatch System Implementation Agreement)

- Ongoing master case review of the QIU case reviewers and recommendations for performance improvement. PDC staff will provide regular reviews of QIU case reviewer performance to ensure compliance scoring and reporting is consistent with IAED Accreditation requirements.

PHASE 6 Quality Improvement Phase (90 days post on-line)

- Response configuration modification support. PDC staff will assist the system Medical Director in making changes to response configurations after compliance to protocol has reached appropriate levels.

- System impact evaluation. Once changes to response configurations and modes have been implemented for two months, PDC staff, working with management and the communication staff, will provide an interim assessment regarding the impact of these changes on system performance. Further adjustments will be made as necessary.

- Supplemental Visit (1-day increment). In the event 90% compliance has not been reached at the 90-day post on-line date, PDC will conduct a visit to troubleshoot and assist in the development of an appropriate action plan. Within an agreed upon amount of time following this visit, a supplemental visit will occur to verify that the 90% compliance has been met and the organization is on target for accreditation.

PHASE 7 Accreditation

- Master review of case review processes prior to accreditation. PDC staff will provide ongoing "master case review" of QIU reviewed cases prior to accreditation. Your communications staff will be responsible for randomly selecting and submitting compliance data on three percent of the calls received and processed by the communications center.

- Accreditation submission support. PDC will provide assistance to your communications staff in the preparation and submission of their Accreditation application and attending documentation.

For more information, see "Accreditation of Excellence" and "20 Points of Accreditation Excellence" located in Tabs 4.5 and 4.5.

PHASE 8 Ongoing support

- IT, Consulting and or CDE onsite days. PDC will provide ongoing days onsite (number of days to be determined) annually for any applicable protocol refresher, software, consulting, Continuing education requirements as per the client to maintain high MPDS protocol performance and compliance.

Attachment: CONTRACT (Priority Dispatch System Implementation Agreement)

PRIORITY DISPATCH SYSTEM ("PDS")

End User License Agreement (EULA)

1. Software means the Priority Dispatch System ("*PDS*") software, content, and/or manual flip cards that you receive from PDC in connection with this Agreement and as further identified in Customer's invoice or quote from PDC, regardless of the medium on which it is stored. Documentation means any and all manuals, instructions and other documents and materials that PDC provides or makes available to Customer in any form or medium in relation to the Software. Whenever the context reasonably permits, any reference in this Agreement to "Software" shall also apply to the PDS and to the Documentation, which together comprise the Licensed Product. Except as provided below, in the section entitled "Limited Software Warranty," any Updates to the Software received by you from PDC shall be included in this definition of Software and covered by this Agreement. User rights to the Software are obtained only from PDC, by license agreement with PDC.

2. A PDC Product. The Software (including its content) and any and all copies thereof and derivatives therefrom are owned by PDC or its Licensor(s) (altogether "PDC"). You acknowledge that PDC owns the copyrights, patent rights, trade secrets, trademarks and other intellectual property rights in and to the Software. License fees purchase only the limited License provided in this Agreement. You agree not to infringe upon any of these exclusive intellectual property rights of PDC and that you will not attempt to record or register any of them for any party. Copies of the Software are loaned to you by PDC for the duration of the License only, and only for the purpose of enabling you to exercise your License rights (see also, section entitled "Termination").

3. Stations, Licensed Stations, Number of Licensed Stations. "**Stations**" are computers, terminals, nodes, computer aided dispatch stations, or workstations in your possession and/or control. "Licensed Stations" are your Stations that have access to the Software and for which you have paid the applicable License Fee to PDC for this License to use the Software. The "Number of Licensed Stations" is specified in your License Fee invoice or quote from PDC. You may not use the Software in connection with any Stations (or any other computers, terminals, nodes or workstations) other than the Licensed Stations, and the number of Stations using or having access to the Software shall at no time exceed the Number of Licensed Stations. "Training Stations" are Stations that have access to the Software but are dedicated to the purpose of training personnel on the use of computerized functions in the call-center, and may not be used to take real or live calls. "Backup Stations" are Stations that have access to the Software but have been designated as backup stations for emergency contingency use only. Backup Stations are separate and independent from the Licensed Stations, and shall not run concurrent functions with the Licensed Stations. Backup Stations are only licensed to be used in circumstances when the Licensed Stations are rendered inoperable.

4. License of Software. PDC grants to Customer a nonexclusive, non-transferable limited license (the "License") to use the Software on the Number of Licensed Stations. This License also authorizes you to use the Documentation, but only in connection with your licensed use of the Software. The Term of the License begins on the date you receive the Software and accept this Agreement. Rights not expressly granted to you under this Agreement are reserved by PDC.

5. License Fee. You shall pay PDC the License Fee specified and in your invoice from PDC when the License is purchased, and the ESP fee annually thereafter. Any increase in the Number of Licensed Stations will require the payment of additional license fees to PDC at its then-current rate for incremental Licensed Stations for the Software.

6. Copies & Use. You may copy Software for reasonable archival or back-up purposes. All trademark, copyright and proprietary rights notices must be reproduced by you and included on all copies. U.S. law, international law and treaties, and this Agreement all prohibit you from making any other copies; or from making any derivatives of the Software, system protocols, or anything in the PDS; or from making any use of the Software in any manner not licensed by this Agreement.

7. Use and Protection of the Licensed Product(s) and PDS. You are not entitled to receive any source code for the Software. Without PDC's express, prior written permission, you shall not: (*a) decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code or trade secrets of the Software, or alter the Software or create any derivative work or product based upon, or derived from the PDS, Software or Documentation; or (b) transfer, disclose, rent, lease, loan, publicly display, adapt, timeshare, sublicense, duplicate, distribute, translate, modify, or alter the Software or any copy thereof, including, without limitation, any deletion from or addition to the Software, or allow third party access to or use of the Software or any copy thereof in any manner; or (c) use the Software in any way not specifically provided under this license*. Modification of the Software by implementing Updates provided by PDC under this Agreement, and by the addition of local response configurations to PDS dispatch codes (as provided for elsewhere in this Agreement) are not in breach of this section. You acknowledge that your material breach of this Agreement would provide PDC the option to terminate this License and/or withhold Service and Support, and would also cause irreparable harm to PDC that could not be adequately compensated by damages alone. Consequently, PDC may seek and obtain, without posting any bond or providing any other security, immediate preliminary and permanent injunctions against your breach or threatened breach of the Agreement, in addition to any and all other legal and equitable remedies available, and you hereby consent to the obtaining of such injunctive relief. In addition to other remedies that may be available to PDC, PDC shall be entitled to recover any profits made by you as a result of the breach of this Agreement or the infringement of its intellectual property. Any derivative product, whether created knowingly or unknowingly, shall be the property of PDC.

Attachment: End_User_License_Agreement (Priority Dispatch System Implementation Agreement)

8. Extended Service Plan. This Agreement includes and incorporates the accompany Extended Service Plan (ESP) agreement as set forth below.

9. Taxes. Any sales, use, withholding and other taxes, duties or government assessments relating to this Agreement or the License, or to the payments or transactions hereunder, shall be paid by you, in addition to all other specific payments required to be made by you under this Agreement. If any taxes or amounts are withheld or deducted by any government or authority from any license fees or payments to PDC, you shall be obligated to pay the taxes or amounts withheld or deducted so that the license fees and payments actually received by PDC are the full amounts contemplated by this Agreement before such withholding or deduction. If necessary the license fees and amounts shall be increased ("grossed up") so that the license fees and payments actually received by PDC after such withholding and deductions are the full amounts. This section does not apply to U.S. federal or state taxes that may be imposed upon PDC on the basis of net corporate income.

10. Use of Software; Updates. You may only use the Software in compliance with this Agreement and the Documentation. PDC may issue Updates or revisions to the Software and bulletins or advisories concerning use of the Software (see also, "Updates" in the ESP). Your failure to implement such PDC-provided Updates or revisions within 90-days of PDC providing same to you will constitute a material breach of this Agreement, giving PDC the right to terminate the License for cause and/or to withhold further Service and Support, and you hereby agree to indemnify and hold PDC and the IAED harmless from and against any damages and liabilities that may arise from failure on your part to implement such Updates (see also, ESP Section titled "Unsafe Practices"). Updates to the Software received by you from PDC shall be covered as "Software" under this Agreement, as provided above, in the section of this Agreement entitled "Software." An exception to this general rule is provided immediately below with respect to refunds, in the section entitled "Limited Software Warranty."

11. Limited Software Warranty. PDC warrants that if the Software does not materially conform with its descriptions in the Documentation and PDC's published specifications, and if you report in writing to PDC within 30 days after delivery of the Software to you any material failure of the Software to so conform with the Documentation or specifications, then PDC will, at its sole option, and at no cost to you, either: *(a) remedy the failure or provide a reasonable work-around solution; or (b) offer to refund License Fees and any pre-paid fees for ESP that have been received by PDC for the non-conforming Software*. The refund offer does not apply to free Software Updates provided by PDC under this Agreement. If a refund is offered, you will have 20 days from the date of the offer to either accept the refund or accept the Software "as-is." If you elect to accept the Software as-is, then PDC's warranties will be deemed satisfied and this Agreement will not terminate. If you accept the refund offer, you must return the Software to PDC within 20 days of the date of the offer; the License will terminate; and you must certify in writing to PDC that you have not retained in your possession or control, any copies of the Software and that you have not transferred or disclosed any Software to any third party. Then PDC will refund to you the License Fee and any prepaid ESP Fees received by PDC from you hereunder. THIS SHALL BE YOUR SOLE AND EXLUSIVE REMEDY AND PDC'S SOLE AND EXCLUSIVE LIABILITY WITH RESPECT TO ANY BREACH OF THIS WARRANTY.

12. Inspection. PDC may, from time to time and at its own expense and option, inspect your facilities and records to audit your compliance with this Agreement. Although not obligated to do so, PDC may inform you of any improper, unauthorized or unsafe usage of the Software. If you are informed of any such misuse of the Software and fail to correct it to PDC's reasonable satisfactio within 30-days of written notice from PDC, then PDC may terminate the License. In addition, if you develop, market, or otherwise a competing or alternative dispatch product, you expressly authorize PDC to enter your facilities to inspect and evaluate the compet or alternative product to determine if any of PDC's intellectual property or intellectual property rights are being violated.

13. DISCLAIMER OF OTHER PDC WARRANTIES. PDC MAKES NO WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. EXCEPT FOR THE LIMITED WARRANTY, SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. PDC DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. PDC DOES NOT WARRANT THAT THE SOFTWARE OR DOCUMENTATION WILL SATISFY YOUR REQUIREMENTS OR THAT THEY ARE WITHOUT ERROR, OMISSION, DEFECT OR DEFICIENCY, OR THAT THE OPERATION OF SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

14. LIMITATION ON PDC LIABILITY. THE AGGREGATE LIABILITY OF PDC ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SOFTWARE, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER CONTRACT, WARRANTY, TORT, STRICT LIABILITY, MALPRACTICE, INDEMNITY, AND/OR OTHERWISE, AND WHETHER OR NOT ARISING IN WHOLE OR IN PART FROM PDC'S FAULT, NEGLIGENCE, STRICT LIABILITY, OR PRODUCT LIABILITY, SHALL NOT EXCEED THE AMOUNT OF THE SOFTWARE LICENSE FEE PAID BY YOU TO PDC DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM. PDC SHALL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF PDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PDC SHALL NOT BE LIABLE TO ANY THIRD PARTY FOR ANY CLAIM, LIABILITY OR DAMAGES RESULTING FROM OR RELATING TO YOUR USE OF THE SOFTWARE OR ANY RELIANCE THEREON. PDC IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF THE SOFTWARE OR OTHER COMPUTER PROGRAMS, FAILURE OF THE SOFTWARE TO OPERATE WITHOUT INTERRUPTION, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, OR THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM. THE OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES OF PDC ARE NOT PARTIES TO THIS AGREEMENT AND SHALL HAVE NO LIABILITY RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER. EXCEPT FOR THE LIMITED WARRANTY, PDC MAKES NO WARRANTY CONCERNING THE SOFTWARE, AND PDC SHALL NOT OTHERWISE BE LIABLE FOR ANY NONCONFORMITY IN THE SOFTWARE OR IN THE PDS. FOR THE SAKE OF CLARIFICATION, IT IS UNDERSTOOD BY YOU THAT PDC DOES NOT

GUARANTEE, NOR INDEMNIFY, NOR SHALL PDC HOLD ANY PARTY HARMLESS TO ANY USE OF OR RELIANCE UPON THE DISPATCH PROTOCOLS CONTAINED IN THE SOFTWARE.

15. RESPONSIBILITY. IT IS YOUR RESPONSIBILITY TO EXAMINE AND TEST THE SOFTWARE AFTER IT IS DELIVERED TO YOU TO DETERMINE IF IT IS ACCEPTABLE TO YOU AND ADEQUATE AND SAFE FOR YOUR NEEDS AND USES. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR YOUR USE OF AND RELIANCE ON THE SOFTWARE. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE ESP, AND THAT THE LICENSE IS CONDITIONED ON YOUR REPRESENTATION TO PDC THAT YOU HAVE ACCEPTED AND AGREE TO BE BOUND BY THIS AGREEMENT AND THESE PROVISIONS AND DISCLAIMERS.

16. ALLOCATION OF RISK. THIS AGREEMENT DEFINES A MUTUALLY AGREED-UPON ALLOCATION OF RISK, AND THE FEES PAYABLE HEREUNDER REFLECT SUCH ALLOCATION OF RISK.

17. Termination. Either party may terminate this Agreement as set forth elsewhere herein, or based upon a breach of this Agreemer by the other Party which is not cured within 30-days of written notice thereof. This Section 17 shall not limit the relief, remedies ar damages to which the non-breaching party may be entitled. You may also terminate the Agreement by returning the Software to PD at any time, subject to the decommission process below. Upon any termination of the Agreement, you must, within 15-days of termination, cease using the Software and return it to PDC, together with any Software-related products provided to you by PDC hereunder and any copies created by you, and a written certificate that you have not retained and no longer control access to any copies of any of the Software, and that you have not transferred or disclosed any of the same to any third party.

(a) Decommission Process. Decommissioning of the PDS can be very extensive. Customer shall contact PDC at least 90-days before Customer plans on using an alternative dispatch product. At that point, PDC shall provide Customer with more detaile information regarding the decommission process. Part of the Decommission process will involve collecting all PDC intellectual Property and exporting PDS data in a format that will give Customer access to historical records. In order to successfully decommission the PDS, Customer understands that PDC will come on site at their location and Customer must provide a dedicated person (generally an I.T. person) to PDC to allow for the successful decommissioning of the PDS. After the decommission process, any PDC products, intellectual property, or materials found shall be immediately forwarded to PDC.

18. Disputes.

(a). United States. If Customer is located or conducts its main business operations in the United States of America (including territories), this Agreement shall be governed in all respects by the laws of the State of North Carolina, United States of America. Any litigation or arbitration between the parties shall be conducted exclusively in a state or federal court of competent jurisdiction in North Carolina, and their respective courts of appeal. The prevailing Party in any dispute arising out of or relating to this Agreement will be entitled to receive all reasonable expenses of litigation or dispute, including, without limitation, attorney fees.

(b) Outside of United States. If Customer is located outside the United States of America (including territories), this Agreement shall be construed in accordance with the laws of the State of North Carolina, United States of America. Any dispute or difference of any kind whatsoever arising out of or in connection with this Agreement, including any questions in connection with the existence, construction, interpretation, validity, termination or implementation of this Agreement, shall be referred to and finally settled in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce then in effect. The arbitration shall occur in the United States of America. The arbitration tribunal shall be composed of three (3) arbitrators. The Parties each hereto shall be entitled to appoint one (1) arbitrator and the third arbitrator shall be selected by the other two arbitrators. The place of arbitration shall be in the United States of America, and the arbitrators shall apply the law of the State of North Carolina, United States of America to all issues in the dispute. The language to be used in any arbitration proceedings shall be English. Any award made by the arbitration tribunal shall be final and binding on the Parties and shall be enforceable in any country which is a signatory to the 1958 New York Convention. No arbitration of any dispute or difference shall commence unless the Parties have attempted in good faith to settle the same amicably within sixty (60) days after the date of a written notice of arbitration by one Party hereto to the other Party, which notice shall describe generally the nature of the dispute. The costs of arbitration shall be borne by the losing Party. The prevailing Party in any dispute arising out of or relating to this Agreement will be entitled to receive all reasonable expenses of litigation or dispute, including, without limitation, attorney fees. When any dispute occurs and when any dispute is under arbitration except for the matters under dispute, the Parties shall continue to fulfill their respective obligations (and shall be entitled to exercise their rights) under this Agreement.

19. Export Controls. You warrant and certify the Software will not be exported, re-exported or otherwise made available by you to any country, entity, or individual in violation of any U.S. laws or regulations.

20. Assignment. You may not assign or in any way transfer the License, this Agreement, or your rights hereunder without the prior, written consent of PDC. PDC may assign or transfer this Agreement to any third party who acquires substantially all of its intellectual property in the Software.

21. Severability. In the event that any provision in the Agreement is invalid, unenforceable, or in conflict with applicable law, then such provision shall be construed, limited, and narrowed to the extent necessary to make the provision valid, enforceable, and in compliance with applicable law. This may include the incorporation of exceptions into the provision, if necessary. Other provisions of this Agreement shall not be affected thereby.

22. Government End Users. A "U.S. Government End User" shall mean any agency or entity of the government of the United States. The following shall apply if Licensee is a U.S. Government End User. The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R.

227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein. The Software (including related documentation) is provided to U.S. Government End Users: *(a) only as a commercial end item; and (b) only pursuant to this Agreement.* With respect to end-users that are of any other government, similar conditions are likewise agreed upon between the parties, to the effect that Licensee hereby acknowledges that the Software constitutes a pre-existing commercial product developed at private expense and provided to Licensee only in accordance with the terms and conditions of this Agreement and that Customer has no rights not explicitly granted by PDC under this Agreement.

23. Force Majeure. Except for obligations to make payment, neither Party shall be liable to the other for any failure to perform its obligations due to any cause beyond its reasonable control.

24. Entire Agreement. This EULA *(a) represents the entire agreement between the Parties concerning its subject matter; (b) supersedes all prior communications, agreements, understandings, representations and warranties relating to the subject matter of this Agreement; and (c) shall only be amended, cancelled or rescinded by a writing signed by both Parties.* No one is authorized to modify this Agreement or make any warranty or representation or promise which is different than, or in addition to, the provisions, limited warranties, representations and promises specified in this Agreement. Any terms or conditions of any purchase order or other document submitted by you in connection with the Software or Documentation which are in addition to, different from or inconsistent with the terms and conditions of this Agreement are not binding on PDC and are ineffective and non-binding.

25. Construction. This Agreement represents the wording selected by the Parties to define their agreement and no rule of strict construction shall apply against either Party. Whenever the context reasonably permits, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof.

26. Confidentiality. A party during the course of this Agreement may have access to or receive information regarding personnel, materials, data, systems, proprietary information/products, software programs, trade secrets, concepts, know-how, and other information which may not be accessible or generally known to the public. Any confidential or proprietary information/products received by one party from the other party shall be kept confidential and shall not be used, published, divulged, and distributed by the receiving party to any other person or entity without the prior written approval of the disclosing party.

Extended Service Plan ("ESP")

1. Extended Service Plans.

a. **Silver ESP**: Includes 24x7x365 technical support and Updates to the Software within the current version.

b. **Gold ESP**: Includes everything in the Silver package plus Upgrades to the Software and an annual subscription to the Continuing Dispatch Education Series/Advancement Series.

c. **Platinum ESP**: Includes everything in the Gold package plus updated QAGs (Quality Assurance Guides), updated FRGs (Field Responder Guides), Cardsets, and a number of annual site visits. Site visits can be IT, CDE, software training, QA support, ACE application support, or implementation help (the number of site visits is based on the number of Licensed Stations).

d. **NEMA or EMA** (National Enterprise Maintenance Agreement or Enterprise Maintenance Agreement). NEMA or EMA is available for countries, provinces, states, or organizations with multiple call-taking and dispatch centers. Please speak to your PDC representative for mor information.

e. **ESP Miscellaneous**.

i. Client must register as described in Section 2 below.

ii. The annual ESP fees must be fully paid in advance. The ESP period is for one year, and is renewed annually upon continued use of the Licensed Products.

iii. All Licensed Products that a Customer must have the same ESP.

iv. PDC may modify and replace this ESP from time to time and any prior ESP is superseded. The new ESP then becomes the current ESP an is part of this EULA.

v. PDC reserves the right to terminate this Agreement if You are not current on your financial obligations to PDC.

e. **Customer Obligations**:

i. Customer's hardware and operating systems must meet the minimum system requirements provided by PDC.

ii. Customer is solely responsible for any required adjustments or updates to its hardware or operating system software required to accommodate Updates or Upgrades of the Software.

iii. Customer shall ensure availability of its own technical support personnel so PDC can fulfill its service obligations.

iv. When reporting a problem to PDC's technical support, Customer shall provide a complete problem description, along with all necessary documents and information that is available to the Customer and required by PDC to diagnose and resolve the problem. Customer agrees to grant all necessary access to all applicable systems so that PDC can provide appropriate support.

v. Customer shall carry out any instructions on troubleshooting or circumvention as provided by PDC.

vi. Customer is solely responsible for ensuring the compatibility of non-PDC products with PDC products.

Attachment: End_User_License_Agreement (Priority Dispatch System Implementation Agreement)

vii. Customer is solely responsible for ensuring its systems, software, and data are adequately backed up. PDC shall not be liable for any lost data.

viii. Customer shall provide for any other requirements reasonably specified by PDC that relate to the rendition of the services to be met.

ix. As necessary, Customer will permit PDC with remote access to its systems to provide any required or necessary support.

x. If Customer fails to fulfill its obligations outlined in this Section, PDC is entitled to bill its time and effort made necessary by Customer's failure(s) at PDC's currently stated hourly rates.

xi. Computer-Aided Dispatch ("CAD") Integration. Any costs relating to the integration of PDC's Licensed Products and the Customer's CAD system or CRM, or the like, software shall be the responsibility of the Customer. The integration of PDC's Licensed Products and Customer's CAD system must be inspected, tested, and certified by PDC before taking live calls.

2. Updates & New Versions. An important part of PDC's on-going research and development to optimize the effectiveness of the Software is its regular evaluation of the experience, findings and recommendations of licensed Software users in the field; the College of Fellows of the International Academies of Emergency Dispatch ("IAED"); Quality Assurance programs; and of its own, internal research and studies. Consequer to these and other research and development activities, PDC may, from time to time, prepare and release Updates and/or New Versions of the Software. Notifications for Updates and/or New Versions of the Software are sent electronically (via email). In order to ensure receipt of the Software notifications, Client must register at https://support.prioritydispatch.net/int_notification.php. You acknowledge that failure to register may result in You not receiving urgent and vital communications about the Licensed Products. As part of its registration obligation, Client agrees to keep all its registration information current and up-to-date and understands it is solely responsible for ensuring it receives Software notification

a. ***Updates*** When PDC determines that particular improvements, modifications or enhancements may be useful as an Update to the current Version, PDC may issue an Update to licensees who have maintained their online Software notification registration and ESP current as provided herein. Client shall, within 90 days of an Update release from PDC, implement such Update. Client's failure to register for Software notifications and implement Updates, as provided here, would constitute a Breach of the EULA, giving cause for PDC to terminate this Agreement or withhold further Service and Support. Such Updates may be accompanied by instructions for updating the Software. Installation of an Update in accordance with such instructions is not a modification prohibited by the section of the Agreement titled "Use and Protection of the Licensed Product(s) and PDS."

b. ***New Versions*** When PDC determines that substantial revisions to the Software (among other factors) may justify it, PDC may issue a new Version of the Software ("New Version"). PDC may thereafter cease issuing Updates for versions and editions preceding the New Version. Said New Version then becomes the current version and edition of the Software, but is not licensed to you, unless it is part of your ESP plan. In the event New Versions are part of your ESP plan, the New Version shall be governed by PDC's then-current license Agreement. If New Version are not part of your ESP plan then the New Version constitutes a new product that can only be obtained through the purchase of a new license from PDC that is licensed under a new agreement with PDC. During an introductory period licensees who are current in their registration and service plan with the preceding version may be offered, for a reduced fee, a license to use the New Version. The New Version will be governed by PDC's then-current license agreement.

Extended Service will not be available indefinitely after a New Version of the Software is released to replace a prior version. Customers that continue to use prior versions after a New Version has been released are solely responsible for their continued use, and for the results obtained from such continued use, of any prior version. You hereby agree to indemnify and hold PDC and the IAED harmless from and against any damages and liabilities that may arise from your election not to implement any New Version after it has been released.

3. Responsibility. Client assumes full responsibility for ascertaining the suitability of, and for its selection of, the Software, as well as for its installation, implementation and use, and for the results obtained from it. You are responsible for decisions made and actions taken based on the Software. The Software is designed and intended for use by emergency dispatch professionals trained and experienced in the uses and limitations of computer software in general, and more specifically, of the emergency dispatch system(s) the Software is designed for as a quality management tool.

4. Research Data Sharing. In the interests of advancing the state-of-the-art in emergency dispatching through effective use of and improvements to the Software, Client shall, in timely response to PDC's reasonable written requests, provide PDC with copies, on disk or tape, of the data associated with the functioning of the Software. PDC shall use such data in compliance with applicable government regulations and restrictions (including, without limitation, HIPAA in the U.S.), and may use such data for research and development purposes. It will not make any external, public use or release of such research data without the prior written consent of Client. Furthermore, PDC will not request data in a manner that includes any names or personal identifying information or that indicates Client as the source of the data. Additionally, by sharing data with PDC, you allow PDC to share the data with the IAED for the purpose of improving and advancing dispatching.

5. ***Expert System Disclosure***. This expert system is designed for use by Emergency Dispatchers or calltakers (EDs) who have been trained and certified in the use of the PDS and who function in a prescribed PDS quality assurance environment. It is not a novice system. The system design envisions occasions when even the trained ED will have to make a subjective decision regarding a caller's response and make the most correct selection from the list of choices presented. The design of this system incorporates current professional and logic accuracy. Of necessity, however, it also reflects some subjective opinions of professional experts and programmers with which others may reasonably disagree. The system and its necessary maintenance components must be considered and approved by local control entities and ED agency administration, prior to implementation and on-line use by trained EDs. The system also envisions that, when appropriate, trained EDs will have the option of "overriding" a system-recommended choice for enhanced patient safety and that they will choose the "most appropriate" telephone treatment options from available menus. New information may change the complexion of the emergency during the call as EDs validate caller responses or treatment. This system allows the trained ED to "reconfigure" response levels based on new information. With the foregoing in mind, this system cannot reasonably be expected to predict exact outcomes or unerring ED performance in all cases. The designers recommend that quality assurance mechanisms be put in place that include review of each of these "special choice" situations for ED correctness and consistency. This system cannot, under this license, ever be used by non-IAED-certified individuals. Failure to maintain an adequate number of certified personnel will void this license and all materials covered hereunder must be immediately returned.

6. ***Modification of Software, Cards, or PDS***. Other than as specifically provided in this ESP, you shall not modify, change, or alter the PDS Protocols or anything on the Software, Cards, or PDS without the prior, express, written consent of PDC. This ESP outlines the scientific process of protocol modification, which is performed by the College of Fellows of the IAED (see sections titled "Changing the PDS" and "Accepted Process for PDS Modification" in this ESP). Implementation of Updates, as provided in the section of this ESP titl

New Versions," qualifies as a modification, change, or alteration with PDC's express, written, prior consent. Any unauthorized change made, and/or implemented in the Software, Cards, or PDS by the Client is a material Breach of this EULA, giving cause for PDC to terminate this Agreement or withhold further Service and Support.

7. ***Derivative Products***. In the event any PDS client creates, knowingly or unknowingly, any derivative product of the PDS, such derivative product shall be owned by PDC and its use must be discontinued and the derivative (including all copies or drafts of such work) sent to PDC within 10 days of PDC's written request to do so.

8. ***Customization of Responses***. Authorized customization of the PDS consists of matching Priority Dispatch Determinant levels (A, B, C, D) with locally determined response capabilities of equipment and professional personnel. This is limited to additions to the blank "Response" section (bottom right) of all protocols. The responses to be inserted in said "Response" section are determined solely by the licensed client. Local ED authorities are authorized and within their license rights to so add responses to the specified bottom right section of the relevant cards, without any requirements to either notify PDC or to coordinate these particulars with PDC (unless required to do so by separate consulting agreement), and PDC bears no responsibility or liability for actual local responses selected or used. Additionally, the IAED allows the designated local law enforcement administrator, or their designee, to edit current Critical EPD Information (CEI) text to better address locally defined performance expectations. Adding CEI text shall preserve the intent of the original CEI and vary only by providing more specific instructions for actions EPD's should take. CEI text shall meet or exceed the standard of practice in law enforcement and neither PDC nor the IAED bears any responsibility or liability for CEI text used and relied upon.

a. **Documentation**. The approval and customizations above are generally finalized and documented through Dispatch Review Committee and Dispatch Steering meetings. It is your responsibility to ensure sign off signatures and authorizations are obtained on record in writing, and that all ED personnel are training in their proper use.

9. ***Changing the PDS***. All written text and printed materials in the PDS, including, without limitation, Interrogation Questions, Dispatch Determinants, Pre-Arrival Instructions, Post-Dispatch Instructions and Additional Information are integral to the PDS. Licensed clients are NOT AUTHORIZED TO MAKE CHANGES TO THE PDS. Changes are made only by the Accepted Process specified in the section of this ESP titled "Accepted Process for PDS Modification." This is based on the following:

a. Implementation and Familiarity with the PDS. The PDS has been in continuous field use since 1978, during which time it has been regularly enhanced through more than 13 major revisions for New Versions. It is not prudent for any client to consider recommending system changes prior to gaining the practical experience and perspective of implementing the PDS and running it "as is" at a demonstrated rate of high dispatcher compliance.

b. Total Quality Management. A Quality Improvement and Management Program is required. Key elements shall include:

i. As with other aspects of a sound emergency dispatch program, a qualified emergency service professional must be engaged as ED Director. Depending upon the requirements and resources of the professional emergency service system, this may be a part-time or a full-time position. In either case, the ED Director must be empowered with control over professional policies, procedures and decisions in the system. The ED Director must be regularly involved at all levels, particularly at the "front line" level where the EDs handle the calls for ED help. This helps even an experienced ED professional to become functionally "dispatch literate." The ED Director should also attend activities of the Quality Assurance committees and personnel, and evaluate and guide their performance. It is highly recommended that any ED Director who has not already participated in an IAED Executive Certification Course, do so before the end of the 6-month implementation period. This is required for eventual IAED Dispatch Center accreditation.

ii. **PRIORITY DISPATCH SYSTEM STEERING and REVIEW COMMITTEE(S)**: One or more committees shall be established to set policy and review performance of ED operations with the PDS. The ED Director must participate in all material decisions by these committees and must be included as a signatory on any policy or procedural determinations made by such committees. A PDS Steering and Review Committee must be established and meet at least quarterly to review, evaluate, and approve the application of policies or procedures affecting PDS operations.

iii. **CERTIFICATION***:* It is required that all EDs utilizing the PDS be certified by the IAED and strongly recommended that all system administrators, managers, and supervisors be certified in the IAED 1-day National Executive Certification Course. The PDS shall not under any circumstances be used by untrained or uncertified individuals. The PDS is not intended to be quality assured or supervised by untrained or uncertified individuals.

iv. **CONTINUING DISPATCH EDUCATION ("CDE")***:* All EDs utilizing the PDS must participate in a structured CDE program that provides necessary relearning, familiarization, and updating with the evolving science of the PDS. At a minimum 12 hours per year must be devoted to CDE to ensure proper recertification by IAED.

v. ***DISPATCHER PERFORMANCE EVALUATION AND PROTOCOL COMPLIANCE****:* It is required that EDs closely comply with the PDS interrogation, prioritization coding, and scripts. To this purpose, the Quality Improvement and Management Program must include continuous case review and evaluation according the IAED's Center of Excellence minimum performance requirements, which are available on its website. EDs not complying must be officially notified of the findings, retrained, and, if necessary eventually disciplined. Non-compliance to the PDS has been demonstrated to significantly decrease its effectiveness and safety and shall not be tolerated by managers and employers. In the interest of public safety, the protocol must be followed.

vi. **ACCREDITATION**: It is strongly recommended that all dispatch agencies utilizing the PDS achieve the operating performance standards required for Accreditation by the IAED.

10. ***Accepted Process for PDS Modification***. In 1988, the IAED was formed as a scientific professional organization for Emergency Dispatching. Within the Academy's structure exists the College of Fellows — a select group of professional dispatch, public safety and emergency experts that has adopted the following mission statement: "To conduct an on-going review of the current standards of care and practice in Emergency Dispatch and evaluate the tools and mechanisms used to meet or exceed those standards."

THROUGH A DEFINED PROCESS, THE FELLOWS REVIEW RECOMMENDED REVISIONS AND IMPROVEMENTS TO THE PDS IN A TIMELY, ORGANIZED WAY. THE ONLY AUTHORIZED METHOD OF PDS PROTOCOL CHANGE IS BY THIS ESTABLISHED SCIENTIFIC METHOD OF THE COLLEGE OF FELLOWS.

Individual licensed clients are not allowed to change or modify any pre-printed text or color coded portion of Cards or Software unless authorized to do so by PDC, as agent of the IAED College of Fellows. All licensed clients are encouraged to share their significant recommendations, discoveries and data with the College in writing (see section titled "Research Data Sharing" in this BSP). By this scientific method, knowledge of the PDS can be unified and new improvements shared by all licensed clients.

11. ***Unsafe Practices.*** Unlike the authorized modifications specified above, no other modification or customization of the Software, Cards or PDS is authorized or allowed under this License. Any modification or mis-use of the Licensed Product(s) – i.e., a use not spe

authorized in this written Agreement – must be considered unsafe unless and until it has been formally approved through the Academy's scientific process referred to above. Unauthorized modifications to or changes of or misuse of the Licensed Product(s) would constitute material breaches of this Agreement and give cause for PDC to terminate it and to discontinue support hereunder. Because unauthorized modification, change and/or misuse of the Licensed Product(s) are expressly not allowed, you are solely responsible for any and all results of any such unauthorized modification, change or mis-use, and you hereby agree to indemnify and hold PDC and the IAED harmless from and against any damages and/or liabilities that may arise from any such breach of this Agreement by you. An example of an unsafe practice would include (but not be limited to) the following: The modification or responses to incorporate a "no-send" or "referral" option is not authorized by this License. Such practices may only be authorized under a special "Omega" Software License from the IAED. Any implementation of any such modifications without such an Omega License is an unsafe practice and must not be undertaken. Interested Licensees should contact the IAED to pursue any contemplated modification. In addition, the use of the software, protocols, and training materials by non-IAED-certified individuals is considered to be an Unsafe Practice and is not allowed under this license agreement.

a. **CLIENT NOTIFICATION OF ANY UNSAFE PRACTICE(S) AND ITS REMEDIES**. The Licensor may at any time for any activity it deems as an Unsafe Practice, notify the Client to cease and desist such practices(s), and may, at the Licensor's sole discretion, grant a timeframe for such remedies to occur. Reasonable consideration of sincere proposed processes or attempts by a Client so notified to effect remedies will not be unreasonably withheld. It is the sole right of the Licensor to invoke an immediate revocation of this license and the return of all licensed products if the Unsafe Practice is egregious enough to pose a risk to the public safety. Additionally, this EULA authorizes PDC or the IAED to contact applicable city, county, state, or national leaders or officials to inform them of any performance issues, threats to the safety of the public, or the like.

12. ***International Dispatch Coding System***. The Determinant (and sub-determinant) codes represent the only widely accepted dispatch coding system in the world. A unified coding system provides for uniform training, use, data collection, data sharing, and comparative scientific study. This coding system may not be modified in any way not authorized in this EULA. As provided above, in the section of this ESP titled "Customization of Responses," however, it is the licensed client that selects the type of response, whatever it may be, to be generated by any particular code (e.g.,10-D-1). In this way, the coding system remains intact while allowing the client full discretion in establishing the local responses "attached" in parallel to these codes.

13. ***Standard of Care and Practice***. Since 1978, PDC and its originators, have been the principal contributors to the establishment of safe professional standards for Emergency Medical Dispatch (and subsequently, Police and Fire Dispatch) care and training. PDC's Priority Dispatch Systems, as well as its ED training and certification programs, meet or exceed every applicable standard known to PDC. Through substantial commitments of expertise and other valuable resources to basic and applied research, development, quality improvement, dispatch liability, and risk management, PDC is dedicated and determined to continue setting the standard in ED. In the opinion of some medical-legal experts, when the current Version of the PDS is properly used by IAED-Certified ED professionals, the current standard for emergency dispatch has been met, and the most reasonable actions for both callers and responders have been taken by the ED center.

14. ***Dedicated Legal and Consultative Support***. Priority Dispatch Corp. is available for ED system evaluations, ED case reviews, and expert opinion and witness services to currently registered licensed clients of the PDS who have are using the Newest Version, and to their professional staff of EDs and ED instructors who have been trained, then certified through the IAED and maintained their IAED certifications current. PDC's professional staff will vigorously defend proper use of the PDS by professionally trained EDs against charges of dispatch negligence that may arise. All such services are available at PDC's then-current fee schedule for such licensed client services.

15. ***National Q Services*.** National Q is a quality assurance service provided by PDC. In the event Customer utilizes National Q, the following shall apply:

a. **Pre-National Q**: Customer understands that they and PDC shall have the following meetings before starting the QA services:

i. Stakeholders Meeting – overview of the system and process for directors, chiefs, and upper administration.

ii. QA/QI Meeting – Analysis of current system with current Customer QA staff

iii. Protocol Refresher Meeting – overview of Protocol and QA for dispatch staff

b. **National Q Technical Process**:

i. Customer will allow PDC to have remote server access using SecureLink® software to a dedicated physical or virtual workstation configured with AQUA®, ProQA® Admin Utility, XLerator ®, and the Customer's audio logger/recorder.

ii. CAD (Computer Aided Dispatch), RMS (Record Management System), JMS (Jail Management System), and NCIC (National Crime Information Center) should not be accessible on this dedicated physical or virtual workstation.

iii. PDC will audit calls remotely using SecureLink. An additional AQUA® software License per discipline will be provided by PDC for the National Q Reviewer's access for the term of contract, along with an accompanying voice logger integration license.

iv. Customer understands that they must always update to the latest version of AQUA.

v. If there is a Customer related issue (technical or otherwise) that prevents the National Q Reviewer from reviewing cases, including providing the associated reporting, PDC will only be responsible for two weeks of case review volume from the date the issue is resolved looking backward, and case review going forward.

c. **Quality Assurance Process**:

i. QA shall be done according to the IAED standards for Accreditation (http://www.emergencydispatch.org/standards_for_accreditation).

ii. Customer will receive weekly completed QA cases in AQUA based on the National Q timeline established by the parties. This will allow Customer to give appropriate and timely feedback.

iii. Customer must identify an individual to provide case review feedback to dispatchers as provided to them by the National Q reviewer. This individual must be certified by the IAED as an ED-Q. Customer's contact person (ED-Q) will work directly with the National Q representative. The Customer's ED-Q will provide any quality improvement feedback and training to Customer's dispatchers/calltakers based on the feedback they receive from the National Q Reviewer. In other words, the customer ED-Q will work with Customer's dispatchers/calltakers to help them understand structured protocol utilization, address protocol compliance and performance improvement requirements to become a more effective dispatcher/calltaker.

iv. In order to ensure the integrity of the QA Service, any feedback provided by the Customer's ED-Q to its dispatchers/calltakers shall not be contrary or inconsistent with the National Q Reviewer's audit and comments. If the ED-Q does not understand or agree with the National Q review of the call or believes a mistake or miscommunication has occurred the ED-Q should inform the

Attachment: End_User_License_Agreement (Priority Dispatch System Implementation Agreement)

dispatcher/calltaker that they will research the issue and contact the National Q representative, so a resolution can be made through the appeals process. Once it has gone through the appeals process the decision is final.

16. *Definitions.* This section contains more detailed definitions of certain terms used in this EULA

"Cards"
The manual version of a PDS in the form of printed reference cards or in the form of electronic tablets provided by PDC to Client under this EULA.

"Client," "Customer", "Agency," "Licensee", "You","you" or "your"
The end user licensed to use the licensed Software under the Agreement. This is the end user who enters into the Agreement with PDC.

"certification" and "recertification"
When used in this agreement, certification and recertification mean specifically by the IAED.

"ED", Emergency Dispatch and/or Emergency Dispatcher.
These terms are basic to expanded definitions of Police, Fire and Medical Dispatch and/or Dispatcher, by adding the letters "P", "F" and/or "M", respectively; as in "EPD", "EFD' and/or "EMD", respectively.

"PDS", Priority Dispatch System.
These terms are basic to expanded definitions of Police, Fire and Medical Priority Dispatch Systems, by adding the letters "P", "F" and/or "M", respectively; as in "PPDS", "FPDS' and/or "MPDS", respectively. For purposes of this EULA, a reference to PDS also includes a reference to MI FPDS, and/or PPDS.

"Update"
An Update represents a collection of improvements, modifications, or enhancements to the Cards, Software or PDS within a Version (as this latter term is defined below). Generally, Updates are provided to all currently licensed and registered licensees under a n Extended Service Plan with PDC. An Update is designated by the number to the right of the decimal point in the release number of a Software release (e.g., Release 12.2 would an Update from Release 212.1). A Version may include a plurality of Updates (e.g., 11.1, 11.2 and 11.3 would be separate Updates within Version 11).

"Version"
A version of the Software constitutes the combination of the Software and/or Cards for a particular PDS. A Version is designated by the version number assigned by PDC to the left of the decimal point in the release number of a Software release (e.g., Version 11 of the Software is designated by 11.x; and the next new Version would be designated with 12.x). A New Version means, for example, going from 12.2 to 13.0 or in other words increasing the number to the left of the decimal point.

17. Additional PDC Products. Beyond the products and services discussed in this EULA, PDC also provides additional products/services to the Customer including, but not limited to, Field Responder Guides, Quality Assurance Guides, and Send Cards. As applicable, terms of this EULA also apply to the additional products and services provided by PDC to the Customer.

APPROVED AS TO FORM
04-27-21
County Attorney

Attachment: End_User_License_Agreement (Priority Dispatch System Implementation Agreement)

DAVIE COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: May 3, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:
Closed Session Item Pursuant to NC GS 143.318,11(A)(5) to Establish, or to Instruct the Public Body's Staff or Negotiating Agents Concerning the Position to be Taken by or on Behalf of the Public Body in Negotiating (I) the Price and Other Material Terms of a Contract or Proposed Contract for the Acquisition of Real Property by Purchase, Option, Exchange, or Lease; or (Ii) the Amount of Compensation and Other Material Terms of an Employment Contract or Proposed Employment Contract.

BACKGROUND/PURPOSE OF REQUEST: Closed Session Item Pursuant to NC GS 143.318,11(A)(5) to Establish, or to Instruct the Public Body's Staff or Negotiating Agents Concerning the Position to be Taken by or on Behalf of the Public Body in Negotiating (I) the Price and Other Material Terms of a Contract or Proposed Contract for the Acquisition of Real Property by Purchase, Option, Exchange, or Lease; or (Ii) the Amount of Compensation and Other Material Terms of an Employment Contract or Proposed Employment Contract.

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: May 3, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:
Closed Session Item Pursuant to 143-318.11(A)(3) to Consult with an Attorney Employed or Retained by the Public Body in Order to Preserve the Attorney-Client Privilege Between the Attorney and the Public Body.

BACKGROUND/PURPOSE OF REQUEST: Closed Session Item Pursuant to 143-318.11(A)(3) to Consult with an Attorney Employed or Retained by the Public Body in Order to Preserve the Attorney-Client Privilege Between the Attorney and the Public Body.

FISCAL IMPACT: n/a

COUNTY MANAGERS; RECOMMENDATION:
<County Manager Comments Here>

ATTACHMENTS: