

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



Interim County Manager
Michael M. Ruffin
Commissioners Meeting Room
123 South Main Street
Mocksville, NC 27028
March 7, 2022 6:00 PM

MINUTES
Regular Meeting

1. Meeting Called to Order - Chairman Blakley

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

4. Ethics & Conflicts Disclosure

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

5. Adopt Agenda

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

6. Public Comment Period

Julie Whittaker - spoke about mental health issues - she has a list of questions she would like answered. She also would like for there to be an Advisory Board to report on how effectively Partners is working here in Davie County. Ms. Whittaker feels there needs to be a voice for these people who cannot speak for themselves. She would also like to see various policies in place on how quickly issues are responded to, etc.

There were no other citizens who spoke.

1. Public Comment Period Rules

7. Presentations

There was one Presentation this evening:

Partners Update - Partners Behavioral Health Management - Jackie Copeland - Mr. Copeland is the Regional Director for Community Operations. He mentioned Partners has been busy trying to meet the needs of Davie County. Mr. Copeland offered a brief presentation. He mentioned it was day 125 since Partners has been serving Davie County. They have been working in Davie County since 11/1/2021. They focus on engaging the family and working with County departments. There is a 15.9% penetration rate (state average 14.5%). They serve Medicaid recipients and state funded recipients. 92 calls were received from individuals via the access to care line. 47 members have been served via Innovations. Unfortunately, there are 75 individuals who are registered but have unmet needs (not enough funding for services needed). Partners is engaging with the community to improve crisis services; Partners has helped to address the opioid addiction issue; they want to work collaboratively and proactively with Davie County.

1. Partners Update -- Regional Director Jackie Copeland

8. Public Hearings

There were three (3) Public Hearings this evening:

1) Zoning Text Amendment 2022-01 - Director, Development and Facilities Services, Andrew Meadwell presented the Amendment request in which the Board will review a text amendment to the Zoning Ordinance in sections 155.125, 155.260, and 155.281 regarding table of uses, definitions and permit choice.

The Public Hearing was opened at 6:44 p.m. County Attorney, Ed Vogler, read the rules to speak during the Public Hearing. No one came forward to speak. The Public Hearing was closed at 6:45 p.m. Commissioner Jones made a motion to approve the amendment with the following statement: the amendment promotes public health, safety and general welfare; is consistent with all applicable adopted plans and considers the action to be reasonable and in the public interest; that said approval furthers the goals, objectives, actions and policies of the Land Development Plan and Growth Enhancement Strategy by clarifying permitted public uses, permit choice and definitions for vested rights. Commissioner Poindexter seconded the motion. All were in favor, and the motion passed 5-0 (Blakley, Renegar, Finney, Jones, Poindexter).

2) Zoning Text Amendment 2022-02. George Johnson III c/o Laura Mathis - Meadwell spoke about this amendment and stated

George Johnson III c/o Laura Mathis has applied to rezone approximately 2.57 acres consisting of three tracts from Residential-12 (R-12), Residential 20 (R-20) and Quality Design Overlay (R-12, R-20, QD-O) to Neighborhood Business, Quality Design Overlay (N-B, QD-O). The subject properties are located at 1832 Farmington Road. The properties are further described as Davie County Tax Parcels C500000107, C500000109 and C500000111.

The Public Hearing was opened at 6:48 p.m. County Attorney, Ed Vogler, spoke about the rules for the public hearing. Laura Mathis came forward and is available to answer questions. Ms. Mathis stated they are using the Johnson house and opening it up to the community which has a

direct link to the Farmington community. She stated most of the family lives out of state. They want to share the house with the community; they are trying to preserve the lots; they wish for the property to remain agricultural as possible. No one else came forward to speak. The Public Hearing was closed at 6:54 p.m.

Commissioner Jones made a motion that the following statement be adopted in support of a Motion to Approve;

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

1. A portion of the property is designated commercial on the 2019 plan.
2. The Comprehensive Plan policy goals to encourage planned development that mimics the existing architectural aesthetic of nearby land uses, ensures internal and external walkability and bikeability connections and complements nearby residential land use.

3. The property is indicated as a secondary growth area on the Growth Enhancement Strategy map within the Comprehensive Plan.

Therefore, we find this zoning amendment is reasonable and in the public interest because it supports the

Comprehensive Plan policies and maps above and because:

1. The property's location on Farmington Rd and near the NC HWY 801 intersection.
2. The property's location near other commercially zoned property and nonresidential uses such as the community center and church.

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

3) Voluntary Agricultural District and Enhanced Voluntary Agricultural District Ordinance - Eddie Leagans, Marsha McGraw and Henry Walker came forward to speak about this ordinance. They mentioned there is a need to update the ordinance due to changes to legislation at the State level. The last time the ordinance was updated was in 2021. The Agricultural District exists to promote agricultural values in Davie County. There are 56 designated farms with over 6693 acres in Davie County. They stated agriculture is the biggest revenue generator in the State of North Carolina.

The Public Hearing was opened at 7:03 p.m. County Attorney, Ed Vogler, read aloud the rules to speak during the public comments portion. No one came forward to speak and the Public Hearing was closed at 7:04 p.m.

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

1. Zoning Text Amendment 2022-02

2. Zoning Map Amendment 2022-02. George Johnson III C/O Laura Mathis
3. Public Hearing - Voluntary Agricultural District and Enhanced Voluntary Agricultural District Ordinance

9. Consent Agenda

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

A. Approval of Minutes

1. Board of Commissioners - Regular Meeting - Feb 7, 2022 6:00 PM
2. Board of Commissioners - Special Called Meeting - Feb 16, 2022 3:00 PM
3. Closed Session Minutes 02/07/2022 & 02/16/2022

B. Tax Reports, Releases and Refunds

1. Tax Reports, Releases, & Returns - March, 2022

C. Appointments

1. 3929 : Board Appointment - Davie County Aging Services Planning Committee - Gena Taylor, Dub Potts

D. Budget Amendments/Transfers

1. Budget Amendments for March 2022

E. Contracts

1. Interlocal Agreement - Town of Mocksville - Sewer Agreement Revision
2. Partners Lease Agreement
3. Audit Contract for FY 2021-2022

F. Proclamation

1. Proclamation - 50Th Anniversary of the National Senior Nutrition Program

G. Equipment Deletion

1. Deletion of Service Weapon - Glock Model 17
2. Library Copier Deletion

H. Surplus Equipment

1. Surplus Equipment - Glock - Award to Retired Lieutenant T Myers

I. Ordinance Enacting Ordinances

1. Ordinance Enacting and Adopting a Supplement to Code of Ordinances

J. Bad Debt Write-Offs

1. 2021 Bad Debt Write-Offs

10. New Business

There was no New Business discussed this evening.

11. Old Business

Vote on Senate Bill 300- Decriminalization of Certain Ordinances - Ed Vogler, County Attorney - Vogler mentioned there was a public hearing held in February in reference to laws changed in Raleigh as part of Senate Bill 300. Vogler met with the Sheriff and reviewed the ordinances to determine and designate which ordinances will be and will not be deemed criminal. Vogler stated the vote can now be held to adopt the changes as proposed at the last Board of Commissioners meeting.

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

1. Vote on SENATE BILL 300 - DECRIMINALIZATION OF CERTAIN ORDINANCES

12. County Manager's Report

Interim County Manager, Mike Ruffin, stated he has spent the last week doing a lot of listening. He thanked staff for their help in this transition time.

13. Commissioners' Comments

The Commissioners thanked all for the presence at this meeting. Each Commissioner expressed their appreciation for the farms here in Davie County. They thanked staff for their hard work and dedication. They also thanked Mr. Ruffin for stepping in as Interim County Manager and his assistance in helping Davie County find a new manager.

14. Closed Session

A motion was made at 7:17 p.m. by Commissioner Poindexter to enter into Closed Session 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. Commissioner Finney seconded the motion. All were in favor, and the motion passed 5-0 (Blakley, Renegar, Finney, Jones, Poindexter).

A motion was made at 9:07 p.m. by Commissioner Poindexter to enter back into regular session. Vice Chair Renegar seconded the motion. All were in favor, and the motion passed 5-0 (Blakley, Renegar, Finney, Jones, Poindexter).

1. Closed Session Pursuant to NC GS 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

A motion was made by Commissioner Poindexter at 9:09 p.m. to adjourn this evening's meeting. Commissioner Finney seconded the motion. All were in favor, and the motion passed 5-0 (Blakley, Renegar, Finney, Jones, Poindexter).



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

Agenda Item Details:

Date of Meeting: March 7, 2022

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Public Comment Period Rules

BACKGROUND/PURPOSE OF REQUEST: Public Comment Period Rules

FISCAL IMPACT: n/a

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:

Public Comment Period Rules 10052020

PUBLIC COMMENT PERIOD RULES

Revised: October 5, 2020

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

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



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

Agenda Item Details:

Date of Meeting: March 7, 2022

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Partners Update -- Regional Director Jackie Copeland

BACKGROUND/PURPOSE OF REQUEST: Partners Update -- Regional Director Jackie Copeland

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: March 7, 2022

Department: Planning and Development

Resource Person: Amy Flyte

ISSUE/ACTION REQUESTED:

Zoning Text Amendment 2022-02

BACKGROUND/PURPOSE OF REQUEST:

Zoning Text Amendment 2022-01. The Board will review a text amendment to the Zoning Ordinance in sections 155.125, 155.260, and 155.281 regarding table of uses, definitions and permit choice.

FISCAL IMPACT: <Insert Info Here>

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:

DC_BOC_text amend_20220307

PUBLIC HEARING COMMENT PERIOD RULES.2021.BBV4eevdbb-21.09.14



Development & Facilities Services

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

DavieCountyNC.gov



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

NOTICE IS HEREBY GIVEN, pursuant to the requirements of Chapter 160D-602 of the General Statutes of North Carolina and Section 155.251 of the Davie County Code of Ordinances, that the Davie County Board of Commissioners will hold a **Public Hearing** in the Commissioners Meeting Room in the Administration Building located at 123 S. Main Street, Mocksville, NC on **Monday March 7, 2022 at 6:00pm** to hear the following requests:

Zoning Map Amendment 2022-02. George Johnson III c/o Laura Mathis has applied to rezone approximately 2.57 acres consisting of three tracts from Residential-12 (R-12), Residential 20 (R-20) and Quality Design Overlay (R-12, R-20, QD-O) to Neighborhood Business, Quality Design Overlay (N-B, QD-O). The subject properties are located at 1832 Farmington Road. The properties are further described as Davie County Tax Parcels C500000107, C500000109 and C500000111.

Zoning Text Amendment 2022-01. The Board will review a text amendment to the Zoning Ordinance in sections 155.125, 155.260, and 155.281 regarding table of uses, definitions and permit choice.

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

Andrew Meadwell
Planning Department

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**Legal Notice
Affidavit Required
Publication Dates:
February 24, 2022
March 3, 2022**

Attachment: DC_BOC_text amend_20220307 (Zoning Text Amendment 2022-02)





Development & Facilities Services

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MARCH 7, 2022

Text Amendment—Table of Uses, Vested Rights and Permit Choice

Section 155.125 Table of Use Districts

155.260 Definitions

155.281 Zoning Permit Required

Background

The purpose of this text amendment is to permit by right the placement of any government public buildings within all zoning districts. The text amendment includes a definition for substantial commencement of work when determining a vested right and further clarifies the provisions of permit choice.

Proposed text amendment in section § 155.125, 155.260 and 155.281 of the Zoning Ordinance. New text will be **bold red, and underlined**. Deleted text will have a ~~strikethrough~~.

§ 155.125 TABLE OF USE DISTRICTS.

Government											
Use	R-A	R-20	R-12	R-8	R-M	H-B	N-B	C-S	S-P	G-I	H-I
Public buildings, (administrative and service offices).	X	X	X	X	X	X	X	~~X~~	~~X~~	~~X~~	~~X~~
Public safety facilities.	X	X	X	X	X	X	X	~~X~~	~~X~~	~~X~~	~~X~~
Public works and public utilities.	X	X	X	X	X	X	X	~~X~~	~~X~~	~~X~~	~~X~~

VESTED RIGHTS

§ 155.260 DEFINITIONS.

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

APPROVAL AUTHORITY. The County Zoning Board of Adjustments, or other board or official designated by ordinance or this subchapter as being authorized to grant the specific zoning or land use permit or approval that constitutes a site specific vesting plan.

SITE SPECIFIC VESTING PLAN. As follows.

(1) A plan of land development submitted to the county for purposes of obtaining one of the following zoning or land use permits or approvals:

(a) General use district zoning and conditional zoning provided for in § 155.161 as amended.

(b) Special use permits as provided for in § 155.236, county zoning chapter.

(2) Notwithstanding the foregoing, neither a variance, a sketch plan nor any other document that fails to describe with reasonable certainty the type and intensity of use for a specified parcel or parcels of property shall constitute a site specific vesting plan.

ZONING VESTED RIGHT. A right pursuant to G.S. 160D -108 to undertake and complete the development and use of property under the terms and conditions of an approved site specific development plan.

Substantial Commencement. Substantial commencement of work shall be determined by the Planning Director based on any of the following:

(1) The development has received and maintained a valid erosion and sedimentation control permit and conducted grading activity on a continuous basis and not discontinued it for more than thirty (30) days;

(2) The development has installed substantial on-site infrastructure; or

(3) The development has received and maintained a valid building permit for the construction and approval of a building foundation.

(Ord. passed - -; Am. Ord. passed 2-1-21)

§ 155.281 ZONING PERMIT REQUIRED.

No building, sign, or other structure shall be erected, moved, extended, or enlarged, or structurally altered, nor shall any excavation or filling of any lot for the construction of any building or structure be commenced, nor shall any use be established or re-established on a lot, nor shall any use be expanded, enlarged, or intensified until the Planning Director or his/her designee has issued a zoning compliance permit for such activity.

Permit Choice. - If a land development regulation is amended between the time a development permit application was submitted and a development permit decision is made or if a land development regulation is amended after a development permit decision has been challenged and found to be wrongfully denied or illegal, G.S. 143-755 applies. **An application is not considered submitted until the application is considered complete by the Planning Director. If a permit application is placed on hold at the request of the applicant for a period of six consecutive months or more, or the applicant fails to respond to comments or provide additional information reasonably requested by the local or State government for a period of six consecutive months or more, the application review is discontinued and the development regulations in effect at the time permit processing is resumed apply to the application.**

(Ord. passed 5-21-84; Am. Ord. passed 5-16-05; Am. Ord. passed 2/1/21)

Planning Board Recommendation:

The Planning Board heard the request at their February 22nd meeting and voted unanimously to recommend approval (6-0). See attached written recommendation and draft minutes.

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 permitted public uses, permit choice and definitions for vested rights.
- ☐ **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.



Development & Facilities Services

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Written Recommendation from Planning Board February 22, 2022 Meeting

Zoning Text Amendment 2022-01. The Board reviewed a text amendment to the Zoning Ordinance in sections 155.125, 155.260, and 155.281 regarding table of uses, definitions and permit choice.

The Board voted for Approval of the Zoning Map Amendment; (6 in favor and 0 opposed):

The amendment promotes public health, safety and general welfare; is consistent with all applicable adopted plans and considers the action to be reasonable and in the public interest; that said approval furthers the goals, objectives, actions and policies of the Land Development Plan and Growth Enhancement Strategy by clarifying permitted public uses, permit choice and definitions for vested rights.

This reflects the recommendation of the Planning Board.

Attest:

Mariam Wright, Chairman
Davie County Planning Board

Attachment: DC_BOC_text amend_20220307 (Zoning Text Amendment 2022-02)

PUBLIC HEARING COMMENT PERIOD RULES

1. Pursuant to Chapter 153A of the North Carolina General Statutes and Chapter 155 of the Davie County Code of Ordinances, this Board is conducting a public hearing. Due Notice of this public hearing was advertised and ran in a local newspaper with general circulation in the County as required by law.
2. Each person desiring to speak at this public hearing should come forward to the podium, state his or her full name for the Board and then comment on the proposal.
3. Speakers may only speak once per public hearing.
4. The speaker shall address the Board as a whole and shall not ask for any verbal exchange back from the Board. It is not the intent of public comments to require the Board to answer any impromptu questions. There shall be no discussion between the speakers and members of the audience.
5. All speakers are expected to observe the decorum of the Meeting, to be respectful in their language and presentation and to refrain from the use of profanity or shouting or from making disclosures prohibited by the Personnel Act with respect to any County employee. Willful violation of the law or interrupting or disrupting of the meeting can result in criminal charges being brought under N.C.G.S. 143-318.17.
6. All comments by a speaker shall be limited to subject of the public hearing.
7. The speaker must make all presentations from the podium provided and shall not be allowed to physically approach the Board or staff member without the express invitation by the Chair or other designated presiding officer of the Board.
8. In order to conduct public business in an efficient and productive manner, speakers are encouraged to avoid duplicative and repetitive comments.
9. Any applause will be held until the end of the Public Comment Period.
10. This Policy on Public Hearing Comment Period shall be made available to the public thirty (30) minutes before each Public Hearing meeting and shall be placed on the

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



DAVIE COUNTY, NORTH CAROLINA BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: March 7, 2022

Department: Planning and Development

Resource Person: Amy Flyte

ISSUE/ACTION REQUESTED:

Zoning Map Amendment 2022-02. George Johnson III C/O Laura Mathis

BACKGROUND/PURPOSE OF REQUEST:

- A. **Zoning Map Amendment 2022-02.** George Johnson III c/o Laura Mathis has applied to rezone an approximately 1.323 acre tract from Residential-12 (R-12), Residential 20 (R-20) and Quality Design Overlay (R-12, R-20, QD-O) to Neighborhood Business, Quality Design Overlay (N-B, QD-O). The subject property is located at 1832 Farmington Road. The property is further described as Davie County Tax Parcel C500000107.

FISCAL IMPACT: <Insert Info Here>

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:

DC_BOC_rezoning_20220307

PUBLIC HEARING COMMENT PERIOD RULES.2021.BBV4eevdbb-21.09.14



Development & Facilities Services

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

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Zoning Map Amendment 2022-02. George Johnson III c/o Laura Mathis has applied to rezone approximately 2.57 acres consisting of three tracts from Residential-12 (R-12), Residential 20 (R-20) and Quality Design Overlay (R-12, R-20, QD-O) to Neighborhood Business, Quality Design Overlay (N-B, QD-O). The subject properties are located at 1832 Farmington Road. The properties are further described as Davie County Tax Parcels C500000107, C500000109 and C500000111.

Zoning Text Amendment 2022-01. The Board will review a text amendment to the Zoning Ordinance in sections 155.125, 155.260, and 155.281 regarding table of uses, definitions and permit choice.

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

Andrew Meadwell
Planning Department

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**Legal Notice
Affidavit Required
Publication Dates:
February 24, 2022
March 3, 2022**



Davie County
ZONING MAP AMENDMENT 2022-02
George Johnson

Submittal Date
January 4, 2022

STAFF REPORT TO THE BOARD
 March 7, 2022 Meeting Date

Planning Staff
 Amy Flyte

I. REQUEST

To rezone an approximately 2.57 acres consisting of three tracts from Residential 12 (R-12), Residential 20 (R-20), and Quality Design Overlay (R-12, R-20, QD) to Neighborhood Business, Quality Design Overlay (N-B, QD).

II. PROJECT LOCATION

The property is located at 1832 Farmington Road. The property is further described as Davie County Tax Parcel C500000107, C500000109 and C500000111

III. PROJECT PROFILE

DAVIE COUNTY PIN: C500000107, C500000109 and C500000111

ZONING DISTRICT: Residential 12 (R-12) Residential 20 (R-20) Quality Design Overlay (QD)

LAND USE PLAN: Residential, Commercial Mixed Use

WATERSHED: N/A

CROSS REFERENCE FILES: N/A

APPLICANT: George Johnson c/o Laura Mathis

PROPERTY SIZE: 2.57 acres

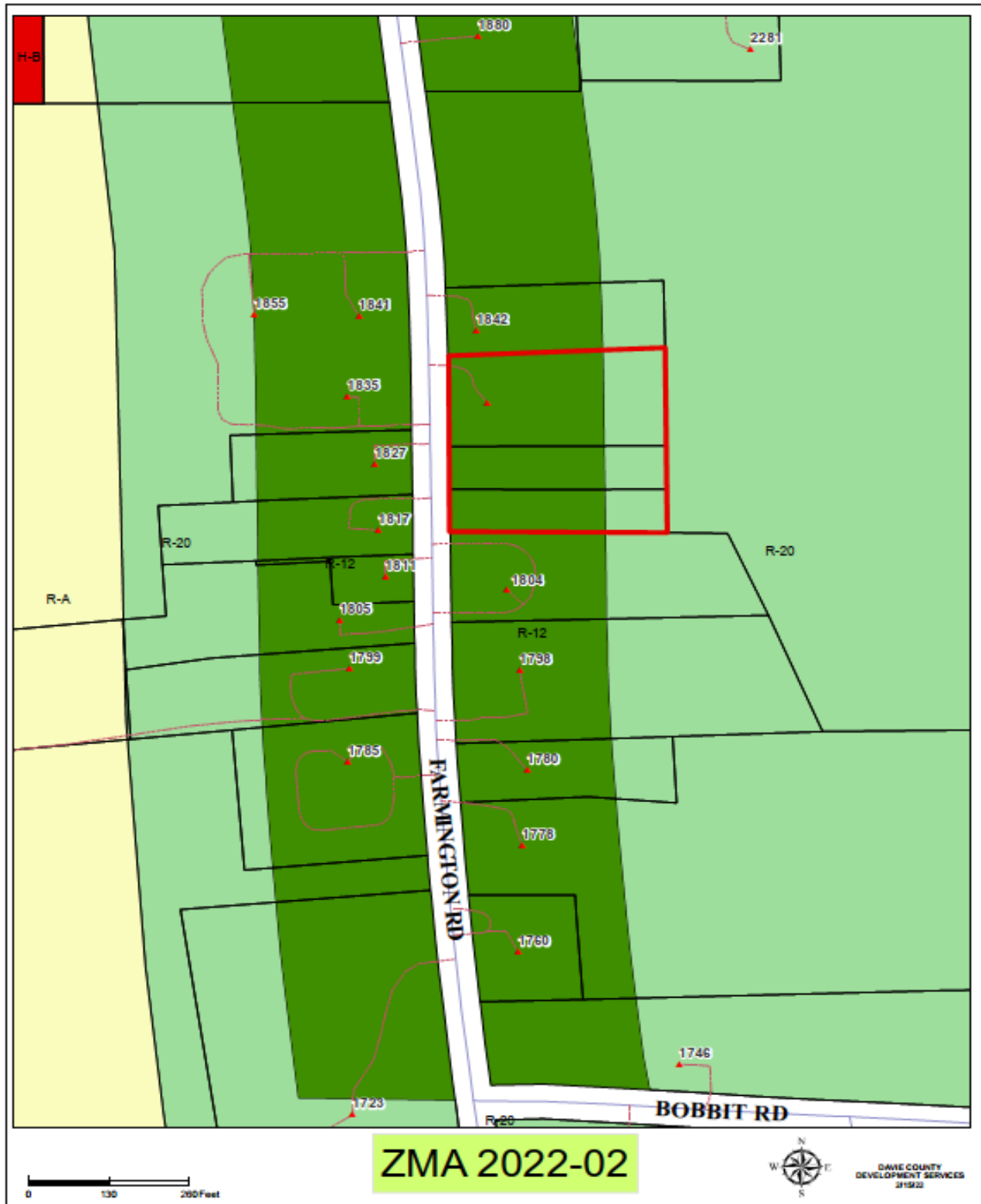
CURRENT LAND USE: Residential

PROPOSED LAND USE: Commercial—bakery and tea room

PROJECT SETTING – SURROUNDING ZONING DISTRICTS AND LAND USES

DIRECTION	LAND USE	ZONING
North	Residential	R-12, R-20
West	Residential, Church—Farmington Baptist Church	R-12, R-20
South	Residential	R-12, R-20
East	Vacant, agricultural	R-12, R-20

IV. Zoning Map



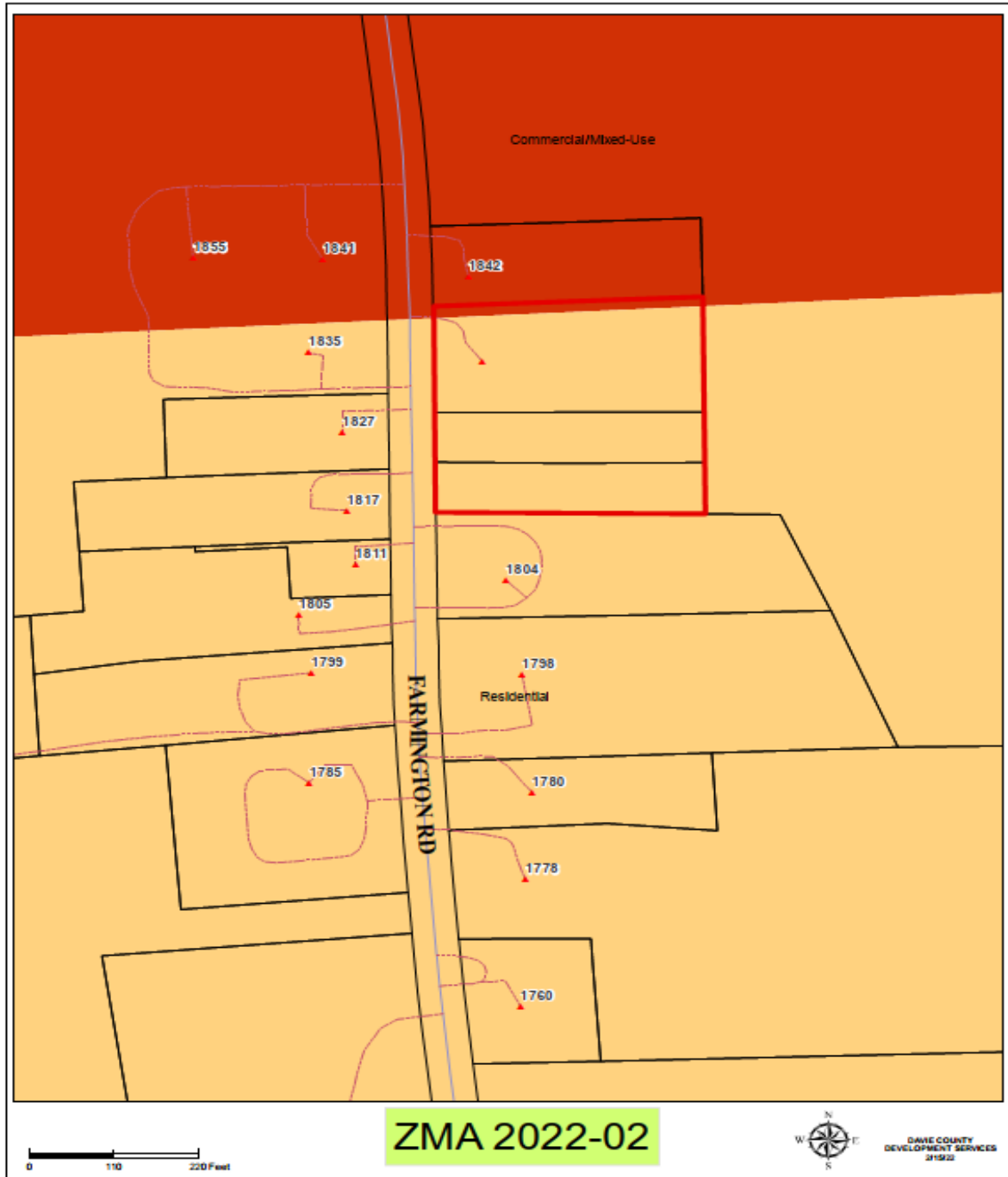
Attachment: DC_BOC_rezoning_20220307 (Zoning Map Amendment 2022-02. George Johnson III C/O Laura Mathis)

VI. 2018 Aerial Map



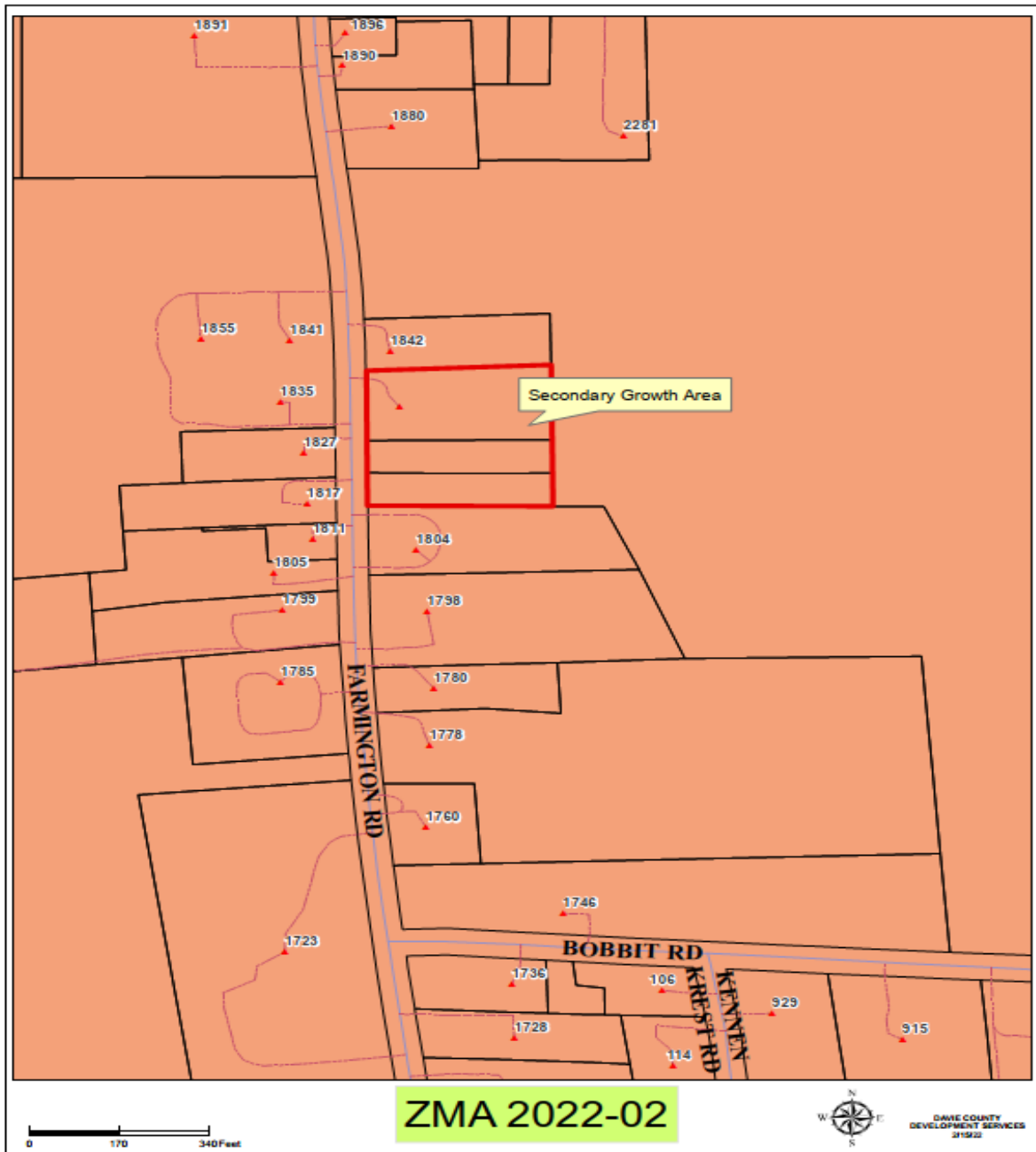
Attachment: DC_BOC_rezoning_20220307 (Zoning Map Amendment 2022-02. George Johnson III C/O Laura Mathis)

VII. Land Development Plan Map



Attachment: DC_BOC_rezoning_20220307 (Zoning Map Amendment 2022-02. George Johnson III C/O Laura Mathis)

VIII. Davie County Growth Enhancement Strategy Map



IX. LAND USE/ ZONING HISTORY

- **1973:** The property is originally zoned Residential-12 and Residential 20.

A. Proposed Zoning

The N-B Neighborhood Business District is established to provide for limited, small scale neighborhood commercial activity. This zoning district provides for a range of commercial uses and services to meet the everyday needs of rural residents, to provide employment opportunities for residents of the rural area, and to provide goods and services for travelers and tourists to the area. The zoning district is characterized by small buildings, low traffic generation, and operations with little late night activity.

B. Utilities

The site will use public water and a private septic system.

C. Davie County Comprehensive Plan

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

The Commercial/Mixed Use district is defined as Commercial activities including shopping, retail, services, offices and other commercial business, along with other intensive land uses compatible with commercial business, including medium to high density residential, civic or light industrial uses and where roads, water and sewer can support those activities.

The Comprehensive Plan states:

- Incentivize development near infrastructure (e.g. roads, water and sewer) to reduce growth demand on prime agricultural farmlands by allowing increased density.
- Promote mixed use development to encourage proximity of housing to employment and reduce work trip travel time.
- Support innovative and flexible land planning techniques as a means of encouraging development configurations which are more desirable and which may better safeguard existing natural land and water resources.
- Encourage mixed use industrial or business development to allow residential development on portions of new development or redevelopment.
- Increase infill development by incentivizing reuse of existing vacant or underutilized buildings and properties.
- Support the designation and restoration of historic structures, buildings and monuments and utilize resources to encourage tourism development.
- Ensure quality commercial, office, and institutional development.
- Encourage planned development that mimics the existing architectural aesthetic of nearby land uses, ensures internal and external walkability and bikeability connections and complements nearby residential land use.
- Limit rural area commercial development to local convenience stores, farm supply stores, and generally accepted rural retailing establishments and require them to be clustered near road intersections.

D. Davie County Growth Enhancement Strategy

The property is located in an area that is designated as a Secondary Growth Area. This area is characterized by transitional residential development is predominant in this area with major subdivisions scattered between agricultural and commercial land use patterns. Both public water and sewer infrastructure access is unlikely within the immediate future. The availability of large undeveloped tracts can substantially alter the development character of established residential areas.

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

- Mixed land uses
- Protect the character of established residential areas
- Safeguard existing natural land and groundwater resources
- Utilize buffering between commercial and residential areas
- Promote tourism and related areas

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

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

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

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

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

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

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

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

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

X. ISSUES TO CONSIDER

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

1. The property's potential as a residential use.
2. The property's potential as a commercial use.
3. The property's location along a major arterial.
4. If rezoning is approved, any new structure/subdivision will go through a Project Review to ensure compliance with zoning ordinance standards such as setbacks, landscaping, buffers, parking, etc.
5. Whether the proposed reclassification is consistent with the purposes, goals, objectives, and policies of adopted plans for the area.
6. Whether the proposed reclassification is consistent with the overall character of existing development in the immediate vicinity of the subject property.
7. Applicable Zoning Ordinance Sections: The following sections of the Zoning Ordinance are applicable to this request: §155.125(B) Table of Uses; §155.141 Residential District; §155.142 Residential-Suburban District; §155.150 Neighborhood Business District §155.161(B) Procedures for Regular Districts; and, §155.250-253 Changes and Amendments.

XI. PLANNING BOARD RECOMMENDATION

The Planning Board heard the request at their February 22nd meeting and voted unanimously to recommend approval (6-0). See attached written recommendation and draft minutes.

XII. BOARD ACTION

The Board should consider one of the following actions:

Rezoning

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

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

1. A portion of the property is designated commercial on the 2019 plan.
2. The Comprehensive Plan policy goals to encourage planned development that mimics the existing architectural aesthetic of nearby land uses, ensures internal and external walkability and bikeability connections and complements nearby residential land use.

3. The property is indicated as a secondary growth area on the Growth Enhancement Strategy map within the Comprehensive Plan.

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

1. The property's location on Farmington Rd and near the NC HWY 801 intersection.
2. The property's location near other commercially zoned property and nonresidential uses such as the community center and church.

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

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

1. Two of the requested parcels are classified residential on the 2019 plan.

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

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

☐ **Defer** the amendment for additional consideration

Davie County
Rezoning Application Package

ZMA No. _____

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

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

Davie County Application for a Zoning Map Amendment

To: Board of County Commissioners of Davie County

Date: 1/4/22Applicant's Name: ✓ GEORGE M JOHNSON IIIApplicant's Address: 321 N KENTUCKY AVE #12
LAKELAND, FL 33801Address and brief description of the property
To be rezoned or amendment to be made:Tax Map: C-5
Parcel(s): 109, 109, 1111332 FARMINGTON ROAD, MCKINNVILLE, NC 27028Applicant's interest in the property: ☒ Ownership ☐ Lease Agreement ☐ Other (explain below)

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

Type of rezoning requested:

From: R-20-R-12To: NR

(or brief description of request):

✓ Requesting special use permit

Reason(s) for the requested rezoning:

✓ Property will be leased to
open a bakery & tea roomApplicant's Signature: ✓ G M Johnson III

(Applicant)

This the 4 day of Jan, 2022

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

The Johnson House Bakery & Tea Room Project Overview Statement

Plans are to make changes to the current house that are required and necessary to open the Johnson House Tea Room & Bakery. The historical character of the house will be maintained and changes to the roadside view will be minimal. The property will remain in ownership by George Johnson III and will be leased to Kenneth & Laura Mathis for the sole purpose of opening and running the bakery & tea room as well as, oversee the Vada Johnson Educational Garden.

The current driveway on the north side will be paved with 4-5 parking spaces to be used as handicap and "To Go" parking. An additional entrance & parking area will be installed on the south side of the property which is currently being used as pastureland. This area will be used for dining customers, garden visitors, and for student transportation parking during field trips and educational classes. The remaining pastureland will continue to be used for agriculture purposes.

An educational garden (The Vada Johnson Educational Garden) has been installed at the rear of the house, with support from the Davie Community Foundation, Davie 4-h, and the Boy Scouts. It is currently being used as a Davie 4-h Community Garden and for educational classes. The garden will be open to the public once the business opens and educational use will expand. Plant sales will be available near the garden to support garden projects. A patio will be installed at the rear of the house to provide additional seating for customers and for the educational classes.

The historical character of the house's interior will also be maintained and will include an artisan style bakery, parlor for dining, an educational room for classes and a history room (To showcase Johnson Family & Farmington Community history). Current plans are to provide breakfast to go options, "Tea Time" and lunch entrees, fresh baked goods throughout the day and close around 4-5pm. Open days will be Tuesday- Saturday.

The goal is to provide a unique business that will be an asset to the Farmington Community as well as enhance Davie Co Tourism. We want to open the doors to this historical property and share it with the public, provide great food and warm atmosphere for your family and friends as well as, collaborate with the Cooperative Extension and local clubs to offer unique educational experiences.

DEED BOOK 200 PAGE 818

01511

Return to
JAMES P. HAHN, ESQ.
P. O. Box 38
Lakeland, FL 33802
This instrument prepared by:
JAMES P. HAHN, ESQ.
P. O. Box 38
Lakeland, FL 33802

FILED FOR REGISTRATION
MARCH 6, 1998 11:50 A.M.
DATE TIME
AND RECORDED IN BOOK 200 PAGE 818
HENRY L. SHORE, REGISTER OF DEEDS
DAVIE COUNTY, NC
BY Doris C. Williams
ASSISTANT

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 2nd day of March, 1998, by GEORGE M. JOHNSON as Successor Trustee of the BETTY H. JOHNSON TRUST AGREEMENT DATED THE 24th DAY OF SEPTEMBER, 1993, whose post office address is: 1010 American Eagle Boulevard/#702, Sun City Center, FL 33573, first party, to GEORGE M. JOHNSON as Trustee of the GEORGE M. JOHNSON TRUST AGREEMENT DATED THE 24th DAY OF SEPTEMBER, 1993, whose post office address is: 1010 American Eagle Boulevard/#702, Sun City Center, FL 33573, second party.

WITNESSETH: That the said first party, for and in consideration of the sum of \$10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Davie, State of North Carolina, to-wit:

An undivided one-half (1/2) interest as tenant in common and not with right of survivorship, in and to the property set forth on Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Denise Khidirian

Denise Khidirian
Print Name

Anne S. Hess

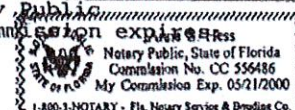
Anne S. Hess
Print Name

George M. Johnson
GEORGE M. JOHNSON as Successor
Trustee of the BETTY H. JOHNSON
TRUST AGREEMENT DATED THE 24TH
DAY OF SEPTEMBER, 1993

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me on this 2nd day of March, 1998, by GEORGE M. JOHNSON as Successor Trustee of the BETTY H. JOHNSON TRUST AGREEMENT DATED THE 24th DAY OF SEPTEMBER, 1993, who is personally known to me.

Anne S. Hess
Print Name Anne S. Hess
Notary Public
My Commission expires 05/21/2000



STATE OF NORTH CAROLINA, DAVIE COUNTY

The foregoing certificate of Anne S. Hess NP of FL is certified to be correct. This the 6th day of March, 1998.

HENRY L. SHORE REGISTER OF DEEDS BY: Doris C. Williams ASST.

Attachment: DC_BOC_rezoning_20220307 (Zoning Map Amendment 2022-02. George Johnson III C/O Laura Mathis)

EXHIBIT "A"

Tract #1: A lot or tract in Farmington, North Carolina: BEGINNING at a stone on East side of Mocksville Road, opposite Farmington Baptist Church; thence North 85 degrees East 5.59 chains to a stone; thence North 1.79 chains to a stone; thence South 85 degrees West 5.59 chains to a stone; thence South 1.79 chains to the BEGINNING containing one acre more or less, For a more particular description of which reference is hereby made to deed from G. W. Johnson and wife, Rachel A. Johnson, recorded in Book 8, Page 57, Register's Office of Davie County, North Carolina.

Tract #2: Also another lot located in Farmington, North Carolina, and bounded on the North by the home lot of Rachel A. Johnson and Mrs. C. F. Bahnson, on the South by the lands of A. L. Johnson and on West by public road leading from Mocksville to Farmington, containing two acres more or less. For a more particular description of which reference is hereby made to a deed from T. B. Bailey and E. L. Gaither, Trustees to Rachel A. Johnson, recorded in Book 28 at Page 425, said Register's Office.

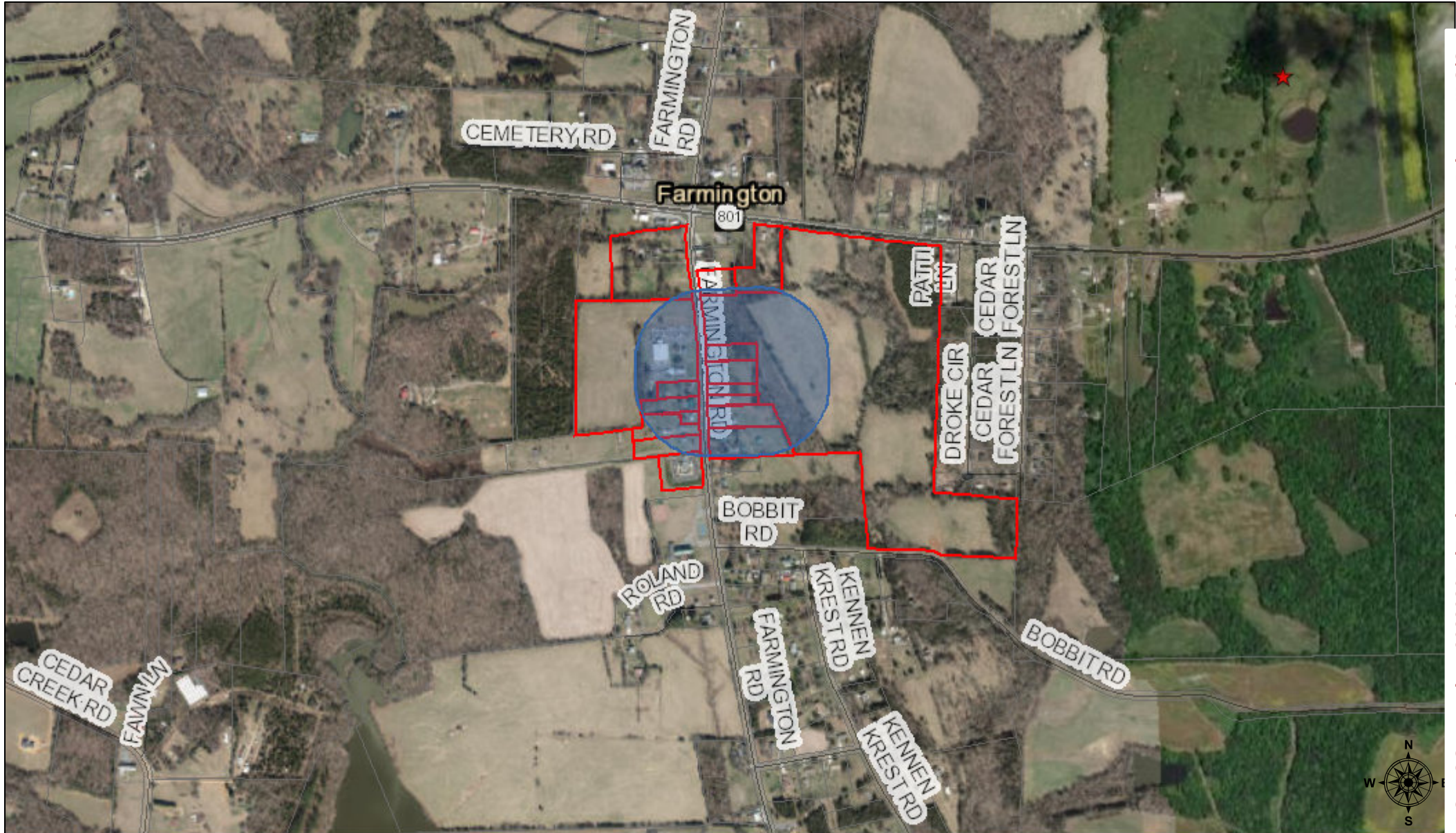
A lot located in Farmington Township, North Carolina, BEGINNING at an iron stake in the edge of the Mocksville-Farmington Road; thence South 88 degrees East 362.7 feet to an iron stake in Bahnson's line; thence North 5 degrees East 75 feet to an iron stake in Bahnson's line; thence North 88 degrees West 362.9 feet to an iron stake in the edge of the Farmington-Mocksville Road; thence South 30 degrees East 75 feet to an iron stake, the point and place of BEGINNING and being Lot No. 2 of the Vada Johnson property as surveyed by A. L. Bowles, R.S. July 22, 1957. For further reference see Deeds recorded in Book 59, Page 462 and Book 59, Page 239, Davie County Registry.

BEGINNING at an iron in the eastern right of way margin of SR 1410 (locally known as "Farmington Road"), southeast corner of those lands described by Deed Book 59, Page 462 and runs thence South 85 degrees 50 minutes 10 seconds East 358.74 feet to an iron in the line of F. H. Bahnson, Jr. (Deed Book 48, Page 197); thence with Bahnson line South 03 degrees 00 minutes 00 seconds West 75.00 feet to an iron, Bahnson corner; thence South 85 degrees 50 minutes 06 seconds East 96.69 feet to an iron; thence South 21 degrees 04 minutes 00 seconds East 81.44 feet to an axle, northeast corner of Charles Ray Marion (Deed Book 97, Page 701); thence with Marion line North 85 degrees 59 minutes 18 seconds West 487.99 feet to an iron in the eastern right of way margin of SR 1410; thence with the eastern right of way margin of SR 1410 North 02 degrees 45 minutes 25 seconds East 150.00 feet TO THE BEGINNING as surveyed March 23, 1989 by Sam Hall. For reference see Deed Book 81, Page 515 and Deed Book 97, Page 58, Davie County Registry.

ALL above property in Farmington Township, Davie County, North Carolina

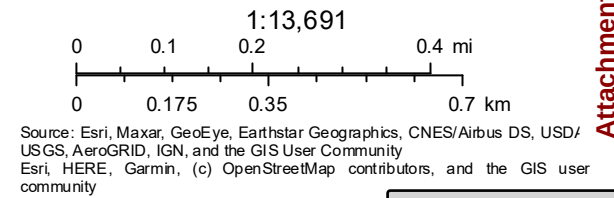
Mailing Letters Map

8.2.a



January 6, 2022

- ▲ Address
- ★ Special Uses & Variances
- Driveways
- ▨ Watershed Structure
- Parcels



Packet Pg. 34

Attachment: DC_BOC_rezoning_20220307 (Zoning Map Amendment 2022-02. George Johnson III C/O

2022

ALLEN SUE B REVOCABLE TRUST
2164 NC HIGHWAY 801 NORTH

MOCKSVILLE, NC 27028-0000

MATHIS KENNETH
1842 FARMINGTON ROAD

MOCKSVILLE, NC 27028-7652

JOHNSON GEORGE M
1301 NORTH TAMiami TRAIL

SARASOTA, FL 34236-2448

COUNTY OF DAVIE
123 SOUTH MAIN STREET

MOCKSVILLE, NC 27028-0000

FARMINGTON BAPTIST CHURCH
1835 FARMINGTON ROAD

MOCKSVILLE, NC 27028-0000

FREEMAN ROBERT M
1798 FARMINGTON ROAD

MOCKSVILLE, NC 27028-7651

WILLIAMS RONALD JOE
145 MALLARD ROAD

MOCKSVILLE, NC 27028-0000

WALTON JENNIFER GETTYS
1811 FARMINGTON ROAD

MOCKSVILLE, NC 27028

SEATS HAROLD
1804 FARMINGTON ROAD

MOCKSVILLE, NC 27028

STEELE GARRY A
1827 FARMINGTON ROAD

MOCKSVILLE, NC 27028-0000

FARMINGTON VOLUNTEER FIRE DEP
288 DEERFIELD DRIVE

MOCKSVILLE, NC 27028-0000

FURCHES ENTERPRISES INC
1918 FARMINGTON RD

MOCKSVILLE, NC 27028

BLAKLEY ANGELA R
1817 FARMINGTON RD

MOCKSVILLE, NC 27028-7652

BAHNSON FRANCIS H III
154 PINE VALLEY RD

MOCKSVILLE, NC 27028-7352

I, George Robert Stone, certify that this plot was drawn under my supervision from an actual survey made under my supervision (and description recorded in Book _____, Page _____, etc.) (either) that this boundary has been surveyed or clearly indicated as drawn from information found in Book _____, Page _____, that the ratio of precision as indicated in 1710.000; that this plot was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 20th day of December, 2021. • DB 200 • PG 818

Seal or Stamp
George R. Stone
Surveyor
L-3162
Registration Number



- I, George Robert Stone, Professional Land Surveyor, L-3162, certify to one of the following as indicated: ☒ a or ☐ b.
- ☐ a. That this plot is of a survey that creates a subdivision of land within the scope of a county or municipality that has an ordinance that regulates parcels of land;
- ☐ b. That this plot is of a survey that is located in such portion of a county or municipality that is unincorporated as to an ordinance that regulates parcels of land;
- ☒ c. That this plot is of a survey of an existing parcel or parcels of land;
- ☐ d. That this plot is of a survey of another category, such as the reconstruction of existing parcels, a court-ordered survey or other exception to the definition of subdivision;
- ☐ e. That the information available to this surveyor is such that I am unable to make a determination to the best of my professional ability as to provisions contained in (c) through (d).

George R. Stone, PLS
Professional Land Surveyor

PROPERTY LINE CALL TABLE

COURSE	BEARING	DISTANCE
L-1	N 01°31'52"W	75.00'
L-2	N 04°02'23"E	75.00'
L-3	N 04°15'08"E	148.19'
L-4	S 89°40'30"E	380.03'
L-5	S 03°00'30"W	170.93'
L-6	S 04°11'36"W	74.78'
L-7	S 01°46'50"W	76.27'
L-8	N 85°50'33"W	358.43'
L-9	S 88°05'30"E	362.70'
L-10	S 88°03'27"E	362.90'

TIE LINE CALL TABLE

COURSE	BEARING	DISTANCE
T-1	N 02°43'34"E	74.78'
T-2	N 02°46'02"E	75.17'
T-3	S 01°51'02"W	119.08'
T-4	S 02°58'41"W	118.90'
T-5	N 85°48'15"W	98.63'

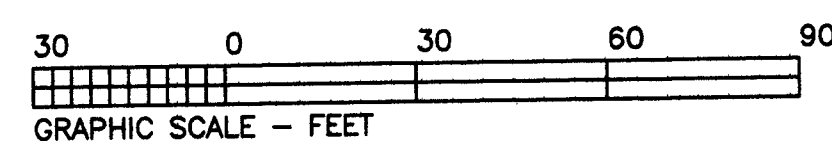
BOUNDARY DESCRIPTION OF REZONE AREA

BEGINNING AT A 3/4" IRON PIPE BEING THE SOUTHWEST CORNER OF THE REZONED PARCEL, LOCATED IN THE EASTERN R/W OF FARMINGTON ROAD (SR 1410), THENCE N 01°31'52"W 75.00' TO A NEW 3/4" IRON PIPE, THENCE N 04°02'23"E 75.00' TO A NEW 3/4" IRON PIPE, THENCE N 04°15'08"E 148.19' TO AN EXISTING 1" IRON PIPE, THENCE S 89°40'30"E 380.03' TO AN EXISTING 3/4" IRON PIPE, THENCE S 03°00'30"W 170.93' TO AN EXISTING 1" IRON PIPE, THENCE S 04°11'36"W 74.78' TO AN EXISTING 1" IRON PIPE, THENCE S 01°46'50"W 76.27' TO AN EXISTING 1" IRON PIPE, THENCE N 85°50'33"W 358.43' TO AN EXISTING 3/4" IRON PIPE TO THE POINT OF BEGINNING, CONTAINING 2.571 ACRES +/-.

LEGEND

R/W - Right-of-Way
EP - Existing Iron Pipe
ER - Existing Iron Rebar
P - Post
CM - Concrete Monument
IP - Iron Rebar Set
P/L - Property Line
C/A - Controlled Access
CP - Concrete Pipe
CUP - Corrugated Metal Pipe
CIP - Corrugated Plastic Pipe
F - 100 Year Flood Boundary
O - Overhead Utilities
X - Fence
Fnd - Found
N/F - Not or Formerly
NMP - Nonmonumented Point
CL - Center Line
EP - Edge of Pavement
TP - Telephone Pedestal
W - Water Line
IPS - 3/4" Iron Pipe Set

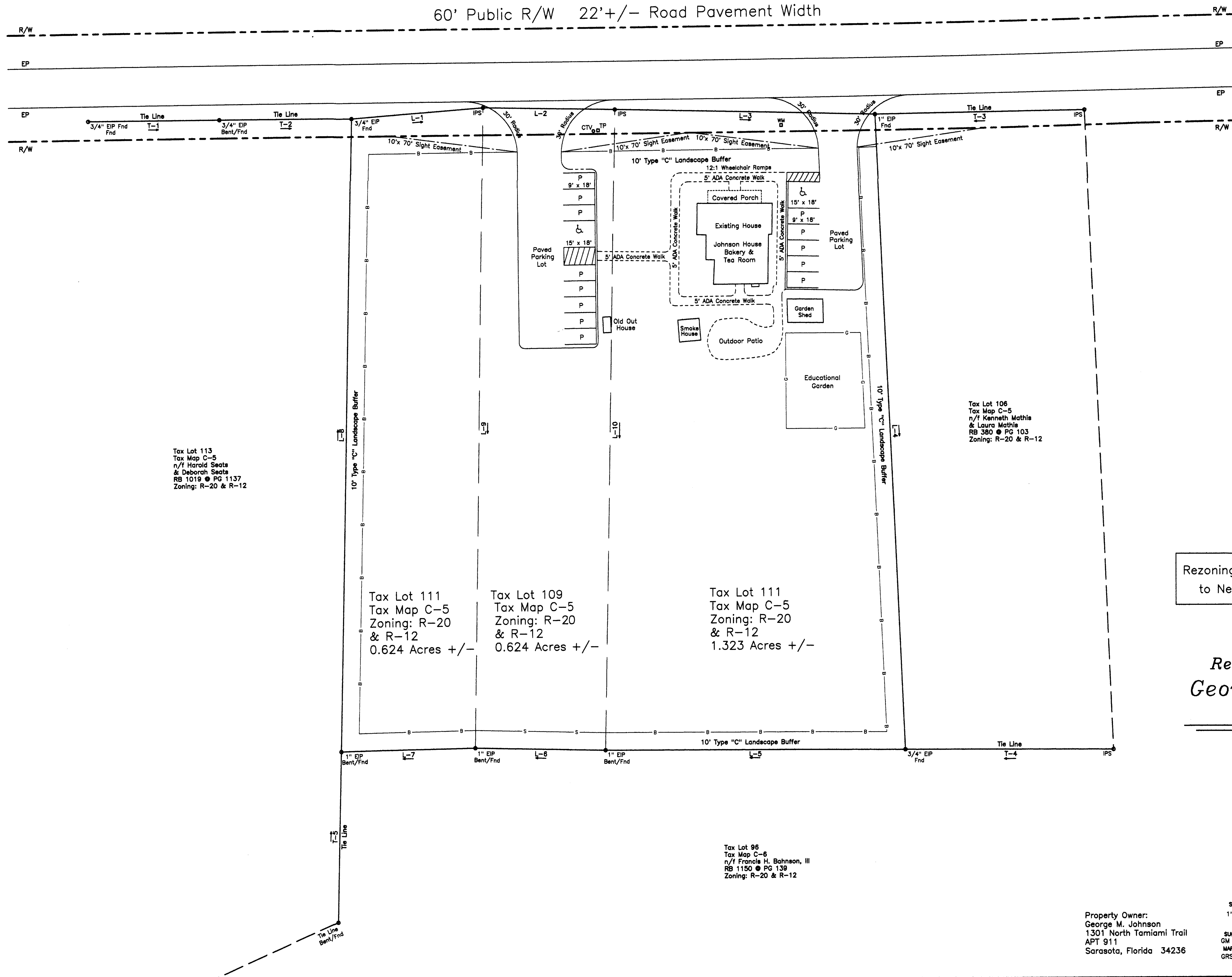
FC - Face of Curb
BoC - Back of Curb
PP - Power Pole
LP - Light Pole
MH - Man Hole
CH - Chord Distance
P/O - Part of
DB - Dead Book
PB - Plat Book
RB - Record Book
PG - Page
OB - Catch Basin
WM - Water Meter
WV - Water Valve
BM - Bench Mark
TBM - Temporary Bench Mark
R/S - Rail Road Spike
CTV - Cable Television Pedestal
ETB - Electric Transformer Box
CS - Sanitary Sewer Clean Out



Bearing Reference
RB 380 • PG 103

Farmington Road S.R. 1410

60' Public R/W 22' +/- Road Pavement Width



- Notes:**
1. Zoning: R-20 & R-12
 2. Minimum Building Setback Lines:
R-20: Front 30', Rear 30', Side 15'
R-12: Front 35', Rear 25', Side 10'
 3. Watershed Classification: None
 4. No USGS or NCSS Monuments Found Within 2000' of Site
 5. Parking Spaces Provided:
9' x 18' Spaces: 12
15' x 18' Handicap Spaces: 2

Tax Lot 106
Tax Map C-5
n/f Kenneth Mathis
& Laura Mathis
RB 380 • PG 103
Zoning: R-20 & R-12

Rezoning Request from R-20 & R-12
to Neighborhood Business (N-B)

Rezoning Exhibit for: George M. Johnson Property

Tax Lot 107, Tax Map C-5
PIN 5742770085
Zoning: R-20 & R-12
Deed Book 200 • Page 818
1.323 Acres +/- by computer
(Inclusive of Area in S.R. 1410 R/W)

Tax Lot 109, Tax Map C-5
PIN 5842760873
Zoning: R-20 & R-12
Deed 200 • Page 818
0.624 Acres +/- by computer
(Inclusive of Area in S.R. 1410 R/W)

Tax Lot 111, Tax Map C-5
PIN 5842760876
Zoning: R-20 & R-12
Deed Book 200 • PG 818
0.624 Acres +/- by computer
(Inclusive of Area in S.R. 1410 R/W)

Total Acreage Being Rezoned: 2.571 Acres +/- by computer
(Inclusive of Area in S.R. 1410 R/W)

SCALE 1" = 30'
TOWNSHIP Farmington COUNTY Davie STATE North Carolina DATE 12-20-2021

Stone Land Surveying Company

Business Firm Certificate Number: C-1704
George Robert Stone, PLS L-3162
113 Drum Lane (336) 998-4733
Mocksville, N.C. 27028

Property Owner:
George M. Johnson
1301 North Tamiami Trail
APT 911
Sarasota, Florida 34236



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 February 22, 2022 Meeting

Zoning Map Amendment 2022-02. George Johnson III c/o Laura Mathis has applied to rezone approximately 2.57 acres consisting of three tracts from Residential-12 (R-12), Residential 20 (R-20) and Quality Design Overlay (R-12, R-20, QD-O) to Neighborhood Business, Quality Design Overlay (N-B, QD-O). The subject properties are located at 1832 Farmington Road. The properties are further described as Davie County Tax Parcels C500000107, C500000109 and C500000111.

The Board voted for Approval of the Zoning Map Amendment; (6 in favor and 0 opposed):

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

1. The property is rural residential on the 2019 plan.
2. The Comprehensive Plan policy goals to encourage planned development that mimics the existing architectural aesthetic of nearby land uses, ensures internal and external walkability and bikeability connections and complements nearby residential land use.
3. The property is indicated as a secondary growth area on the Growth Enhancement Strategy map within the Comprehensive Plan.

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

1. The property's location on Farmington Rd and near the NC HWY 801 intersection.
2. The property's location near other commercially zoned property and nonresidential uses such as the community center and church.

This reflects the recommendation of the Planning Board.

Attest:



Mariam Wright, Chairman
Davie County Planning Board

Attachment: DC_BOC_rezoning_20220307 (Zoning Map Amendment 2022-02. George Johnson III C/O Laura Mathis)

**Minutes of the
Davie County Planning Board
February 22, 2022**

A. CALL TO ORDER

Attendee Name	Title	Status
Ellen Grubb	Board Member	Present
Mark White	Board Member	Present
Tamara Taylor	Board Member	Present
Mariam Wright	Board Member	Present
Alan Miller	Board Member	Present
Christopher Cole	Board Member	Absent
Keith Beck	Board Member	Present
Andrew Backus	Alternate Member	Absent

B. ADOPT THE AGENDA

RESULT: ADOPTED [UNANIMOUS]
MOVER: Keith Beck
SECONDER: Ellen Grubb
AYES: Grubb, White, Taylor, Wright, Miller, Beck
ABSENT: Cole, Backus

C. APPROVAL OF THE MINUTES JAN 25, 2022 3:00 PM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Alan Miller
SECONDER: Tamara Taylor
AYES: Grubb, White, Taylor, Wright, Miller, Beck
ABSENT: Cole, Backus

D. PUBLIC COMMENT

There was none.

E. Zoning Map Amendment 2022-02. George Johnson III c/o Laura Mathis applied to rezone approximately 2.57 acres consisting of three tracts from Residential-12 (R-12), Residential 20 (R-20) and Quality Design Overlay (R-12, R-20, QD-O) to Neighborhood Business, Quality Design Overlay (N-B, QD-O). The subject properties are located at 1832 Farmington Road. The properties are further described as Davie County Tax Parcels C500000107, C500000109 and C500000111.

Andrew Meadwell introduced the item and answered board questions.

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

1. Laura Mathis, applicant, outlined her request and spoke in favor of the request.

Chairman Wright closed the public comment period.

The Board held discussion on the request including the existing home based business and this proposed expansion, the commercial uses along Farmington Road near the NC HWY 801 intersection.

Keith Beck made a motion to approve and adoption of the following statement:

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

1. A portion of the property is designated commercial on the 2019 plan.
2. The Comprehensive Plan policy goals to encourage planned development that mimics the existing architectural aesthetic of nearby land uses, ensures internal and external walkability and bikeability connections and complements nearby residential land use.
3. The property is indicated as a secondary growth area on the Growth Enhancement Strategy map within the Comprehensive Plan.

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

1. The property's location on Farmington Rd and near the NC HWY 801 intersection.
2. The property's location near other commercially zoned property and nonresidential uses such as the community center and church.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Keith Beck
SECONDER:	Mark White
AYES:	Grubb, White, Taylor, Wright, Miller, Beck
ABSENT:	Cole, Backus

F. Zoning Text Amendment 2022-01. The Board reviewed a text amendment to the Zoning Ordinance in sections 155.125, 155.260, and 155.281 regarding table of uses, definitions and permit choice.

Andrew Meadwell introduced the item and answered board questions.

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

Chairman Wright closed the public comment period.

The Board held discussion on the text amending including the time frame for permits and difference between submitted and a complete submittal.

Alan Miller made a motion to approve and adoption of the following statement:

The amendment promotes public health, safety and general welfare; is consistent with all applicable adopted plans and considers the action to be reasonable and in the public interest; that said approval furthers the goals, objectives, actions and policies of the Land Development Plan and Growth Enhancement Strategy by clarifying permitted public uses, permit choice and definitions for vested rights.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Alan Miller
SECONDER:	Mark White
AYES:	Grubb, White, Taylor, Wright, Miller, Beck
ABSENT:	Cole, Backus

E. OLD OR NEW BUSINESS

The Board discussed time limits for speakers and confirmed a five minute limit for the applicant and a three minute limit for others.

Due to no business, the board will not meet in March.

F. ADJOURNMENT

RESULT:	ADJOURNED [UNANIMOUS]
MOVER:	Alan Miller
SECONDER:	Keith Beck
AYES:	Grubb, White, Taylor, Wright, Miller, Beck
ABSENT:	Cole, Backus

PUBLIC HEARING COMMENT PERIOD RULES

1. Pursuant to Chapter 153A of the North Carolina General Statutes and Chapter 155 of the Davie County Code of Ordinances, this Board is conducting a public hearing. Due Notice of this public hearing was advertised and ran in a local newspaper with general circulation in the County as required by law.
2. Each person desiring to speak at this public hearing should come forward to the podium, state his or her full name for the Board and then comment on the proposal.
3. Speakers may only speak once per public hearing.
4. The speaker shall address the Board as a whole and shall not ask for any verbal exchange back from the Board. It is not the intent of public comments to require the Board to answer any impromptu questions. There shall be no discussion between the speakers and members of the audience.
5. All speakers are expected to observe the decorum of the Meeting, to be respectful in their language and presentation and to refrain from the use of profanity or shouting or from making disclosures prohibited by the Personnel Act with respect to any County employee. Willful violation of the law or interrupting or disrupting of the meeting can result in criminal charges being brought under N.C.G.S. 143-318.17.
6. All comments by a speaker shall be limited to subject of the public hearing.
7. The speaker must make all presentations from the podium provided and shall not be allowed to physically approach the Board or staff member without the express invitation by the Chair or other designated presiding officer of the Board.
8. In order to conduct public business in an efficient and productive manner, speakers are encouraged to avoid duplicative and repetitive comments.
9. Any applause will be held until the end of the Public Comment Period.
10. This Policy on Public Hearing Comment Period shall be made available to the public thirty (30) minutes before each Public Hearing meeting and shall be placed on the

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



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

Agenda Item Details:

Date of Meeting: March 7, 2022

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Public Hearing - Voluntary Agricultural District and Enhanced Voluntary Agricultural District Ordinance

BACKGROUND/PURPOSE OF REQUEST: Public Hearing - Voluntary Agricultural District and Enhanced Voluntary Agricultural District Ordinance

FISCAL IMPACT: n/a

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:

MOYER-3-1400483-1

VAD Amendment Changes 3.22

VAD Ordinance 3.22 REV

PUBLIC HEARING COMMENT PERIOD RULES.2021.BBV4eevdbb-21.09.14

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 #: 1400483
Insert Dates: 02/24/22, 03/03/22
Tagline: DC-PN DAVIE COUNTY AGR DIS; 03
Purchase Order #
Amount Due: \$165.01

No. 1400483

the Administration Building, 123
 North Main Street, Mocksville, NC
 27028.

**NOTICE OF PUBLIC HEARING
 BEFORE THE BOARD OF
 COUNTY COMMISSIONERS
 FOR THE ORDINANCE:
 DAVIE COUNTY
 VOLUNTARY AGRICULTURAL
 DISTRICT &
 ENHANCED VOLUNTARY
 AGRICULTURAL DISTRICT
 ORDINANCE**

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

Publish: 02/24/22, 03/03/22.

NOTICE IS HEREBY GIVEN,
 pursuant to the requirements of
 NCGS Chapter 106-735 through
 106-744 and Chapter 153A to pro-
 mote agricultural values and the
 general welfare of the county and
 more specifically, increase identity
 and pride in the agricultural com-
 munity and its way of life; encour-
 age the economic and financial
 health of agriculture, horticulture
 and forestry; and decrease the
 likelihood of legal disputes, such
 as nuisance actions between farm
 owners and their neighbors, the
 Davie County Board of Commis-
 sioners will hold a **Public Hearing**
 in the **Commissioners Room** of
 the Davie County Administration
 Building located at 123 South Main
 Street, Mocksville, NC on **Mon-
 day, March 7, 2022 at 6:00pm** to
 hear the following request:

Proposed Ordinance Change:

The Board will hold a public
 hearing to consider modifying
 of the Davie County Agricultural
 District ordinance pursuant to
 the Davie County Code of Ordi-
 nances Chapter 157: Voluntary
 and Enhanced Voluntary Agricul-
 tural Districts.

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 pub-
 lic hearing, substantial changes
 might be made in the advertised
 proposal, reflecting objections, de-
 bate and discussion at the hear-
 ing.

Copies of the proposed Ordinance
 change will be made available at
 the Clerk of the Board of County
 Commissioners office located in

Attachment: MOYER-3-1400483-1 (Public Hearing - Voluntary Agricultural District and Enhanced Voluntary Agricultural District Ord)

Changes to the Davie County Voluntary Agricultural District & Enhanced Voluntary Agricultural District Ordinance

Originally adopted in 2008, amended in 2012 when state changed qualifications for farms to enroll in the program and in 2018 to be in line with the Agricultural Development and Preservation of Farmland General Statutes. Currently needs updating to reflect changes from the 2021 Farm Act to the VAD and EVAD statute (N.C.G.S. 106-735).

Current changes include:

- **Article III, Purpose:** The purpose of this Ordinance is to promote agricultural values and the general welfare of the county and more specifically, increase identity and pride in the agricultural community and its way of life; encourage the economic and financial health of agriculture, horticulture and forestry; and ~~increase protection from non-farm development and other negative impacts on properly managed farms~~ decrease the likelihood of legal disputes, such as nuisance actions between farm owners and their neighbors.
- **Article V, Agricultural Advisory Board:**
 - **I. Duties, 2.** ~~Make recommendations concerning the establishment and modification of agricultural districts;~~ Make recommendations or decisions concerning the establishment and modification of Agricultural Districts. The Board of County Commissioners may make decisions regarding the establishment and modification of Voluntary Agricultural Districts or may delegate that authority to the Agricultural Advisory Board. If the authority is delegated to the Agricultural Advisory Board, the Agricultural Advisory Board's decisions shall be appealable to the Board of County Commissioners by an owner of land that has been denied enrollment in a Voluntary Agricultural District or has been removed from a Voluntary Agricultural District by the Agricultural Advisory Board;
 - (a) Execute agreements with landowners necessary for enrollment of land in a Voluntary Agricultural District;
 - **I. Duties, 8. Added (b) and (c):**
 - (b) The members of the Agricultural Advisory Board shall be chosen to provide the broadest possible representation of the geographical regions of the local government and to represent, to the extent possible, all segments of agricultural production existing within the local government. A majority of the members of the Agricultural Advisory Board shall be actively engaged in agriculture.
 - (c) The Agricultural Advisory Board may, at the discretion of the Board of County Commissioners, utilize an existing local government agency for

the purpose of administration, record keeping, and other related tasks or duties.

- **Article VII, Certification and Qualification of Farmland:**

- 1. ~~Be real property that is engaged in agriculture as defined by G.S. 106-581.1.~~ **AND** Be used for bona fide farm purposes, as that term is defined in G.S. 106-743(a) and G.S. 160D-903;
- 3. ~~Be the subject of a conservation agreement, as defined in N.C.G.S. Sec. 121-35, between the county and the owner of such land that prohibits non-farm use or development of such land for a period of at least ten years, except for the creation of not more than three lots that meet applicable county and municipal zoning and subdivision regulations; and~~ Be the subject of a conservation agreement, as defined in N.C.G.S. Sec. 121-35, between the local government administering the Voluntary Agricultural District program and the owner of such land that prohibits non-farm use or development of such land for a period of at least ten years, except for the creation of not more than three lots that meet applicable county and municipal zoning and subdivision regulations. The form of the conservation agreement shall be approved by the Agricultural Advisory Board created under G.S. 106-739; and

**DAVIE COUNTY
VOLUNTARY AGRICULTURAL DISTRICT &
ENHANCED VOLUNTARY AGRICULTURAL DISTRICT ORDINANCE**

**ARTICLE I
TITLE**

An ordinance of the Board of County Commissioners of **DAVIE COUNTY**, NORTH CAROLINA, entitled,
"**VOLUNTARY AGRICULTURAL DISTRICT & ENHANCED VOLUNTARY DISTRICT ORDINANCE.**"

**ARTICLE II
AUTHORITY**

The articles and sections of this Ordinance are adopted pursuant to authority conferred by the North Carolina General Statutes sections 106-735 through 106-744 and Chapter 153A.

**ARTICLE III
PURPOSE**

The purpose of this Ordinance is to promote agricultural values and the general welfare of the county and more specifically, increase identity and pride in the agricultural community and its way of life; encourage the economic and financial health of agriculture, horticulture and forestry; and decrease the likelihood of legal disputes, such as nuisance actions between farm owners and their neighbors.

**ARTICLE IV
DEFINITIONS**

The following are defined for purposes of this Ordinance:

- Advisory Board: **Davie** County Agricultural Advisory Board.
- Chairperson: Chairperson of the **Davie** County Agricultural Advisory Board.
- District: Voluntary Agricultural District as established by this Ordinance.
- Enhanced District: Enhanced Voluntary Agricultural District as established by this Ordinance.
- Board of Commissioners: **Davie** County Board of Commissioners.

**ARTICLE V
AGRICULTURAL ADVISORY BOARD**

A. Creation

The Board of Commissioners shall establish an Agricultural Advisory Board to implement the provisions of this program.

B. Membership

The Advisory Board shall consist of no less than **five (5) regular** members and two (2) alternate members appointed by the Board of Commissioners.

C. Membership Requirements

1. Each Advisory Board member, except those serving in an *ex officio* capacity, shall be a **Davie** County resident or landowner.

2. At least **four (4)** of the members shall be actively engaged in farming, horticulture and/or forestry. Of the members actively engaged in farming, horticulture and/or forestry there shall be at least one such member from each agricultural district or enhanced agricultural district in **Davie** County. This determination shall be made without reference to *ex officio* members.
3. The members actively engaged in farming, horticulture and/or forestry as well as other members, shall be selected for appointment by the Board of Commissioners from the names of individuals submitted to the Board of Commissioners by the Soil and Water Conservation District Board of Supervisors, the Davie County Office of North Carolina Cooperative Extension, the U.S. Farm Service Agency County Committee, nonprofit agricultural organizations, conservation organizations, agribusiness, horticultural businesses, forestry businesses, and the public at large.
4. Additional members may be appointed to the Board in an *ex officio* capacity from the Soil and Water Conservation District, North Carolina Cooperative Extension, the U.S. Farm Service Agency, or other agencies, as deemed necessary by the Board of Commissioners. Members serving in an *ex officio* capacity shall neither vote nor count toward quorum requirements.

D. Tenure

The initial board is to consist of **two (2)** appointees for terms of one year; **two (2)** appointees for terms of two years; and **three (3)** appointees for terms of three years. Thereafter, all appointments are to be for terms of three years, with reappointment permitted.

E. Vacancies

Any vacancy on the Advisory Board is to be filled by the Board of Commissioners for the remainder of the unexpired term.

F. Removal

Any member of the Advisory Board may be removed by the Board of Commissioners upon a two-thirds vote of the Commissioners. No cause for removal shall be required.

G. Funding

The *per diem* compensation, if any, of the members of the Advisory Board may be fixed by the Board of Commissioners and funds may be appropriated to the Advisory Board to perform its duties.

H. Advisory Board Procedure

1. Chairperson

The Advisory Board shall elect a chairperson and vice-chairperson each year at its first meeting of the fiscal year. The chairperson shall preside over all regular or special meetings of the Advisory Board. In the absence or disability of the chairperson, the vice-chairperson shall preside and shall exercise all the powers of the chairperson. Additional officers may be elected as needed.

2. Determination of Procedure

The Advisory Board may adopt rules of procedure not inconsistent with this Ordinance or with other provisions of State law.

3. Advisory Board Year

The Advisory Board shall use the **Davie** County fiscal year as its meeting year.

4. Meetings

Meetings of the Advisory Board shall be held at the call of the chairperson and at such other times as the Advisory Board may specify in its rules of procedure or upon the request of at least a majority of the Advisory Board Membership. A meeting shall be held at least annually and notice of any meetings to the members shall be in writing, unless otherwise agreed to by all Advisory Board members. Meeting dates and times shall be posted as far in advance as possible on the door of the meeting site and by advertisement in local newspapers or by other means of public dissemination of the meeting dates as may be agreed upon by at least a majority of the Advisory Board Membership. All meetings shall be open to the public.

5. Majority Vote and Quorum Requirements

All issues shall be decided by a majority vote of the members of the Advisory Board present, except as otherwise stated herein. A quorum is defined as at least two-thirds of the voting members in attendance. No business may be conducted by the Advisory Board without a quorum present.

6. Records

The Advisory Board shall keep minutes of the proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be filed in the office of the Advisory Board, or its designee, and shall be a public record.

7. Administrative

The Advisory Board may contract with the **Davie County Cooperative Extension** office to serve the Board for record keeping, correspondence, application procedures under this, and whatever services the Board needs to complete its duties.

I. Duties

The Advisory Board shall:

1. Review and approve or disapprove applications of landowners for enrollment of qualified farmland, horticultural land, or forestland in either Voluntary Agricultural Districts or Enhanced Voluntary Agricultural Districts;
2. Make recommendations or decisions concerning the establishment and modification of Agricultural Districts. The Board of County Commissioners may make decisions regarding the establishment and modification of Voluntary Agricultural Districts or may delegate that authority to the Agricultural Advisory Board. If the authority is delegated to the Agricultural Advisory Board, the Agricultural Advisory Board's decisions shall be appealable to the Board of County Commissioners by an owner of land that has been denied enrollment in a Voluntary Agricultural District or has been removed from a Voluntary Agricultural District by the Agricultural Advisory Board;
- (a) Execute agreements with landowners necessary for enrollment of land in a Voluntary Agricultural District;
3. Conduct public hearings;
4. Advise the Board of Commissioners on projects, programs, or issues affecting the agricultural economy and agricultural, horticultural or forestry activities within the county that will affect Agricultural Districts;

5. Review and make recommendations concerning proposed amendments to this Ordinance;
 6. Develop and maintain a draft countywide farmland protection plan as defined in N.C.G.S. §106-744 (e);
 7. Study additional methods of protection for farming, horticulture, forestry, and the attendant land base, and make recommendations to the Board of Commissioners; and
 8. Perform other agricultural, horticultural, and forestry-related tasks or duties assigned by the Board of Commissioners.
- (b) The members of the Agricultural Advisory Board shall be chosen to provide the broadest possible representation of the geographical regions of the local government and to represent, to the extent possible, all segments of agricultural production existing within the local government. A majority of the members of the Agricultural Advisory Board shall be actively engaged in agriculture.
 - (c) The Agricultural Advisory Board may, at the discretion of the Board of County Commissioners, utilize an existing local government agency for the purpose of administration, record keeping, and other related tasks or duties.

**ARTICLE VI
CREATION OF VOLUNTARY AGRICULTURAL DISTRICTS
AND ENHANCED VOLUNTARY AGRICULTURAL DISTRICTS**

A. Regions

Davie County is hereby divided into two (2) regions as defined below:

1. **North of Interstate 40 (I-40).**
2. **South of Interstate 40 (I-40).**

B. Implementation

In order to implement the purposes stated in Article III, this program provides for the creation of voluntary agricultural districts which meet the following standards:

1. The District or Enhanced District shall contain the minimum acres of agricultural land, forest land or horticultural land that is part of qualified farmland

All land enrolled in a region, defined in section A, above, shall be part of a single district, whether enrolled in the District or the Enhanced District. If a single farm has acreage in two or more regions, the farm shall participate in the district where the largest acreage is found. All land in a region as defined in section A, above, shall be treated as a single district whether enrolled in the District or the Enhanced District.

C. Education

The county may take such action as it deems appropriate through the Advisory Board or other entities or individuals to encourage the formation of the Districts and Enhanced Districts and to further their purposes and objectives, including the implementation of a public information program to reasonably inform landowners of the agricultural district program.

D. Addition and Withdrawal

1. Qualifying farmland in a region with an existing district shall be added to the district as herein provided.

ARTICLE VII CERTIFICATION AND QUALIFICATION OF FARMLAND

Requirements

To secure county certification as qualifying farmland in either a Voluntary Agricultural District or Enhanced Voluntary Agricultural District, a farm must:

1. Be used for bona fide farm purposes, as that term is defined in G.S. 106-743(a) and G.S. 160D-903;
2. Be managed, if highly erodible land exists on the farm, in accordance with the Natural Resources Soil Conservation Service defined erosion control practices;
3. Be the subject of a conservation agreement, as defined in N.C.G.S. Sec. 121-35, between the local government administering the Voluntary Agricultural District program and the owner of such land that prohibits non-farm use or development of such land for a period of at least ten years, except for the creation of not more than three lots that meet applicable county and municipal zoning and subdivision regulations. The form of the conservation agreement shall be approved by the Agricultural Advisory Board created under G.S. 106-739; and
4. Be located in the unincorporated area of Davie County, unless there is an agreement with a municipality through which the county is authorized to exercise the authority of the municipality on its behalf.

ARTICLE VIII APPLICATION, APPROVAL, AND APPEAL PROCEDURE

A. Application Procedure

1. A landowner, or landowners, may apply to participate in either the Agricultural District or the Enhanced Agricultural District program by making application, for certification of qualifying farmland to be included in a District or Enhanced District, to the chairperson of the Advisory Board or a designated staff person, and must designate the application as for either Voluntary Agricultural District status or Enhanced District status. The application shall be on forms provided by the Advisory Board.
2. A conservation agreement (required by N.C.G.S. §106-737 and N.C.G.S. §106-743.3, and defined in N.C.G.S. §121-35) suited to district type (Voluntary Agricultural District or Enhanced Voluntary Agricultural District) as designated by the landowner(s) to sustain, encourage, and promote agriculture must be executed by the landowner(s) and recorded with the Advisory Board, which shall record a certified copy of such with the **Davie** County Register of Deeds. Permitted uses include agriculture, horticulture, forestry, and outdoor recreation. Conservation agreements for the Enhanced Agricultural District program may, at the election of the parties, include provisions requiring that any disputes between the county and the landowner be resolved through arbitration or mediation, and, in the event of litigation, that the prevailing party be awarded costs, including reasonable attorney fees. The Conservation Agreement for the Enhanced Voluntary Agricultural District shall be binding upon all successors in interest to the landowner, except for successors in interest resulting from the exercise of rights under a security interest or lien that preceded the Conservation Agreement.

B. Approval Process

1. Upon receipt of an application, the chairperson will forward copies immediately to the following offices which shall be asked to provide comments, if any, to the Advisory Board prior to the date set for the Advisory Board vote on the application:

- a. The **Davie** County tax assessor;
 - b. The **Davie** Soil and Water Conservation District office;
 - c. The **Davie County Development Services** Office; and
 - d. The Natural Resources Conservation Service.
5. Upon submission of the application to the Advisory Board, the Advisory Board shall meet to approve or disapprove the application. The chairperson shall notify the applicant by first class mail of approval or disapproval of participation in the district.

C. Appeal

If an application is denied by the Advisory Board, the landowner may, within fifteen (15) days of notification of disapproval of the application, request in writing that the Advisory Board reconsider its decision. The request for reconsideration shall state the reason(s) therefore. Upon either an initial denial, if no request for reconsideration was made, or denial after reconsideration, the landowner shall have thirty (30) days from the date of notification to appeal the decision to the Board of Commissioners. Such appeal shall be presented in writing. The decision of the Board of Commissioners is final.

ARTICLE IX REVOCATION, ENFORCEMENT AND RENEWAL OF CONSERVATION AGREEMENTS

A. Revocation and Enforcement

1. District. By providing 30 days advance written notice to the Advisory Board, a landowner of qualifying farmland within a Voluntary Agricultural District may revoke the Conservation Agreement or the Advisory Board may revoke the same Conservation Agreement based on noncompliance by the landowner, subject to the same provisions as contained in Article VIII(C) for appeal of denials. Such revocation shall result in loss of qualifying farm status and loss of eligibility to participate in a district. Absent noncompliance by the landowner, neither the Advisory Board nor the Board of Commissioners shall revoke any Conservation Agreement prior to its expiration. If the Advisory Board shall revoke this Conservation Agreement for cause, the landowner shall have the appeal rights set forth in Article VIII(C). Enforcement of the terms of a Conservation Agreement for land enrolled in a Voluntary Agricultural District shall be limited to revocation of the Conservation Agreement and the benefits derived therefrom.
2. Enhanced District. Conservation Agreements for land within Enhanced Districts are IRREVOCABLE for a period of 10 years. Enforcement of the terms of the Conservation Agreement may be through an action for injunctive relief and/or damages in any court of competent jurisdiction. The County may also terminate any benefits to the owner under this program either permanently or during the period of violation, as appropriate. If the Advisory Board shall revoke this Conservation Agreement for cause, the landowner shall have the appeal rights set forth in Article VIII(C). The right to terminate program benefits is in addition to any legal rights that the County may have under either this Ordinance or the terms of the applicable Conservation Agreement. The County may seek costs of the action including reasonable attorney fees if such a provision is incorporated into the Conservation Agreement.

B. Transfer

1. District. Transfers of land in a Voluntary Agricultural District due to death of the landowner(s), sale or gift shall not revoke the Conservation Agreement unless the land no longer qualifies for enrollment under Article VII of this Ordinance program or, in the event that there are water or sewer assessments held in abeyance, the new owner(s) fails to agree in writing to accept liability for those assessments in the event that the land is withdrawn either voluntarily or involuntarily from the district.

2. Enhanced District. Transfers of land in a District due to death of landowner(s), sale, or gift shall not revoke the Conservation Agreement. The Conservation Agreement for the Enhanced Voluntary Agricultural District shall be binding upon all successors in interest to the landowner, except for successors in interest resulting from the exercise of rights under a security interest or lien that proceeded the Conservation Agreement.

C. Renewal

1. District. A Conservation Agreements for land within a Voluntary Agricultural District, that continues to qualify under all provisions of Article VII, shall be automatically renewed unless the landowner provides 30 day written notice to the Advisory Board of intent not to renew. Absent noncompliance by the landowner, neither the Advisory Board nor the Board of Commissioners shall fail to renew any Conservation Agreement unless this Ordinance or its authorizing legislation has been repealed.
2. Enhanced District. A Conservation Agreement for the Enhanced Voluntary Agricultural District, that continues to qualify under all provisions of Article VII, shall be deemed automatically renewed for an additional term of 3 years, unless either the Advisory Board or the landowner gives written notice to the contrary prior to the termination date of the Conservation Agreement. At the end of each 3 year term the Conservation Agreement shall automatically renew for an additional 3 year term unless notice of termination is given.

ARTICLE X WAIVER OF WATER AND SEWER OR ALL UTILITY ASSESSMENTS

A. No Connection Required

1. A landowner belonging to the District shall not be required to connect to **Davie** County water and/or sewer systems.
2. A landowner belonging to an Enhanced District shall not be required to connect to **Davie** County utility systems.

B. Abeyance

1. Water and sewer assessments shall be held in abeyance, without interest, for farms in a District, until improvements on such property are connected to the water or sewer system for which the assessment was made.
2. Utility assessments shall be held in abeyance, without interest, for farms in an Enhanced District, until improvements on such property are connected to the utility system for which the assessment was made.

C. Termination of Abeyance

When the period of abeyance ends, the assessment is payable in accordance with the terms set out in the assessment resolution.

D. Suspension of Statute of Limitations

Statutes of limitations are suspended during the time that any assessment is held in abeyance without interest. The landowner may be required to sign an acknowledgement (that may be incorporated into the Conservation Agreement) of the abeyance of the statute of limitations upon collecting water and sewer assessments, or other utility assessments.

E. Other Statutory Abeyance Procedures

Nothing in this section is intended to diminish the authority of the County to hold assessments in abeyance under N.C.G.S. §153A-201, or other applicable law.

F. Conflict with Water and/or Sewer System Construction and Improvements Grants

To the extent that this section conflicts with the terms of federal, state, or other grants under which county utility systems are constructed this section shall not apply. This section shall not apply to utilities that are not owned by the County unless the County has entered into an agreement with the entity(ies) owning the utilities and that agreement provides that this Ordinance shall apply.

ARTICLE XI ADDITIONAL ENHANCED AGRICULTURAL DISTRICT BENEFITS

Land enrolled in the Enhanced Voluntary Agricultural District program is entitled to all of the benefits available under the Voluntary Agricultural District program, and to the following additional benefits:

A. Sale of Non-farm Products

Landowners participating in Enhanced Districts may receive up to twenty-five percent of gross sales from the sale of nonfarm products and still qualify as a bona fide farm that is exempt from county zoning regulations under N.C.G.S. §153A-340(b). For the purposes of N.C.G.S. §153A-340(b), the production of any nonfarm product that the Department of Agriculture and Consumer Services recognizes as a “Goodness Grows in North Carolina” product that is produced on a farm that is subject to a Conservation Agreement under N.C.G.S. §106-743.2 is a bona fide farm purpose. A farmer seeking to benefit from this subsection shall have the burden of establishing that the property's sale of nonfarm products did not exceed twenty-five percent of its gross sales. A county may adopt an ordinance pursuant to this section that sets forth the standards necessary for proof of compliance.

B. Agricultural Cost Share Program

Landowners participating in Enhanced Districts are eligible under N.C.G.S. §106-850 (b) to receive the higher percentage of cost-share funds for the benefit of that farmland under the Agriculture Cost Share Program established pursuant to Chapter 106 Article 72 of the North Carolina General Statutes.

C. Priority Consideration

State departments, institutions, or agencies that award grants to farmers are encouraged to give priority consideration to landowners participating in Enhanced Districts.

D. Utility Assessment Waiver

As provided in Article X above, waiver of all county utility assessments in addition to waiver of water and sewer assessments is available to all participants in Enhanced Districts.

ARTICLE XII PUBLIC HEARINGS

A. Purpose

Pursuant to N.C.G.S. §106-740, which provides that no state or local public agency or governmental unit may formally initiate any action to condemn any interest in qualifying farmland within a District until such agency or unit has requested the Advisory Board to hold a public hearing on the proposed condemnation.

B. Procedure

1. Upon receiving a request, the Advisory Board shall publish notice describing the proposed action in the appropriate newspapers of general circulation within **Davie** County within five (5) business days of the request, and will in the same notice notify the public of a public hearing on the proposed condemnation, to be held within ten (10) days of receipt of the request.
2. The Advisory Board shall meet to review:
 - a. Whether the need for the project has been satisfactorily established by the agency or unit of government involved, including a review of any fiscal impact analysis conducted by the agency involved; and
 - b. Whether there are alternatives to the proposed action that have less impact and are less disruptive to the agricultural activities of the District within which the proposed action is to take place.
3. The Advisory Board shall consult with the County Agricultural Extension Agent, the Natural Resources Conservation Service District Conservationist, and any other individuals, agencies, or organizations deemed by the Advisory Board to be necessary for its review of the proposed action.
4. Within five (5) days after the hearing, the Advisory Board shall make a report containing its findings and recommendations regarding the proposed action. The report shall be made available to the public prior to its being conveyed to the decision-making body of the agency proposing the acquisition.
5. There will be a period of ten (10) days allowed for public comment on the report of the Advisory Board.
6. After the ten (10) day period for public comment has expired, the Advisory Board shall submit a final report containing all of its findings and recommendations regarding the proposed action to the decision making body of the agency proposing the acquisition.
7. The total time period, from the day that a request for a hearing has been received to the day that a final report is issued to the decision making body of the agency proposing the acquisition, shall not exceed thirty (30) days. If the agency agrees to an extension, the agency and the Advisory Board shall mutually agree upon a schedule to be set forth in writing and made available to the public.
8. Pursuant to N.C.G.S. §106-740, the Board of Commissioners shall not permit any formal initiation of condemnation by local agencies while the proposed condemnation is properly before the Advisory Board.

**ARTICLE XIII
NOTIFICATION**

A. Record Notice of Proximity to Voluntary Agricultural District

1. Procedure

When **Davie** County computerizes its County Land Records System the following requirements outlined in this section shall be implemented and enforced. Upon certification of qualifying farmland and designation of real property as a District, the title to that qualifying farmland and real property, which is contained in the **Davie** County Land Records System shall be changed to include a notice reasonably calculated to alert a person researching the title of a particular tract that such tract is located within one-half aerial mile of a voluntary agricultural district.

2. Limit of Liability

In no event shall the County or any of its officers, employees, members of the Advisory Board, or agents be held liable in damages for any misfeasance, malfeasance, or nonfeasance occurring in good faith in connection with the duties or obligations imposed by this Article.

3. No Cause of Action

In no event shall any cause of action arise out of the failure of a person researching the title of a particular tract to report to any person the proximity of the tract to a qualifying farm or Voluntary Agricultural District or Enhanced Voluntary Agricultural District as defined in this Ordinance.

B. Signage

Signs identifying parcels enrolled in an agricultural district may be placed on enrolled parcels at the discretion of the owners. Signs shall not be placed along the right-of-way of any state or county maintained road.

C. Maps

Maps identifying approved agricultural districts shall be provided to the following agencies or offices:

1. Planning Department;
2. Register of Deeds;
3. Natural Resources Conservation Service;
4. North Carolina Cooperative Extension;
5. Soil and Water Conservation District; and
6. Any other such agency or office the Advisory Board deems appropriate, including maps denoting the locations of agricultural districts within the **Davie** County planning jurisdiction.

ARTICLE XIV SUBDIVISION ORDINANCE AND ZONING ORDINANCE REVIEW

Developers of major subdivisions or planned unit developments shall designate on preliminary development plans, the existence of the Districts within **0.5** aerial mile(s) of the proposed development.

ARTICLE XV COUNTY LAND-USE PLANNING

A. Duty of the Advisory Board

It shall be the duty of the Advisory Board to advise the Board of Commissioners or the agency or office to which the Board of Commissioners delegate authority to oversee county land use planning, on the status, progress, and activities of the county's agricultural district program and to also coordinate the formation and maintenance of agricultural districts with the county's land use planning activities and the county's land use plan if one currently exists at the time this is enacted or when one is formed.

B. Posting of Notice

The following notice, of a size and form suitable for posting, shall be posted in the office of the Register of Deeds, and any other office or agency the Advisory Board deems necessary:

Davie County has established agricultural districts to protect and preserve agricultural lands and activities. These districts have been developed and mapped by the county to inform all purchasers of real property that certain agricultural and forestry activities, including but not limited to pesticide spraying, manure spreading, machinery and truck operation, livestock operations, sawing, and other common farming activities may occur in these districts any time during the day or night. Maps and information on the location and establishment of these

districts can be obtained from the North Carolina Cooperative Extension office, the office of the Register of Deeds, the County Planning office, or the Soil and Water Conservation District Office.

C. Growth Corridors

At such time as the county might establish designated growth corridors, agricultural districts shall not be permitted in the designated growth corridors, as delineated on the official county planning map without the approval of the Board of Commissioners. Districts located in growth corridors designated after the effective date of this program may remain, but shall not be expanded within the growth corridor area without the approval of the Board of Commissioners.

ARTICLE XVI CONSULTATION AUTHORITY

The Advisory Board may consult with North Carolina Cooperative Extension, the Natural Resources Conservation Service, the North Carolina Department of Agriculture and Consumer Services, and with any other individual, agency, or organization the Advisory Board deems necessary to properly conduct its business.

ARTICLE XVII NORTH CAROLINA AGENCY NOTIFICATION

Annually Report to the North Carolina Department of Agriculture and Consumer Services

A copy of this shall be sent to the Office of the North Carolina Commissioner of Agriculture and Consumer Services, the Board of Commissioners, the County Office of North Carolina Cooperative Extension, and the Soil and Water Conservation District office after adoption. At least annually the county shall submit a written report to the Commissioner of Agriculture and Consumer Services on the county's agricultural district program, including the following information:

1. Number of landowners enrolled;
2. Number of acres enrolled;
3. Number of acres certified during the reporting period;
4. Number of acres denied during the reporting period;
5. Number of acres for which applications are pending;
6. Copies of any amendments to the this Ordinance; and
7. Any other information the Advisory Board deems useful.

ARTICLE XVIII LEGAL PROVISIONS

A. Severability

If any article, section, subsection, clause, phrase, or portion of this is for any reason found invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this.

B. Conflict with other ordinances and statutes

Whenever the provisions of this Ordinance conflict with other ordinances of **Davie** County, this Ordinance shall govern. Whenever the provisions of any federal or state statute require more restrictive provisions than are required by this Ordinance, the provisions of such statute shall govern.

C. Amendments

This Ordinance may be amended from time to time by the Board of Commissioners.

Originally adopted January 7, 2008

Amended May 7, 2012

Amended November 5, 2018

Amended March 7, 2022

ARTICLE XIX ENACTMENT

The Davie County Board of Commissioners hereby adopts and enacts the preceding articles and sections of this Ordinance.

Adopted this the _____ day of _____, 2022.

Motion for adoption by _____ and seconded by _____.

DAVIE COUNTY BOARD OF COMMISSIONERS

James Blakley, Chairman

ATTEST:

Stacy A. Moyer, Clerk to Board of Commissioners

Approved as to form:

E. Edward Vogler, County Attorney

PUBLIC HEARING COMMENT PERIOD RULES

1. Pursuant to Chapter 153A of the North Carolina General Statutes and Chapter 155 of the Davie County Code of Ordinances, this Board is conducting a public hearing. Due Notice of this public hearing was advertised and ran in a local newspaper with general circulation in the County as required by law.
2. Each person desiring to speak at this public hearing should come forward to the podium, state his or her full name for the Board and then comment on the proposal.
3. Speakers may only speak once per public hearing.
4. The speaker shall address the Board as a whole and shall not ask for any verbal exchange back from the Board. It is not the intent of public comments to require the Board to answer any impromptu questions. There shall be no discussion between the speakers and members of the audience.
5. All speakers are expected to observe the decorum of the Meeting, to be respectful in their language and presentation and to refrain from the use of profanity or shouting or from making disclosures prohibited by the Personnel Act with respect to any County employee. Willful violation of the law or interrupting or disrupting of the meeting can result in criminal charges being brought under N.C.G.S. 143-318.17.
6. All comments by a speaker shall be limited to subject of the public hearing.
7. The speaker must make all presentations from the podium provided and shall not be allowed to physically approach the Board or staff member without the express invitation by the Chair or other designated presiding officer of the Board.
8. In order to conduct public business in an efficient and productive manner, speakers are encouraged to avoid duplicative and repetitive comments.
9. Any applause will be held until the end of the Public Comment Period.
10. This Policy on Public Hearing Comment Period shall be made available to the public thirty (30) minutes before each Public Hearing meeting and shall be placed on the

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

Board of Commissioners

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

**Interim County Manager**

Michael M. Ruffin
 Commissioners Meeting Room
 123 South Main Street
 Mocksville, NC 27028
 February 7, 2022 6:00 PM

MINUTES Regular Meeting

1. Meeting Called to Order - Chairman Blakley

Attendee Name	Title	Status	Arrived
James Blakley	Chairman	Present	6:00 PM
Terry N. Renegar	Vice-Chairman	Present	6:00 PM
Benita Finney	Commissioner	Present	6:00 PM
Mark S. Jones	Commissioner	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 - Chair Blakley led the Pledge of Allegiance.

4. Ethics & Conflicts Disclosure

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

5. Adopt Agenda

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

6. Public Comment Period

There were 5 citizens who signed up to speak during this evening's meeting:

1) Julie Whittaker - spoke in reference to mental health; she is a mental health advocate. Ms. Whittaker feels the county should offer more assistance to those with mental health needs. She would like to see the Wellness Center replaced, possibly the County could use some American Rescue Funds to re-open the Wellness Center. She also mentioned the need for homes for the homeless, possibly tiny homes on many of the vacant lots in the County.

2) Glenda Smith - a former educator spoke in reference to the needs of those with mental illness. She gave a pamphlet to the Commissioners with information about support groups.

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3) Keith Galyean - Advance Fire Department, Secretary of Board of Directors - spoke in reference to the letter the fire department received on January 21, 2022. He stated the letter was handed to Rodney Miller (Chief) which terminated the lease the County had with the Fire Department to house EMS personnel. Galyean stated the letter didn't contain specific facts but contained four broad points. He asked why they were not given any information beforehand. He feels things could have been handled differently. Advance Fire Department hired a third party to investigate, and the individual (who was accused of the unwanted touching) is no longer with fire department. He asked why the Commissioners were not made aware of this situation.

4) David Miller - Advance Fire Department - he also spoke about the letter received by Advance Fire Department. He feels things should have been handled differently. He is very concerned about response times for the citizens in this area who may need EMS assistance, as their response times will be delayed.

5) Rodney Miller - Advance Fire Department, Chief of Advance Fire Department - he stated how upset he was by what has transpired and how unprofessional he felt it was handled. He also stated how concerned he is for the citizens of the County in this area whose response time will be greatly delayed.

1. Public Comment Period Rules

7. Presentations

There was one presentation this evening:

1) Davie County Recreation and Parks 2021 Highlights - Paul Moore, Davie County Recreation and Parks Director, along with Chair of Recreation and Parks Advisory Board presented the 2021 Highlights. Many new programs were added, grants were applied for and received, many new visitors have visited the Park, and the Splash pad has been a huge success. They stated how wonderful that staff is and look forward to a wonderful year in 2022.

1. Davie County Recreation & Parks 2021 Highlights

8. Public Hearings

There were three (3) Public Hearings held:

1) Zoning Map Amendment 2022-01 Crabtree Road - presented by Development and Facilities Services Director Andrew Meadwell. Meadwell stated this Zoning Map Amendment is to rezone approximately 110 acres from Residential-20 (R-20) to Residential Agricultural (R-A). The subject properties are located along Crabtree Road and is further described as Davie County Tax Map D30000002101, D30000002103, D30000002104, D30000002301 D30000002105, D30000002302, D3-00000021(portion), D300000018, D300000022, D00000023, D300000024, E300000036 (portion).

The Public Hearing was opened by Chair Blakley at 6:45 p.m. County Attorney Ed Vogler, explained the rules for the Public Hearing. No one came forward to speak, and the Public Hearing was closed at 6:47 p.m.

A motion was made by Commissioner Jones to approve and the following statement be adopted:

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

1. The property is rural residential on the 2019 plan.
2. The Comprehensive Plan policy goals to increase infill development by incentivizing reuse of existing vacant or underutilized buildings and properties.
3. The property is indicated as a rural growth area on the Growth Enhancement Strategy map within the Comprehensive Plan.

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

1. The property's location near agriculture, forestry, and open space.
2. The property's location near similar housing types.
3. The lack of availability of public infrastructure including water and sewer.

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

2) Modification of Code of Ordinances to be Compliant with Senate Bill 300 - presented by County Attorney Ed Vogler - Vogler stated the County must comply with NC general statutes. Our ordinances must specify criminal penalties in order for enforcement to take place. Vogler noted the modification of ordinances cannot be voted on during the meeting in which it is introduced. The Public Hearing opened at 6:49 p.m. No one came forward to speak and the Public Hearing comments section closed at 6:50 p.m.

3) Economic Development Incentives Project DFA - presented by David Bone County Manager - Bone mentioned a Public Hearing was held in September for this project. Adjustments have been made since that time and a second Public Hearing is required. The Public Hearing was opened at 6:53 p.m. County Attorney Ed Vogler, explained the rules for the Public Hearing. No one came forward to speak and the Public Hearing was closed at 6:54 p.m. A motion was made by Commissioner Jones to approve the Economic Development Incentives Project DFA as presented. Commissioner Poindexter seconded the motion. All were in favor, and the motion passed 5-0 (Blakley, Renegar, Finney, Jones, Poindexter).

1. Zoning Map Amendment 2022-01 Crabtree Road
2. Modification of Code of Ordinances to be Compliant with Senate Bill 300
3. 3911 : Public Hearing: Economic Development Incentives Project DFA

9. Consent Agenda

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

A. Approval of Minutes

1. Board of Commissioners - Regular Meeting - Jan 3, 2022 6:00 PM
2. Board of Commissioners - Special Called Meeting - Jan 26, 2022 8:00 AM

B. Tax Reports, Releases and Refunds

1. Authorization to Proceed with Enforced Tax Collection
2. Authorization to Advertise List of Unpaid 2021 Taxes
3. Tax Reports, Release & Refunds

C. Appointments

1. Board of Adjustment - Re-Appointment - Barbara Owens
2. Juvenile Crime Prevention Council Appointment - Luke Harris
3. Aging & Adult Services Community Advisory Committee Appointments - Deborah Cornatzer & Brenda Robertson
4. Piedmont Triad Regional Development Corporation Appointment - James Blakley

D. Budget Amendments/Transfers

1. Budget Amendments for February 2022 Board of Commissioners Meeting

10. Old Business

There was no Old Business discussed this evening.

11. New Business

There was no New Business discussed this evening.

12. County Manager's Report

County Manager David Bone offered the following report:

- Currently, we have 608 documented, active COVID cases in Davie County, which is a decrease from the high of 1,128 cases, which we had on January 21st.
- During the month of February, Davie County Health and Human Services will be extending its hours to provide COVID-19 vaccines/boosters at the Government Center (154 Government Center Drive Mocksville, NC). To schedule an appointment, please call 336-753-6779. Nurses contracted through NCDHHS will be supporting these vaccination efforts. The extended hours will be on:
 - Tuesday 2/15/22 from 830AM - 7PM

- Thursday 2/17/22 from 7AM - 5PM
 - Tuesday 2/22/22 from 830AM - 7PM
 - Thursday 2/24/22 from 7AM - 5PM
 - Saturday 2/26/22 from 8AM - 12PM
 - Additional dates in March will be considered if there is sufficient and continued demand.
- A Public Meeting on our Water Supply Improvements project was held on January 24th, and the meeting went well. As a follow-up to this meeting, citizens may find information about the needs, benefits, and impacts of this project on the County website.
- As you know, the Board of Commissioners held a budget work session on January 26th. Thank you for your input and the leadership you provided during this workshop. Staff looks forward to continuing to work with Commissioners in development of the FY 2022-23 Budget.
- The Electronic Recycling Day scheduled for the Davie County Convenience Center on January 29th was canceled, due to inclement weather. Additional Electronic Recycling Days will be held on April 30th, July 30th and October 29th.
- A presentation of a draft update of the County's Solar Ordinance was provided at the January 3rd Board of Commissioners meeting. Commissioners are asked to let me know in the near future if you have any questions about the updated draft ordinance.
- The County received six (6) bids for the Annex Building renovations on February 3rd. The County plans to move forward with the project with the apparent low bidder (Westbend Construction Corp., with an apparent winning bid amount of \$264,451.62). The Annex renovation project consist of the up fit to roughly 8,000sqft of the building located at 642 Wilkesboro St. in Mocksville. When completed, the newly renovated portions will house the following agencies: Davie County Soil and Water, N.C. Forestry, N.C. Cooperative Extension, 4H and Davie County Fire Marshal office. Work is expected to begin March 1st, 2022 and wrap up before the end of this fiscal year.
- Congratulations to Nathan and Lisa Parrish, who have been recognized as Resource Parents of the Year! They began their fostering journey in January 2017. Since becoming foster parents, Nathan and Lisa have fostered seven children. Thank you to Nathan and Lisa and all of the foster parents who serve children in Davie County for the tremendous service they provide.
- Davie County is currently recruiting for several positions. We offer competitive salaries and great benefits. Anyone interesting in becoming part of the Davie County team is asked to check-out the job postings on the Davie County website.

13. Commissioners' Comments

The Commissioners' thanked those in attendance at the meeting, expressed appreciation for citizens who spoke during Public Comments, and expressed their desire to keep the lines of communication open.

14. Closed Session

Commissioner Renegar made a motion to enter into closed session at 7:06 p.m. pursuant to NC GS 143.318.11(a)(3)(6) & (5): to Consult with an Attorney Employed or Retained by the Public Body in Order to Preserve the Attorney-Client Privilege Between the Attorney and the Public Body; to Consider the Qualifications, Competence, Performance, Character, Fitness, Conditions of Appointment, or Conditions of Initial Employment of an Individual Public Officer or Employee or Prospective Public Officer or Employee; or to Hear or Investigate a Complaint, Charge, or Grievance by or Against an Individual Public Officer or Employee; and to Establish, or to Instruct the Public Body's Staff or Negotiating Agents Concerning the Position to be Taken by or on Behalf of the Public Body in Negotiating the Price and Other Material Terms of a Contract or Proposed Contract for the Acquisition of Real Property by Purchase, Option, Exchange, or Lease. Property Located at 223 Hospital Street, Mocksville, NC 27028.

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

Commissioner Finney made a motion to enter back into regular session at 9:40 p.m. Commissioner Jones seconded the motion. All were in favor, and the motion passed 5-0 (Blakley, Renegar, Jones, Finney, Poindexter).

1. Closed Session Pursuant to NC GS 143.318.11(A)(3) to Consult with an Attorney Employed or Retained by the Public Body in Order to Preserve the Attorney-Client Privilege Between the Attorney and the Public Body.
2. Closed Session Pursuant to NC GS 143.318.11(A)(6) to Consider the Qualifications, Competence, Performance, Character, Fitness, Conditions of Appointment, or Conditions of Initial Employment of an Individual Public Officer or Employee or Prospective Public Officer or Employee; or to Hear or Investigate a Complaint, Charge, or Grievance by or Against an Individual Public Officer or Employee.
3. Closed Session 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. Property Located at 223 Hospital Street, Mocksville, NC 27028.

15. Adjourn

Commissioner Finney made a motion to adjourn this evening's meeting at 9:41 p.m. Commissioner Poindexter seconded the motion. All were in favor, and the motion passed 5-0 (Blakley, Renegar, Finney, Jones, Poindexter).

Board of Commissioners

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

**Interim County Manager**

Michael M. Ruffin
 Commissioners Meeting Room
 123 South Main Street
 Mocksville, NC 27028
 February 16, 2022 3:00 PM

MINUTES Special Called Meeting

I. Call to Order

Attendee Name	Title	Status	Arrived
James Blakley	Chairman	Present	3:00 PM
Terry N. Renegar	Vice-Chairman	Present	3:00 PM
Benita Finney	Commissioner	Present	3:00 PM
Mark S. Jones	Commissioner	Present	3:00 PM
Richard B. Poindexter	Commissioner	Present	3:00 PM

II. Invocation

The Invocation was offered by Commissioner Jones.

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

IV. Ethics & Conflicts Disclosure

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

V. Adopt Agenda

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

VI. Closed Session

Commissioner Poindexter made a motion at 3:04 p.m. to enter into Closed Session Pursuant to 143.318.11(A)(6) to Consider the Qualifications, Competence, Performance, Character, Fitness, Conditions of Appointment, or Conditions of Initial Employment of an Individual Public Officer or Employee or Prospective Public Officer or Employee; or to Hear or Investigate a Complaint, Charge, or Grievance by or Against an Individual Public Officer or Employee; and 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 the Price and Other Material Terms of a Contract or Proposed Contract for the Acquisition of Real Property by Purchase, Option, Exchange, or Lease. The Board is Looking at Multiple Locations in the County to Determine Best Coverage for EMS Bases. Commissioner Finney seconded the

Minutes Acceptance: Minutes of Feb 16, 2022 3:00 PM (Approval of Minutes)

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

Commissioner Finney made a motion to enter back into regular session at 7:02 p.m. Commissioner Jones seconded the motion. All were in favor, and the motion passed 5-0 (Blakley, Renegar, Finney, Jones, Poindexter).

1. Closed Session Pursuant to NC GS 143.318.11(A)(6) to Consider the Qualifications, Competence, Performance, Character, Fitness, Conditions of Appointment, or Conditions of Initial Employment of an Individual Public Officer or Employee or Prospective Public Officer or Employee; or to Hear or Investigate a Complaint, Charge, or Grievance by or Against an Individual Public Officer or Employee; and (5) to Establish, or to Instruct the Public Body's Staff or Negotiating Agents Concerning the Position to be Taken by or on Behalf of the Public Body in Negotiating (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. the Board is Looking at Multiple Locations in the County to Determine Best Coverage for EMS Bases.

VII. Adjourn

Commissioner Poindexter made a motion at 7:03 p.m. to adjourn the meeting. Commissioner Finney seconded the motion. All were in favor, and the motion passed 5-0 (Blakley, Renegar, Finney, Jones, Poindexter).



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

Agenda Item Details:

Date of Meeting: March 7, 2022

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Closed Session Minutes 02/07/2022 & 02/16/2022

BACKGROUND/PURPOSE OF REQUEST: Closed Session Minutes 02/07/2022 & 02/16/2022

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: March 7, 2022

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Tax Reports, Releases, & Returns - March, 2022

BACKGROUND/PURPOSE OF REQUEST: Tax Reports, Releases, & Returns - March, 2022

FISCAL IMPACT: <Insert Info Here>

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:

BOCC_TaxReports_20220307

COMMISSIONER APPROVAL OF RELEASES & REFUNDS

PROCESSED: January 15, 2022 Thru February 14, 2022

PROCESSED: February 2022

REGULAR RELEASES

MOTOR VEHICLE	\$0.00
REAL & PERSONAL	\$21,426.62
EMS	\$7,085.52
TOTALS	\$28,512.14

REGULAR REFUNDS

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

COUNTY GRAND TOTAL	\$28,512.14
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JAMES BLAKLEY
CHAIRMAN OF THE BOARD
DAVIE COUNTY BOARD OF COMMISSIONERS

NEW MOTOR VEHICLE SYSTEM REFUNDS (VTS)

MOTOR VEHICLE NCVTS	\$3,099.55
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RUN DATE: 2/15/2022 9:13 AM

REGULAR RELEASE REPORT 1/15/2022-2/14/2022
Davie County

9.B.1.a

PARAMETERS SELECTED FOR RELEASES REPORT:

TRANSACTION DATE/TIME RANGE: 01/15/2022 - 02/14/2022

PAYMENT DATE RANGE:

BILL TYPE: Regular

BILL YEAR/NUMBER RANGE:

PRINT TOTALS ONLY: No

USER/OPERATOR:

EXCLUDE USERS/OPERATORS: ,R2

SORT ORDER: Name

REPORT TITLE: REGULAR RELEASE REPORT

1/15/2022-2/14/2022

DISTRICT/TYPE/FEE:

BATCH MONTH RANGE:

BATCH YEAR RANGE:

BATCH REAL TIME:

INCLUDE ONLY THOSE WITH RELEASE NUMBERS: No

Attachment: BOCC_TaxReports_20220307 (Tax Reports, Releases, & Returns - March, 2022)

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
6739000 BIVENS STEVEN K	2020-22027	DY: PERSONAL PROPERTY	krafie	2/14/2022 4:58:22 PM		
				C ADVLTAX	8,288.00	61.17
				C PEN FEE	8,288.00	6.12
				FR01ADVL TAX	8,288.00	3.32
				FR01PEN FEE	8,288.00	0.33
				FIREADVRURALT	8,288.00	2.02
				AX		
				FIREADVRURALP	8,288.00	0.20
				ENFEE		
		TRADED MHOM INTO CLAYTON HOMES IN 2019		TOTAL RELEASES:		73.16
6739000 BIVENS STEVEN K	2021-2386	DY: PERSONAL PROPERTY	krafie	2/14/2022 4:58:02 PM		
				C ADVLTAX	8,288.00	60.75
				C PEN FEE	8,288.00	6.08
				FR01ADVL TAX	8,288.00	3.32
				FR01PEN FEE	8,288.00	0.33
				FIREADVRURALT	8,288.00	2.02
				AX		
				FIREADVRURALP	8,288.00	0.20
				ENFEE		
		TRADED MHOM INTO CLAYTON HOMES IN 2019		TOTAL RELEASES:		72.70
8315815 BOLER QWAN	2021-33070	DY: RP:	RRiel	1/26/2022 11:17:43 AM		
				C EMS GARN FEE	0.00	58.68
				C-EMS DELQ FEE	0.00	1,336.40
		NO LONGER EMPLOYEED PER EMPLOYEE SECURITY		TOTAL RELEASES:		1,395.08
202220061200 BOOE CARLTON ARMANUS	2022-200612	DY:21 PERSONAL PROPERTY	Klogan	2/10/2022 10:00:55 AM		
				FR12ADVL TAX	900.00	1.89
				C ADVLTAX	900.00	34.63
				CI02ADVL TAX	900.00	13.70
		VEHICLE IS LISTED ON ANNUAL PROPERTY LISTING FORM		TOTAL RELEASES:		50.22
202220062500 BOOE CARLTON ARMANUS	2022-200625	DY:21 PERSONAL PROPERTY	Klogan	2/10/2022 10:03:08 AM		
				FR12ADVL TAX	500.00	1.05
				C ADVLTAX	500.00	19.24
				CI02ADVL TAX	500.00	7.61
		VEHICLE WAS LISTED ON ANNUAL PERSONAL PROPERTY LISTING FORM		TOTAL RELEASES:		27.90
8316118 BROWN JUDY	2021-33086	DY: RP:	RRiel	1/26/2022 10:59:18 AM		
				C-EMS DELQ FEE	0.00	204.04
				C EMS GARN FEE	0.00	60.00
		NO PAYMENT RECEIVED PAST 90 DAYS		TOTAL RELEASES:		264.04

Attachment: BOCC_TaxReports_20220307 (Tax Reports, Releases, & Returns - March, 2022)

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
202120359500 BRYAN JOHN CHARLES JR	2021-203595	DY:20 PERSONAL PROPERTY	Klogan	2/2/2022 3:51:33 PM		
				FR12ADVL TAX	3,700.00	0.62
				CI02ADVL TAX	3,700.00	4.47
				C ADVL TAX	3,700.00	11.38
		DMV CHANGED RENEWAL DATE - NO GAP		TOTAL RELEASES:		16.47
202120351300 BRYAN JOHN CHARLES JR	2021-203513	DY:20 PERSONAL PROPERTY	Klogan	2/2/2022 3:50:20 PM		
				FR12ADVL TAX	33,202.00	1.11
				CI02ADVL TAX	33,202.00	8.02
				C ADVL TAX	33,202.00	20.42
		DMV CHANGED RENEWAL DATE - TAXES WERE PAID ON TIME		TOTAL RELEASES:		29.55
202120358100 BRYAN JOHN CHARLES JR	2021-203581	DY:20 PERSONAL PROPERTY	Klogan	2/2/2022 3:51:04 PM		
				FR12ADVL TAX	5,400.00	0.90
				CI02ADVL TAX	5,400.00	6.52
				C ADVL TAX	5,400.00	16.60
		DMV CHANGED RENEWAL DATE - TAXES WERE PAID NO GAP		TOTAL RELEASES:		24.02
8310120 CALLOWAY BRIAN TIMOTHY JR	2021-4215	DY: PERSONAL PROPERTY	krafie	2/7/2022 10:51:52 AM		
				FR13PEN FEE	23,040.00	0.92
				FR13ADVL TAX	23,040.00	9.22
				C PEN FEE	23,040.00	16.89
				C ADVL TAX	23,040.00	168.88
		SOLD BOAT 6/22/2019. BILL OF SALE PROVIDED		TOTAL RELEASES:		195.91
8310120 CALLOWAY BRIAN TIMOTHY JR	2020-28206	DY: PERSONAL PROPERTY	krafie	2/7/2022 10:51:31 AM		
				FR13PEN FEE	23,040.00	0.92
				FR13ADVL TAX	23,040.00	9.22
				C PEN FEE	23,040.00	17.00
				C ADVL TAX	23,040.00	170.04
		SOLD BOAT 6/22/2019. BILL OF SALE PROVIDED		TOTAL RELEASES:		197.18
8316330 CATHCART VICKY	2021-33094	DY: RP:	RRiel	1/26/2022 10:57:35 AM		
				C EMS GARN FEE	0.00	60.00
				C-EMS DELQ FEE	0.00	150.00
		NO PAYMENT RECEIVED PAST 90 DAYS		TOTAL RELEASES:		210.00
8314993 CHAPMAN MATTHEW	2020-33017	DY: RP:	RRiel	1/26/2022 11:19:00 AM		
				C-EMS DELQ FEE	0.00	575.87
				C EMS GARN FEE	0.00	39.67
		NO LONGER EMPLOYED PER EMPLOYEE SECURITY		TOTAL RELEASES:		615.54

Attachment: BOCC_TaxReports_20220307 (Tax Reports, Releases, & Returns - March, 2022)

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
8313184 CHARLES FELICIA	2019-30112	DY: RP:	RRiel	1/26/2022 11:20:47 AM		
				C-EMS DELQ FEE	0.00	839.32
				C EMS GARN FEE	0.00	47.47
				TOTAL RELEASES:		886.79
8313280 CORNWALL RICHARD ORRAN	2021-5999	DY: PERSONAL PROPERTY	krafie	2/4/2022 3:28:57 PM		
				C ADVLTAX	1,655.00	12.13
				FR15ADVL TAX	1,655.00	0.66
				TOTAL RELEASES:		12.79
8312674 CROWDER NANCY	2021-6488	DY: PERSONAL PROPERTY	krafie	2/3/2022 10:41:24 AM		
				FR02PEN FEE	6,650.00	0.27
				FR02ADVL TAX	6,650.00	2.66
				C ADVLTAX	6,650.00	48.74
				C PEN FEE	6,650.00	4.87
				TOTAL RELEASES:		56.54
9999999999999999 DAVIE COUNTY FEE COLLECTION	2021-999999	DY: RP:	Heather B	1/24/2022 4:47:14 PM		
				C OCCPFEE		5,021.85
				TOTAL RELEASES:		5,021.85
8315967 DAWSON VONDRELA	2021-33078	DY: RP:	RRiel	1/26/2022 10:59:52 AM		
				C-EMS DELQ FEE	0.00	927.83
				C EMS GARN FEE	0.00	60.00
				TOTAL RELEASES:		987.83
8316542 EATON JOSHUA SETH	2021-205554	DY:21 PERSONAL PROPERTY	krafie	2/8/2022 12:49:23 PM		
				FR09PEN FEE	25,780.00	1.03
				C PEN FEE	25,780.00	18.90
				C ADVLTAX	25,780.00	188.97
				FR09ADVL TAX	25,780.00	10.31
				TOTAL RELEASES:		219.21
202120386800 GUYNN ZACKERY KEITH	2021-203868	DY:20 PERSONAL PROPERTY	Heather B	2/3/2022 1:15:13 PM		
				FR12ADVL TAX	1,090.00	0.11
				C ADVLTAX	1,090.00	2.01
				TOTAL RELEASES:		2.12
8315818 HICKS ROBERT	2021-33072	DY: RP:	RRiel	1/26/2022 11:21:48 AM		
				C EMS GARN FEE	0.00	

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NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
				C-EMS DELQ FEE	0.00	443.86
		NO LONGER EMPLOYED PER EMPLOYEE SECURITY		TOTAL RELEASES:		487.07
202120474200 HOOD BILLY WREN	2021-204742	DY:20 PERSONAL PROPERTY	Heather B 2/2/2022 12:52:42 PM			
				C ADVLTAX	2,110.00	2.60
				FR10ADVL TAX	2,110.00	0.14
		SHOULD HAVE BEEN RELEASED UNDER 3.00		TOTAL RELEASES:		2.74
8301603 HOPE RONALD FRANK	2021-12462	DY: PERSONAL PROPERTY	krafie 2/8/2022 12:28:22 PM			
				CI03ADVL TAX	59,000.00	88.50
				FR15ADVL TAX	59,000.00	23.60
				C ADVLTAX	59,000.00	432.47
		AIRPLANE IS DOUBLE LISTED UNDER THE NAME RONALD HOPE		TOTAL RELEASES:		544.57
8314462 IACOBUECCI MARK A	2021-29415	DY: PERSONAL PROPERTY	krafie 2/14/2022 2:15:09 PM			
				C ADVLTAX	1,940.00	14.22
				C PEN FEE	1,940.00	1.42
				FR02PEN FEE	1,940.00	0.08
				FR02ADVL TAX	1,940.00	0.78
		NOT ON LAKE MYERS PARK LIST FOR 2021		TOTAL RELEASES:		16.50
8315820 JENNETT MARK	2020-33067	DY: RP:	RRiel 1/26/2022 11:27:15 AM			
				C-EMS DELQ FEE	0.00	47.01
				C EMS GARN FEE	0.00	12.99
		NO LONGER EMPLOYED PER EMPLOYEE SECURITY		TOTAL RELEASES:		60.00
202220046800 KERNSTINE JEFFREY DEAN	2022-200468	DY:21 PERSONAL PROPERTY	Klogan 2/9/2022 9:33:27 AM			
				FR01ADVL TAX	10,370.00	3.11
				C ADVLTAX	10,370.00	57.01
		TRANSFERRED PLATES BEFORE RENEWAL WAS UP - NO GAP		TOTAL RELEASES:		60.12
8315679 KITCHENE JAKE	2019-30274	DY: RP:	RRiel 1/26/2022 11:28:31 AM			
				C EMS GARN FEE	0.00	12.24
				C-EMS DELQ FEE	0.00	30.55
		NO LONGER EMPLOYED PER EMPLOYEE SECURITY		TOTAL RELEASES:		42.79
8315971 LOWMAN HEATER	2020-33070	DY: RP:	RRiel 1/26/2022 11:00:26 AM			
				C-EMS DELQ FEE	0.00	150.00
				C EMS GARN FEE	0.00	60.00
		NO PAYMENT RECEIVED PAST 90 DAYS		TOTAL RELEASES:		210.00

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NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
8316334 MILLER ONIE	2021-33099	DY: RP:	RRiel	1/26/2022 10:58:18 AM		
				C-EMS DELQ FEE	0.00	629.98
				C EMS GARN FEE	0.00	60.00
		NO PAYMENT RECEIVED PAST 90 DAYS		TOTAL RELEASES:		689.98
202220032700 MORGAN HARRISON BENJAMIN III	2022-200327	DY:21 PERSONAL PROPERTY	Klogan	2/7/2022 4:16:01 PM		
				FR02ADVL TAX	34,245.00	3.42
				C ADVL TAX	34,245.00	62.75
		TRANSFERRED VALID PLATE ONTO THIS VEHICLE BEFORE EXPIRED TAG RAN OUT - NO GAP		TOTAL RELEASES:		66.17
8315972 PHILLIPS MARK	2021-33082	DY: RP:	RRiel	1/26/2022 11:01:19 AM		
				C EMS GARN FEE	0.00	60.00
				C-EMS DELQ FEE	0.00	150.00
		NO PAYMENT RECEIVED PAST 90 DAYS		TOTAL RELEASES:		210.00
8312539 PRUITT RANDY & PATRICIA	2021-29727	DY: PERSONAL PROPERTY	krafie	2/8/2022 10:25:03 AM		
				FR02ADVL TAX	13,720.00	5.49
				C ADVL TAX	13,720.00	100.57
				FR02PEN FEE	13,720.00	0.55
				C PEN FEE	13,720.00	10.06
		SOLD CAMPER OCTOBER 2019		TOTAL RELEASES:		116.67
8316338 REINHARDT HEATHER	2021-33103	DY: RP:	RRiel	1/26/2022 11:32:49 AM		
				C EMS GARN FEE	0.00	58.62
				C-EMS DELQ FEE	0.00	1,014.60
		NO LONGER EMPLOYED PER EMPLOYEE SECURITY		TOTAL RELEASES:		1,073.22
8316209 RODRIGUEZ LEONEL	2021-205368	DY:21 PERSONAL PROPERTY	krafie	2/3/2022 1:31:15 PM		
				FR10PEN FEE	6,838.00	0.27
				C PEN FEE	6,838.00	5.01
				C ADVL TAX	6,838.00	50.12
				FR10ADVL TAX	6,838.00	2.74
		MOBILE HOME IS DOUBLE LISTED, ALSO LISTED UNDER ACCOUNT NO. 8316209		TOTAL RELEASES:		58.14
8316340 SCHOPPE SKYLER	2021-33105	DY: RP:	RRiel	1/26/2022 10:58:51 AM		
				C EMS GARN FEE	0.00	60.00
				C-EMS DELQ FEE	0.00	150.00
		NO PAYMENT RECEIVED PAST 90 DAYS		TOTAL RELEASES:		210.00
202120494700 SHEETS TRACEY LYNN	2021-204947	DY:20 PERSONAL PROPERTY	Klogan	2/14/2022 4:21:26 PM		
				C ADVL TAX	2,560.00	110.21
				FIREADVL TAX	2,560.00	5.97
		VEHICLE WAS ON LISTING FORM		TOTAL RELEASES:		116.18

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NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
202120415700 SOUKUP BRUCE JEDIAH	2021-204157	DY:20 PERSONAL PROPERTY	Klogan	2/3/2022 3:21:04 PM		
				FIREADVL TAX	7,660.00	8.17
				C ADVLTAX	7,660.00	150.75
				TOTAL RELEASES:		158.92
8312097 STATE OF NORTH CAROLINA	2021-24459	VEHICLE WAS REGISTERED IN OHIO DURING 32 MONTH GAP DY:0RP:O60000006501	RRiel	1/19/2022 2:49:37 PM		
				FR10ADVL TAX	112,630.00	45.05
				C ADVLTAX	112,630.00	825.58
				TOTAL RELEASES:		870.63
8312097 STATE OF NORTH CAROLINA	2021-24461	STATE OWNED DY:0RP:N700000005	RRiel	1/19/2022 2:51:35 PM		
				FR10ADVL TAX	510,900.00	204.36
				C ADVLTAX	510,900.00	3,744.90
				TOTAL RELEASES:		3,949.26
8312097 STATE OF NORTH CAROLINA	2021-24460	STATE OWNED DY:0RP:O600000065	RRiel	1/19/2022 2:51:10 PM		
				FR10ADVL TAX	444,710.00	177.88
				C ADVLTAX	444,710.00	3,259.72
				TOTAL RELEASES:		3,437.60
8315977 TERRY ANGELA	2020-33071	STATE OWNED DY: RP:	RRiel	1/26/2022 11:34:13 AM		
				C EMS GARN FEE	0.00	19.27
				C-EMS DELQ FEE	0.00	286.06
				TOTAL RELEASES:		305.33
8315151 WEBB CAMERON	2020-33047	NO LONGER EMPLOYED PER EMPLOYEE SECURITY DY: RP:	RRiel	2/1/2022 4:00:59 PM		
				C-EMS DELQ FEE	0.00	150.00
				C EMS GARN FEE	0.00	60.00
				TOTAL RELEASES:		210.00
8312771 WILSON CHRIS	2021-29487	past 90 days no payment DY: PERSONAL PROPERTY	Heather B	2/3/2022 9:21:36 AM		
				C ADVLINT	15,900.00	3.21
				C ADVLTAX	15,900.00	116.55
				FR08ADVL TAX	15,900.00	6.36
				FR08ADVLINT	15,900.00	0.17
				TOTAL RELEASES:		126.29
8303164 WILSON WILLIAM CHRISTOPHER	2021-27910	DOUBLE TAXATION DY: PERSONAL PROPERTY	Heather B	2/3/2022 9:08:18 AM		
				FR08PEN INT	12,500.00	0.01
				FR08PEN FEE	12,500.00	0.50
				FR08ADVL TAX	12,500.00	5.00
				C PEN FEE	12,500.00	9.16
				FR08ADVLINT	12,500.00	0.14
				C ADVLTAX	12,500.00	91.63
				C ADVLINT	12,500.00	

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
				C PEN INT	12,500.00	0.25
		SOLD PRIOR TO 2021			TOTAL RELEASES:	109.21
NET RELEASES PRINTED:	23,490.29					
TOTAL TAXES RELEASED						23,490.29

RUN DATE: 2/15/2022 9:13 AM

REGULAR RELEASE REPORT 1/15/2022-2/14/2022

Davie County

C ADVLINT - C ADVLINT

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2021	2021	0	28,400	28,400	0.00	5.73	0	0.00	28,400	5.73
DIST TOTAL		0	28,400	28,400	0.00	5.73	0	0.00	28,400	5.73

C ADVL TAX - 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
2020	2020	0	31,328	31,328	0.00	231.21	0	0.00	31,328	231.21
2021	2020	0	55,722	55,722	0.00	313.97	0	0.00	55,722	313.97
2021	2021	1,068,240	175,311	1,243,551	7,830.20	1,285.03	0	0.00	1,243,551	9,115.23
2022	2021	0	46,015	46,015	0.00	173.63	0	0.00	46,015	173.63
DIST TOTAL		1,068,240	308,376	1,376,616	7,830.20	2,003.84	0	0.00	1,376,616	9,834.04

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
2021	2021	0	0	0	5,021.85	5,021.85	0	0.00	0	10,043.70
DIST TOTAL		0	0	0	5,021.85	5,021.85	0	0.00	0	10,043.70

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
2020	2020	0	31,328	31,328	0.00	23.12	0	0.00	31,328	23.12
2021	2021	0	98,756	98,756	0.00	72.39	0	0.00	98,756	72.39
DIST TOTAL		0	130,084	130,084	0.00	95.51	0	0.00	130,084	95.51

C PEN INT - C PEN INT

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2021	2021	0	12,500	12,500	0.00	0.25	0	0.00	12,500	0.25
DIST TOTAL		0	12,500	12,500	0.00	0.25	0	0.00	12,500	0.25

C EMS GARN FEE - C EMS GARN FEE

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2019	2019	0	0	0	0.00	59.71	0	0.00	0	59.71
2020	2020	0	0	0	0.00	191.93	0	0.00	0	191.93
2021	2021	0	0	0	0.00	520.51	0	0.00	0	520.51
DIST TOTAL		0	0	0	0.00	772.15	0	0.00	0	772.15

C-EMS DELQ FEE - C-EMS DELQ FEE

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2019	2019	0	0	0	0.00	869.87	0	0.00	0	869.87
2020	2020	0	0	0	0.00	1,208.94	0	0.00	0	1,208.94
2021	2021	0	0	0	0.00	5,006.71	0	0.00	0	5,006.71
DIST TOTAL		0	0	0	0.00	7,085.52	0	0.00	0	7,085.52

C102ADVL TAX - MOCKSVILLE CITY

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2021	2020	0	42,302	42,302	0.00	19.01	0	0.00	42,302	19.01
2022	2021	0	1,400	1,400	0.00	21.31	0	0.00	1,400	21.31
DIST TOTAL		0	43,702	43,702	0.00	40.32	0	0.00	43,702	40.32

CI03ADVL TAX - 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
2021	2021	0	59,000	59,000	0.00	88.50	0	0.00	59,000	88.50
DIST TOTAL		0	59,000	59,000	0.00	88.50	0	0.00	59,000	88.50

FIREADVL TAX - 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
2021	2020	0	10,220	10,220	0.00	14.14	0	0.00	10,220	14.14
DIST TOTAL		0	10,220	10,220	0.00	14.14	0	0.00	10,220	14.14

FIREADVRURALPENFEE - FIRE ADV RUR PEN FEE

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2020	2020	0	8,288	8,288	0.00	0.20	0	0.00	8,288	0.20
2021	2021	0	8,288	8,288	0.00	0.20	0	0.00	8,288	0.20
DIST TOTAL		0	16,576	16,576	0.00	0.40	0	0.00	16,576	0.40

FIREADVRURAL TAX - FIRE ADV RURAL TAX

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2020	2020	0	8,288	8,288	0.00	2.02	0	0.00	8,288	2.02
2021	2021	0	8,288	8,288	0.00	2.02	0	0.00	8,288	2.02
DIST TOTAL		0	16,576	16,576	0.00	4.04	0	0.00	16,576	4.04

FR01ADVL TAX - FIREADVL1

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2020	2020	0	8,288	8,288	0.00	3.32	0	0.00	8,288	3.32
2021	2021	0	8,288	8,288	0.00	3.32	0	0.00	8,288	3.32
2022	2021	0	10,370	10,370	0.00	3.11	0	0.00	10,370	3.11
DIST TOTAL		0	26,946	26,946	0.00	9.75	0	0.00	26,946	9.75

FR01PEN FEE - FIREPEN FEE1

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2020	2020	0	8,288	8,288	0.00	0.33	0	0.00	8,288	0.33
2021	2021	0	8,288	8,288	0.00	0.33	0	0.00	8,288	0.33
DIST TOTAL		0	16,576	16,576	0.00	0.66	0	0.00	16,576	0.66

FR02ADVL TAX - FIREADVL2

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2021	2021	0	22,310	22,310	0.00	8.93	0	0.00	22,310	8.93
2022	2021	0	34,245	34,245	0.00	3.42	0	0.00	34,245	3.42
DIST TOTAL		0	56,555	56,555	0.00	12.35	0	0.00	56,555	12.35

FR02PEN FEE - FIREPEN FEE2

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2021	2021	0	22,310	22,310	0.00	0.90	0	0.00	22,310	0.90
DIST TOTAL		0	22,310	22,310	0.00	0.90	0	0.00	22,310	0.90

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REGULAR RELEASE REPORT 1/15/2022-2/14/2022

Davie County

FR08ADVLINT - FIREADVLINT8

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2021	2021	0	28,400	28,400	0.00	0.31	0	0.00	28,400	0.31
DIST TOTAL		0	28,400	28,400	0.00	0.31	0	0.00	28,400	0.31

FR08ADVL TAX - FIREADVL8

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2021	2021	0	28,400	28,400	0.00	11.36	0	0.00	28,400	11.36
DIST TOTAL		0	28,400	28,400	0.00	11.36	0	0.00	28,400	11.36

FR08PEN FEE - FIREPEN FEE8

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2021	2021	0	12,500	12,500	0.00	0.50	0	0.00	12,500	0.50
DIST TOTAL		0	12,500	12,500	0.00	0.50	0	0.00	12,500	0.50

FR08PEN INT - FIREPEN INT8

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2021	2021	0	12,500	12,500	0.00	0.01	0	0.00	12,500	0.01
DIST TOTAL		0	12,500	12,500	0.00	0.01	0	0.00	12,500	0.01

FR09ADVL TAX - FIREADVL9

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2021	2021	0	25,780	25,780	0.00	10.31	0	0.00	25,780	10.31
DIST TOTAL		0	25,780	25,780	0.00	10.31	0	0.00	25,780	10.31

FR09PEN FEE - FIREPEN FEE9

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2021	2021	0	25,780	25,780	0.00	1.03	0	0.00	25,780	1.03
DIST TOTAL		0	25,780	25,780	0.00	1.03	0	0.00	25,780	1.03

FR10ADVL TAX - FIREADVL10

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2021	2020	0	2,110	2,110	0.00	0.14	0	0.00	2,110	0.14
2021	2021	1,068,240	6,838	1,075,078	427.29	2.74	0	0.00	1,075,078	430.03
DIST TOTAL		1,068,240	8,948	1,077,188	427.29	2.88	0	0.00	1,077,188	430.17

FR10PEN FEE - FIREPEN FEE10

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2021	2021	0	6,838	6,838	0.00	0.27	0	0.00	6,838	0.27
DIST TOTAL		0	6,838	6,838	0.00	0.27	0	0.00	6,838	0.27

FR12ADVL TAX - FIREADVL12

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2021	2020	0	43,392	43,392	0.00	2.74	0	0.00	43,392	2.74
2022	2021	0	1,400	1,400	0.00	2.94	0	0.00	1,400	2.94
DIST TOTAL		0	44,792	44,792	0.00	5.68	0	0.00	44,792	5.68

Attachment: BOCC_TaxReports_20220307 (Tax Reports, Releases, & Returns - March, 2022)

FR13ADVL TAX - FIREADVL13

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	23,040	23,040	0.00	9.22	0	0.00	23,040	9.22
2021	2021	0	23,040	23,040	0.00	9.22	0	0.00	23,040	9.22
DIST TOTAL		0	46,080	46,080	0.00	18.44	0	0.00	46,080	18.44

FR13PEN FEE - FIREPEN FEE13

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	23,040	23,040	0.00	0.92	0	0.00	23,040	0.92
2021	2021	0	23,040	23,040	0.00	0.92	0	0.00	23,040	0.92
DIST TOTAL		0	46,080	46,080	0.00	1.84	0	0.00	46,080	1.84

FR15ADVL TAX - FIREADVL15

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2021	2021	0	60,655	60,655	0.00	24.26	0	0.00	60,655	24.26
DIST TOTAL		0	60,655	60,655	0.00	24.26	0	0.00	60,655	24.26
GRAND TOTALS:		2,136,480	1,094,574	#Error	13,279.34	15,232.80	0	0.00	3,231,054	28,512.14

RUN DATE: 2/15/2022 9:14 AM

VEHICLE RELEASE REPORT 1/15/2022-2/14/2022
Davie County

9.B.1.a

PARAMETERS SELECTED FOR RELEASES REPORT:

TRANSACTION DATE/TIME RANGE: 01/15/2022 - 02/14/2022

PAYMENT DATE RANGE:

BILL TYPE: Motor Vehicle

BILL YEAR/NUMBER RANGE:

PRINT TOTALS ONLY: No

USER/OPERATOR:

EXCLUDE USERS/OPERATORS: ,R2

SORT ORDER: Name

REPORT TITLE: VEHICLE RELEASE REPORT

1/15/2022-2/14/2022

DISTRICT/TYPE/FEE:

BATCH MONTH RANGE:

BATCH YEAR RANGE:

BATCH REAL TIME:

INCLUDE ONLY THOSE WITH RELEASE NUMBERS: No

Attachment: BOCC_TaxReports_20220307 (Tax Reports, Releases, & Returns - March, 2022)

RUN DATE: 2/15/2022 9:14 AM

VEHICLE RELEASE REPORT 1/15/2022-2/14/2022
Davie County

9.B.1.a

Attachment: BOCC_TaxReports_20220307 (Tax Reports, Releases, & Returns - March, 2022)

RUN DATE: 2/15/2022 9:14 AM

VEHICLE RELEASE REPORT 1/15/2022-2/14/2022
Davie County

9.B.1.a

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

Attachment: BOCC_TaxReports_20220307 (Tax Reports, Releases, & Returns - March, 2022)

RUN DATE: 2/15/2022 9:14 AM

VEHICLE RELEASE REPORT 1/15/2022-2/14/2022
Davie County

9.B.1.a

GRAND TOTALS:

Attachment: BOCC_TaxReports_20220307 (Tax Reports, Releases, & Returns - March, 2022)

RUN DATE: 2/15/2022 9:05 AM

DAVIE COUNTY REFUND REPORT
REGULAR REFUND REPORT 1/15/22-2/14/22**PARAMETERS SELECTED FOR ACTIVITY REFUND REPORT:**

TRANSACTION DATE RANGE: 01/15/2022 12:00:00 AM - 02/14/2022 12:00:00 AM

PAYMENT DATE RANGE:

USER/OPERATOR: ,R2

TAX DISTRICT(S):

BILL YEAR RANGE:

BILL# RANGE:

BILL TYPE: Regular

RELEASE NUMBER ONLY:No

SORT BY: Name

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

RUN DATE: 2/15/2022 9:05 AM

DAVIE COUNTY REFUND REPORT
REGULAR REFUND REPORT 1/15/22-2/14/22

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

RUN DATE: 2/15/2022 9:05 AM

DAVIE COUNTY REFUND REPORT
REGULAR REFUND REPORT 1/15/22-2/14/22

VOIDED REFUND AMOUNTS OF REFUNDS NOT IN 1/15/2022 - 2/14/2022

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

RUN DATE: 2/15/2022 9:06 AM

DAVIE COUNTY REFUND REPORT
VEHICLE REFUND REPORT 1/15/22-2/14/22**PARAMETERS SELECTED FOR ACTIVITY REFUND REPORT:**

TRANSACTION DATE RANGE: 01/15/2022 12:00:00 AM - 02/14/2022 12:00:00 AM

PAYMENT DATE RANGE:

USER/OPERATOR: ,R2

TAX DISTRICT(S):

BILL YEAR RANGE:

BILL# RANGE:

BILL TYPE: Motor Vehicle

RELEASE NUMBER ONLY:No

SORT BY: Name

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

RUN DATE: 2/15/2022 9:06 AM

DAVIE COUNTY REFUND REPORT
VEHICLE REFUND REPORT 1/15/22-2/14/22

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

RUN DATE: 2/15/2022 9:06 AM

DAVIE COUNTY REFUND REPORT
VEHICLE REFUND REPORT 1/15/22-2/14/22

VOIDED REFUND AMOUNTS OF REFUNDS NOT IN 1/15/2022 - 2/14/2022

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

Mocksville \$153.47

Refund total \$ 3,099.55



Payee Name	Secondary Owner	Address 1	Address 3	Refund Type	Bill #	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Lay Type	Change	Interest Charge	Total Change
ALLEN, ALICE POTTS		1644 NC HIGHWAY 801 S	ADVANCE, NC 27006	Proration	0050674 345	Generated due to proration on Bill #0050674345-2021-2021-0000-00	Vehicle Sold	02/01/2022	C ADVL ADVRUR FIREADVL1	Tax	(\$103.01) (\$3.43) (\$5.62)	\$0.00	(\$103.01) (\$3.43) (\$5.62)
BALDWIN, GARY PATRICK		1218 PEOPLES CREEK RD	ADVANCE, NC 27006	Proration	0062632 185	Generated due to proration on Bill #0062632185-2021-2021-0000-00	Vehicle Sold	02/01/2022	C ADVL ADVRUR FIREADVL1	Tax	(\$389.33) (\$12.95) (\$21.25)	\$0.00	(\$389.33) (\$12.95) (\$21.25)
BROOKS, LOUIE BARNWELL III		317 OAK GROVE CHURCH RD	MOCKSVIL LE, NC 27028	Proration	0041908 260	Generated due to proration on Bill #0041908260-2021-2021-0000-00	Vehicle Sold	02/01/2022	C ADVL ADVRUR FIREADVL12	Tax	(\$227.37) (\$12.32)	\$0.00	(\$227.37) (\$12.32)
BUNTON, TYLER COY		266 WILKESBORO ST	MOCKSVIL LE, NC 27028	Proration	0058097 853	Generated due to proration on Bill #0058097853-2020-2020-0000-00	Vehicle Sold	02/01/2022	C ADVL ADVRUR FIREADVL15	Tax	(\$29.55) (\$1.53)	\$0.00	(\$29.55) (\$1.53)
CLODFELTE, R. JOSEPH RANDAL		710 OAK VALLEY BLVD	ADVANCE, NC 27006	Proration	0061810 232	Generated due to proration on Bill #0061810232-2021-2021-0000-00	Vehicle Sold	02/04/2022	C ADVL ADVRUR FIREADVL10	Tax	(\$28.03) (\$1.53)	\$0.00	(\$28.03) (\$1.53)
COBLE, GREGORY HOWELL	COBLE, KRISTY MOEWEN	5032 US HIGHWAY 601 N	MOCKSVIL LE, NC 27028	Proration	0042538 601	Generated due to proration on Bill #0042538601-2021-2021-0000-00	Vehicle Sold	02/07/2022	C ADVL ADVRUR FIREADVL10	Tax	(\$3.37) (\$0.18)	\$0.00	(\$3.37) (\$0.18)
COLNER, GREGORY HENRY		111 AUGUSTA CT	ADVANCE, NC 27006	Proration	0048203 639	Generated due to proration on Bill #0048203639-2021-2021-0000-00	Vehicle Sold	02/01/2022	C ADVL ADVRUR FIREADVL15	Tax	(\$70.95) (\$3.85)	\$0.00	(\$70.95) (\$3.85)
COOK, MITCHELL BLAKE	COOK, STEPHANIE MICHELLE WILLIS	122 LEILA CT	MOCKSVIL LE, NC 27028	Proration	0037225 384	Generated due to proration on Bill #0037225384-2020-2020-0000-00	Vehicle Sold	02/01/2022	C ADVL ADVRUR FIREADVL12	Tax	(\$94.15) (\$37.00)	\$0.00	(\$94.15) (\$37.00)
DYSON, JAMES EARLE JR	DYSON, KAREN FITZGERALD	129 BROOKSIDE LN	ADVANCE, NC 27006	Proration	0061879 009	Generated due to proration on Bill #0061879009-2021-2021-0000-00	Vehicle Sold	02/01/2022	C ADVL ADVRUR FIREADVL8	Tax	(\$134.32) (\$23.70)	\$0.00	(\$134.32) (\$23.70)
FREER, JOSEPH FRANCIS		105 PEMBROOKE RIDGE CT	BERMUDA RUN, NC 27006	Proration	0050441 430	Generated due to proration on Bill #0050441430-2021-2021-0000-00	Vehicle Sold	02/01/2022	C ADVL ADVRUR FIREADVL15	Tax	(\$29.69) (\$26.54) (\$7.08)	\$0.00	(\$29.69) (\$26.54) (\$7.08)
GRAHAM, LARRY DEAN		173 RAINTREE RD	ADVANCE, NC 27006	Adjustment < \$100	0034335 929	Generated due to adjustment on Bill #0034335929-2021-2021-0000-00	Over Assess ment	02/01/2022	C ADVL ADVRUR FIREADVL1	Tax	(\$26.85) (\$0.89) (\$1.47)	\$0.00	(\$26.85) (\$0.89) (\$1.47)
HAIRE, LILLIAN CORNATZE R		119 ROCK HOUSE RD	MOCKSVIL LE, NC 27028	Proration	0050797 061	Generated due to proration on Bill #0050797061-2021-2021-0000-00	Vehicle Totalled	02/01/2022	C ADVL ADVRUR FIREADVL15	Tax	(\$35.79) (\$1.95)	\$0.00	(\$35.79) (\$1.95)
HUNKLER, FABRICATIO N LLC		123 S PARK PL CT #6	MOCKSVIL LE, NC 27028	Proration	0059438 582	Generated due to proration on Bill #0059438582-2020-2020-0000-00	Vehicle Sold	02/01/2022	C ADVL ADVRUR FIREADVL12	Tax	(\$57.56) (\$22.62)	\$0.00	(\$57.56) (\$22.62)
HUNOLT, MONICA ANNE		158 W CHURCH ST	MOCKSVIL LE, NC 27028	Proration	0063856 284	Generated due to proration on Bill #0063856284-2021-2021-0000-00	Vehicle Sold	02/07/2022	C ADVL ADVRUR FIREADVL12	Tax	(\$113.98) (\$45.09)	\$0.00	(\$113.98) (\$45.09)
LOGIE, JAMES ALLAN		188 JUNIPER CIR	ADVANCE, NC 27006	Proration	0023356 357	Generated due to proration on Bill #0023356357-2021-2021-0000-00	Vehicle Sold	02/01/2022	C ADVL ADVRUR FIREADVL15	Tax	(\$24.62) (\$5.04)	\$0.00	(\$24.62) (\$5.04)
MARTIN, WESLEY FERRELL JR		794 SAINT RD	MOCKSVIL LE, NC 27028	Proration	0064159 928	Generated due to proration on Bill #0064159928-2021-2021-0000-00	Vehicle Sold	02/01/2022	C ADVL ADVRUR FIREADVL12	Tax	(\$21.57) (\$1.17)	\$0.00	(\$21.57) (\$1.17)
MCCABE, ROBERT JOSEPH	MCCABE, LAURIE DEZENDORP	3812 FORRESTGATE DR APT 338	WINSTON SALEM, NC 27103	Proration	0052718 784	Generated due to proration on Bill #0052718784-2020-2020-0000-00	Vehicle Sold	02/01/2022	C ADVL ADVRUR FIREADVL15	Tax	(\$48.24) (\$91.11)	\$0.00	(\$48.24) (\$91.11)
MOLLOY, LAURIE ANN		569 OAK VALLEY BLVD	ADVANCE, NC 27006	Proration	0053173 287	Generated due to proration on Bill #0053173287-2021-2021-0000-00	Vehicle Sold	02/07/2022	C ADVL ADVRUR FIREADVL15	Tax	(\$40.10) (\$2.17)	\$0.00	(\$40.10) (\$2.17)



PADMORE, FLOYD MELROY	147 WINDWARD CIR	MOCKSVILLE, NC 27028	Proration: 0058439 140	Refund Generated due to proration on Bill #0058439140-2020-2021-0000-00	Vehicle Sold	02/01/2022	C ADVL C02ADVL C02ADVL FIREADVL12	Tax (\$4.99) Tax (\$1.96) Tax (\$1.96) Tax (\$0.27)	\$0.00 \$0.00 \$0.00 \$0.00	Refund \$7.22
RAMIREZ, JAIRO OLMO	890 S SALISBURY ST	MOCKSVILLE, NC 27028	Proration: 0062079 148	Refund Generated due to proration on Bill #0062079148-2021-2021-0000-00	Vehicle Totalled	02/01/2022	C ADVL C02ADVL C02ADVL FIREADVL12	Tax (\$73.28) Tax (\$28.99) Tax (\$0.00) Tax (\$4.00)	\$0.00 \$0.00 \$0.00 \$0.00	Refund \$106.27
SEATS, TERESA POLK	141 GUMTREE CT	MOCKSVILLE, NC 27028	Proration: 0063278 854	Refund Generated due to proration on Bill #0063278854-2021-2021-0000-00	Vehicle Sold	02/02/2022	C ADVL C02ADVL C02ADVL FIREADVL12	Tax (\$13.96) Tax (\$5.53) Tax (\$0.00) Tax (\$0.76)	\$0.00 \$0.00 \$0.00 \$0.00	Refund \$20.25
SHOAF, NANCY VOGIER	1757 FORK BIXBY RD	ADVANCE, NC 27006	Proration: 0002125 456	Refund Generated due to proration on Bill #0002125456-2020-2020-0000-00	Vehicle Sold	02/01/2022	C ADVL ADVRUR FIREADVL1	Tax (\$13.13) Tax (\$0.43) Tax (\$0.71)	\$0.00 \$0.00 \$0.00	Refund \$14.27
STIKE, JOHNNY RAY	1526 PEOPLES CREEK RD	ADVANCE, NC 27006	Proration: 0060548 077	Refund Generated due to proration on Bill #0060548077-2020-2020-0000-00	Vehicle Sold	02/08/2022	C ADVL ADVRUR FIREADVL1	Tax (\$240.56) Tax (\$7.94) Tax (\$13.04)	\$0.00 \$0.00 \$0.00	Refund \$261.54
TRINITY ONE INVESTMENTS LLC	7980 VALLEYVIEW DR	CLEMMONS, NC 27012	Proration: 0058627 085	Refund Generated due to proration on Bill #0058627085-2020-2020-0000-00	Vehicle Sold	02/01/2022	C ADVL FIREADVL15	Tax (\$19.49) Tax (\$1.06)	\$0.00 \$0.00	Refund \$20.55
WOODY, STEPHEN LEE	1117 RIVERBEND DR	ADVANCE, NC 27006	Proration: 0063981 973	Refund Generated due to proration on Bill #0063981973-2021-2021-0000-00	Vehicle Sold	02/04/2022	C ADVL C03ADVL FIREADVL15	Tax (\$6.17) Tax (\$1.27) Tax (\$0.33)	\$0.00 \$0.00 \$0.00	Refund \$7.77
										Refund \$3099.05

PERCENTAGE REPORT WORKSHEET - REGULAR

January-2022

OUTSTANDING

YEAR	COUNTY	DOG	PENALTY	FIRE	PENALTY	TOTAL
1997	3,253.39	\$6.00	\$163.25	\$236.06	\$12.12	\$3,670.82
1998	3,484.52	\$0.00	\$192.31	\$250.43	\$14.03	\$3,921.29
1999	4,081.50	\$2.00	\$225.72	\$276.78	\$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	3,394.67	\$2.00	\$221.43	\$238.22	\$15.54	\$3,871.86
2005	4,370.04	\$1.00	\$227.52	\$306.67	\$15.96	\$4,921.19
2006	8,685.85	\$1.00	\$345.18	\$560.86	\$22.36	\$9,615.25
2007	9,215.37	\$3.00	\$449.66	\$594.53	\$29.00	\$10,291.56
2008	13,993.82	\$5.00	\$566.53	\$902.84	\$36.56	\$15,504.75
2009	18,894.71	\$6.00	\$633.87	\$1,302.96	\$43.68	\$20,881.22
2010	17,229.51	\$8.00	\$693.28	\$1,188.26	\$47.89	\$19,166.94
2011	15,370.24	\$6.00	\$1,248.68	\$1,060.08	\$86.17	\$17,771.17
2012	11,778.51	\$7.00	\$695.34	\$812.39	\$47.96	\$13,341.20
2013	13,547.61	\$16.00	\$504.52	\$868.56	\$32.04	\$14,968.73
2014	21,239.27	\$13.00	\$724.18	\$1,374.32	\$46.99	\$23,397.76
2015	32,828.72	\$16.00	\$1,176.56	\$1,812.56	\$67.25	\$35,901.09
2016	43,785.91	\$26.00	\$1,620.60	\$2,408.71	\$89.99	\$47,931.21
2017	57,428.97	\$19.00	\$932.45	\$3,155.80	\$51.24	\$61,587.46
2018	94,408.67	\$21.36	\$1,524.35	\$5,124.95	\$82.85	\$101,162.18
2019	160,125.18	\$37.00	\$2,105.79	\$8,795.25	\$114.23	\$171,177.45
2020	275,875.25	\$53.00	\$3,475.26	\$14,953.41	\$188.51	\$294,545.43
2021	1,530,313.51	\$0.00	\$8,392.91	\$83,497.82	\$457.84	\$1,622,662.08
2022	20,973.14	\$0.00	\$0.00	\$1,144.52	\$0.00	\$22,117.66
	\$2,383,556.35	\$258.36	\$27,210.76	\$132,244.63	\$1,595.49	\$2,544,865.59

COLLECTED THIS MONTH

YEAR	COUNTY	FIRE	CO. RELEASED	FIRE RELEASED	TOTAL
1997	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1998	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1999	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2001	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2002	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2003	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2004	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2006	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2007	\$0.00	\$0.00	\$62.00	\$4.00	\$66.00
2008	\$0.00	\$0.00	\$62.00	\$4.00	\$66.00
2009	\$0.00	\$0.00	\$72.50	\$5.00	\$77.50
2010	\$0.00	\$0.00	\$72.50	\$5.00	\$77.50
2011	\$0.00	\$0.00	\$72.50	\$5.00	\$77.50
2012	\$9.89	\$0.69	\$72.50	\$5.00	\$88.08
2013	\$251.43	\$16.21	\$77.50	\$5.00	\$350.14
2014	\$345.03	\$22.26	\$77.50	\$5.00	\$449.79
2015	\$829.43	\$45.59	\$91.00	\$5.00	\$971.02
2016	\$975.70	\$53.61	\$91.00	\$5.00	\$1,125.31
2017	\$1,153.10	\$63.38	\$104.01	\$5.72	\$1,326.21
2018	\$5,064.87	\$274.59	\$105.44	\$5.72	\$5,450.62
2019	\$16,194.19	\$877.81	\$142.41	\$7.68	\$17,222.09
2020	\$28,404.74	\$1,539.52	\$8,156.31	\$442.03	\$38,542.60
2021	\$6,518,111.22	\$355,692.33	\$9,803.52	\$534.98	\$6,884,142.05
2022	\$419.32	\$22.89	\$102.57	\$5.64	\$550.42
	\$6,571,758.92	\$358,608.88	\$19,165.26	\$1,049.77	\$6,950,582.83

DAVIE COUNTY NORTH CAROLINA

Davie County Government
Tax Administration Office 336.753.6120

Jamon Gaddy
Tax Administrator

TO THE BOARD OF COUNTY COMMISSIONERS

COUNTY & FIRE PERCENTAGE REPORT -REGULAR

January 2022

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	15,308,340.96	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	3,871.88	16,571,650.68	16,571,650.68	16,575,522.54	0.00	99.98%	99.98%
2005	19,243,723.51	4,921.19	19,238,802.32	19,238,802.32	19,243,723.51	0.00	99.97%	99.97%
2006	22,110,487.70	9,615.25	22,100,872.45	22,100,872.45	22,110,487.70	0.00	99.96%	99.96%
2007	22,860,769.03	10,291.56	22,850,411.47	22,850,477.47	22,860,769.03	66.00	99.95%	99.95%
2008	23,674,851.42	15,504.75	23,659,280.67	23,659,346.67	23,674,851.42	66.00	99.93%	99.93%
2009	24,499,410.22	20,881.22	24,478,451.50	24,478,529.00	24,499,410.22	77.50	99.91%	99.91%
2010	24,492,482.11	19,166.94	24,473,237.67	24,473,315.17	24,492,482.11	77.50	99.92%	99.92%
2011	24,608,113.19	17,771.17	24,590,264.52	24,590,342.02	24,608,113.19	77.50	99.93%	99.92%
2012	24,662,870.11	13,341.20	24,649,440.83	24,649,528.91	24,662,870.11	88.08	99.95%	99.94%
2013	25,000,753.62	14,968.73	24,985,434.75	24,985,784.89	25,000,753.62	350.14	99.94%	99.92%
2014	25,068,851.69	23,397.76	25,045,004.14	25,045,453.93	25,068,851.69	449.79	99.91%	99.87%
2015	30,401,936.81	35,901.09	30,365,064.70	30,366,035.72	30,401,936.81	971.02	99.88%	99.84%
2016	31,761,538.87	47,931.21	31,712,482.35	31,713,607.66	31,761,538.87	1,125.31	99.85%	99.81%
2017	32,241,025.56	61,587.46	32,178,111.89	32,179,438.10	32,241,025.56	1,326.21	99.81%	99.74%
2018	32,769,649.45	101,162.18	32,663,036.65	32,668,487.27	32,769,649.45	5,450.62	99.69%	99.52%
2019	34,542,782.18	171,177.45	34,354,382.64	34,371,604.73	34,542,782.18	17,222.09	99.50%	99.13%
2020	34,180,368.82	294,545.43	33,847,280.79	33,885,823.39	34,180,368.82	38,542.60	99.14%	93.41%
2021	37,351,939.67	1,622,662.08	28,845,135.54	35,729,277.59	37,351,939.67	6,884,142.05	95.66%	11.51%
2022	22,668.08	22,117.66	\$0.00	550.42	22,668.08	550.42	2.43%	

BEGINNING JULY 1, 2021

	PREV CTD	CTM*	CTD**
MOCKSVILLE	2,490,322.62	1,047,180.55	3,537,503.17
COOLEEMEE	379,504.20	18,744.13	398,248.33
COOL SOLID WASTE	172,940.10	8,122.72	181,062.82
BERMUDA RUN	1,789,436.68	244,215.31	1,789,436.68
BERMUDA RUN GATE	994,746.19	88,291.92	994,746.19
COUNTY OCCUPANCY TAX	341,926.77	11,375.74	353,302.51

*CTM - COLLECTED THIS MONTH

**CTD - COLLECTED TO DATE

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

Prepared by Heather Link

2/15/2022

Packet Pg. 99

Attachment: BOCC_TaxReports_20220307 (Tax Reports, Releases, & Returns - March, 2022)

PERCENTAGE REPORT WORKSHEET - VEHICLE

OUTSTANDING

Jan-22

YEAR	COUNTY	DOG	PENALTY	FIRE	FIRE PENALTY	TOTAL
2000	\$16,062.10	\$0.00	\$0.00	\$1,088.98	\$0.00	\$17,151.08
2001	\$13,173.08	\$0.00	\$0.00	\$932.54	\$0.00	\$14,105.62
2002	\$13,379.34	\$0.00	\$0.00	\$972.93	\$0.00	\$14,352.27
2003	\$11,490.12	\$0.00	\$0.00	\$835.57	\$0.00	\$12,325.69
2004	\$13,559.47	\$0.00	\$0.00	\$963.52	\$0.00	\$14,522.99
2005	\$14,589.82	\$0.00	\$0.00	\$1,023.87	\$0.00	\$15,613.69
2006	\$19,332.70	\$0.00	\$0.00	\$1,278.49	\$0.00	\$20,611.19
2007	\$21,203.17	\$0.00	\$0.00	\$1,368.01	\$0.00	\$22,571.18
2008	\$15,748.26	\$0.00	\$0.00	\$1,015.95	\$0.00	\$16,764.21
2009	\$13,823.18	\$0.00	\$0.00	\$930.83	\$0.00	\$14,754.01
2010	\$16,291.33	\$0.00	\$0.00	\$1,123.53	\$0.00	\$17,414.86
2011	\$18,629.26	\$0.00	\$0.00	\$1,285.18	\$0.00	\$19,914.44
2012	\$23,771.30	\$0.00	\$0.00	\$1,639.40	\$0.00	\$25,410.70
2013	\$13,316.81	\$0.00	\$0.00	\$897.72	\$0.00	\$14,214.53
2014	\$14.20	\$0.00	\$0.00	\$0.92	\$0.00	\$15.12
2015	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$114.52	\$0.00	\$0.00	\$6.30	\$0.00	\$120.82
2018	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	\$226.83	\$0.00	\$0.00	\$12.38	\$0.00	\$239.21
	\$224,725.49	\$0.00	\$0.00	\$15,376.12	\$0.00	

COLLECTED THIS MONTH

YEAR	COUNTY	FIRE	CO. RELEASED	FIRE RELEASED	TOTAL
2000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2001	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2002	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2003	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2004	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2006	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2007	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2008	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$99.41	\$6.85	\$0.53	\$0.04	\$106.83
2013	\$28.46	\$1.97	\$0.00	\$0.00	\$30.43
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

Jamon Gaddy
Tax Administrator

DAVIE COUNTY NORTH CAROLINA

Davie County Government
Tax Administration Office 336.753.6120

TO THE BOARD OF COUNTY COMMISSIONERS

COUNTY & FIRE PERCENTAGE REPORT -VEHICLE

JAN-22

YEAR	LEVY	OUTSTANDING	PREV CTD	CTD**	BAL COLUMN	CTM*	Current	Last Year
2000	1,815,317.79	17,151.08	1,798,166.71	1,798,166.71	1,815,317.79	\$0.00	99.05%	99.05%
2001	1,769,944.64	14,105.62	1,755,839.02	1,755,839.02	1,769,944.64	\$0.00	99.20%	99.20%
2002	1,828,368.52	14,352.27	1,814,016.25	1,814,016.25	1,828,368.52	\$0.00	99.21%	99.21%
2003	1,861,071.16	12,325.69	1,848,745.47	1,848,745.47	1,861,071.16	\$0.00	99.34%	99.34%
2004	1,947,892.07	14,522.99	1,933,369.08	1,933,369.08	1,947,892.07	\$0.00	99.25%	99.25%
2005	2,315,348.72	15,613.69	2,299,735.03	2,299,735.03	2,315,348.72	\$0.00	99.32%	99.32%
2006	2,269,233.08	20,611.19	2,248,621.89	2,248,621.89	2,269,233.08	\$0.00	99.09%	99.09%
2007	2,414,186.78	22,571.18	2,391,615.60	2,391,615.60	2,414,186.78	\$0.00	99.06%	99.07%
2008	2,343,382.45	16,764.21	2,326,618.24	2,326,618.24	2,343,382.45	\$0.00	99.28%	99.28%
2009	2,090,890.55	14,754.01	2,076,136.54	2,076,136.54	2,090,890.55	\$0.00	99.29%	99.29%
2010	1,990,292.16	17,414.86	1,972,877.30	1,972,877.30	1,990,292.16	\$0.00	99.13%	99.13%
2011	2,095,818.11	19,914.44	2,075,903.67	2,075,903.67	2,095,818.11	\$0.00	99.03%	99.03%
2012	2,199,886.44	25,410.70	2,174,368.91	2,174,475.74	2,199,886.44	\$106.83	98.81%	98.82%
2013	1,324,560.98	14,214.53	1,310,316.02	1,310,346.45	1,324,560.98	\$30.43	98.90%	98.90%
2014	681.30	15.12	666.18	666.18	681.30	\$0.00	97.78%	97.78%
2015	752.57	\$0.00	752.57	752.57	752.57	\$0.00	100.00%	100.00%
2016	1136.10	\$0.00	1136.10	1,136.10	1,136.10	\$0.00	100.00%	100.00%
2017	3538.30	\$120.82	3417.48	3,417.48	3,538.30	\$0.00	96.59%	96.59%
2018	723.91	\$0.00	723.91	723.91	723.91	\$0.00	65.26%	100.00%
2019	524.62	\$239.21	285.41	285.41	524.62	\$0.00	54.40%	54.40%

BEGINNING JULY 1, 2021

	PREV CTD	CTM*	CTD**
MOCKSVILLE	395.88	0.00	395.88
COOLEEMEE	136.66	0.00	136.66
BERMUDA RUN	0.00	0.00	0.00
FIRE	619.93	14.87	634.80
COUNTY GROSS RECEIPTS	7,685.13	283.31	7,968.44

*CTM - COLLECTED THIS MONTH

**CTD - COLLECTED TO DATE

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



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

Agenda Item Details:

Date of Meeting: March 7, 2022

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Board Appointment - Davie County Aging Services Planning Committee - Gena Taylor, Dub Potts

BACKGROUND/PURPOSE OF REQUEST: Board Appointment - Davie County Aging Services Planning Committee - Gena Taylor, Dub Potts

FISCAL IMPACT: n/a

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:

1131 WG Potts

1132 Gena Taylor

1131: WG Dub Potts

Application created: 03/01/2022

Contacts

Email Dubpotts@yadtel.net

Home (336) 998-6526

Address 167 Homer Potts Rd
Mocksville NC

Application details

Occupation details

Occupation	Retired Educator
Company name	Davie County Schools
Position	Superintendent
Education and Experience	EdS and Superintendent License in Educational Administration-ASU 1989

MS Health and Physical Education and Educational Administration NCA&T, 1984

BS Health and Physical Education ASU, 1973

I worked as a PE teacher and coached Football (assistant), Baseball (Head) from 1973-1984. At the end of the school year in 1984 I moved to Davie County to accept an administrative position at North Davie Junior High. From that year forward I worked as a principal in three schools and covered every organization level from PK-12. I lead DCS in transitioning from an elementary, junior high, senior High organization to PK-5, Middle School, and High School organization. That organizational pattern is still used by DCS today.

I am involved at Hillsdale Baptist Church serving as an elder, teacher, and service on committees.

Attachments

Appointment details

1 **Aging Services Planning Committee** For: 0 Against: 0 Final
 Recommendation: None

Qualifications

Workflow

Name	Description	Status	Date
Stacy A. Moyer	Initial Review	IN PROGRESS	
Evelyn Smith	Aging Services Planning Committee	PENDING	
Clerks Schedule		PENDING	
Clerks Appoint		PENDING	

1132: Gena Honeucutt Taylor

Application created: 03/03/2022

Contacts

Email gtaylor@daviesmartstart.org
Cell* (336) 692-3440
Business (336) 751-2113
Address 289 Birchwood Lane, 289 Birchwood Lane
 Mocksville NC

Application details

Occupation details

Occupation Director of non-profit organization

Company name Smart Start of Davie County

Position Executive Director

Education and Experience I am the director of a non-profit organization and work with countless volunteers in various capacities. I am also the primary care-giver for my aging parents (age 88 & 93) who have dementia and need sitters 24hrs each day. I am happy to bring my perspective to the Aging Services Planning Committee.

Attachments

Appointment details

1 **Aging Services Planning Committee** For: 0 Against: 0 Final
 Recommendation: None

Qualifications

Must be a Resident of Davie County

Applicant:

Workflow

Name	Description	Status	Date
Stacy A. Moyer	Initial Review	IN PROGRESS	

Evelyn Smith Aging Services Planning Committee	PENDING
Clerks Schedule	PENDING
Clerks Appoint	PENDING



DAVIE COUNTY, NORTH CAROLINA BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: March 7, 2022

Department: Finance

Resource Person: Cindy Chapman

ISSUE/ACTION REQUESTED:

Budget Amendments for March 2022

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

FISCAL IMPACT:

EMS17	\$ 100	Accept donation from patient to EMS
DCRP5	16,365	Accept Insurance settlement for wrecked Recreation vehicle
SRCTR14	4,165	Accept Medicaid Improvements for Patient and Provider Act (MIPPA) grant for Senior Services
FIN16	50,000	Increased tax revenues for Advance Fire Tax Service District
HHSA36	7,307	Accept additional DSS Adult Essential Services funds
FIN17	20,500	Increase budget for 2020-2021 audit services
TECH31	30,000	Carry forward funds for Technology Services system maint.
EMS21	300	Accept EMS donation for special events

EMS22	10	Accept EMS donation for special events
FMO9	10,000	Carry forward funds for Fire Marshal vehicle maintenance
FIN18	20,000	Carry forward funds for Recreation & Parks vehicle replace
HHSA37	8,000	Accept additional funds for DSS Emergency Assistance
PU10 / PU11	20,000	Carry forward Water/Sewer funds for Lead Copper Rules Compliance capital project - State unfunded mandate
PU10 / PU11	40,000	Carry forward Water/Sewer funds for Master Service Agreement - Prioritization of Funding Sources capital project
PU12 and	75,000	Carry forward Water/ Sewer funds for system maintenance heavy equipment maintenance
LIB4	1,733	Accept Library Memorial funds for books and history room

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:

BUDGET AMENDMENTS FOR MARCH 7 2022



Finance Department

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

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BUDGET AMENDMENTS FOR MARCH 7, 2022

03/01/2022 16:12		COUNTY OF DAVIE					P 1			
cschapman		BUDGET AMENDMENTS JOURNAL ENTRY PROOF					bgamdent			
LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION		EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR

YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2022	08	80017 02/02/2022	EMS 17		BUA EMS 17	1 2				
1	42510 440032		EMERGENCY MEDICAL SERVICES		CURRENT EMERGENCY FEES		-1,739,092.00	-100.00	-1,739,192.00	
	010 -4200-2510-001-001-440032-				Donation from patient		02/02/2022			
2	52510 560120		EMERGENCY MEDICAL SERVICES		SPECIAL EVENTS		1,766.00	100.00	1,866.00	
	010 -5200-2510-001-001-560120-				Donation from patient		02/02/2022			
** JOURNAL TOTAL								0.00		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2022	08	80046 02/09/2022	DCRP5		BUA DCRP5	1 2				
1	41910 490012		GENERAL GOVERNMENT REVENUE		INSURANCE SETTLEMENT		-4,311.00	-16,365.00	-20,676.00	
	010 -4100-1910-001-001-490012-				INSURANCE SETTLEMNT CHEVY TRAX		02/09/2022			
2	56410 580900		RECREATION & PARKS		CAPITAL OUTLAY		67,645.00	16,365.00	84,010.00	
	010 -5600-6410-001-001-580900-				INSURANCE SETTLEMNT CHEVY TRAX		02/09/2022			
** JOURNAL TOTAL								0.00		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2022	08	80062 02/12/2022	SrCt14		BUA SrCt14	1 2				
1	45210 480069		SENIOR CENTER		SHIIP GRANT		-4,478.00	-4,165.00	-8,643.00	
	010 -4500-5210-001-001-480069-				MIPPA Grant		02/12/2022			
2	55210 560260		SENIOR CENTER		ADVERTISING		4,604.00	4,165.00	8,769.00	
	010 -5500-5210-001-001-560260-				MIPPA Grant		02/12/2022			
** JOURNAL TOTAL								0.00		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2022	08	80111 02/18/2022	FIN 16		BUA FIN 16	1 2				
1	47550 410025		ADVANCE RURAL FIRE PROTECTION		COUNTY FIRE TAX		-257,637.00	-50,000.00	-307,637.00	
	755 -4900-7550-001-001-410025-				INCREASED FIRE TAX REVENUES		02/18/2022			
2	57550 570200		ADVANCE RURAL FIRE PROTECTION		ADVANCE VOL FIRE DEPT		452,493.00	50,000.00	502,493.00	
	755 -5900-7550-001-001-570200-				INCREASED FIRE TAX REVENUES		02/18/2022			
** JOURNAL TOTAL								0.00		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2022	08	80174 02/22/2022	HHSA36		BUA HHSA36-DSS	1 2				

Attachment: BUDGET AMENDMENTS FOR MARCH 7 2022 (March 2022 Budget Amendments)



Finance Department

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BUDGET AMENDMENTS FOR MARCH 7, 2022

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

YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022	08	80174	02/22/2022	HHSA36	BUA HHSA36-DSS	1 2			
1	453104	421075		ADULT SERVICES	APS ESSENTIAL SERVICES		.00	-7,307.00	-7,307.00
	010	-4500-5310-603-001-421075-			Additonal Funding		02/22/2022		
2	553104	540750		ADULT SERVICES	ADULT PROTECTIVE SERVICES		4,500.00	7,307.00	11,807.00
	010	-5500-5310-603-001-540750-			Additonal Funding		02/22/2022		
** JOURNAL TOTAL								0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022	08	80185	02/23/2022	FIN17	BUA FIN17	1 2			
1	41910	490016		GENERAL GOVERNMENT REVENUE	FUND BALANCE APPROPRIATED		-4,581,916.93	-20,500.00	-4,602,416.93
	010	-4100-1910-001-001-490016-			AUDIT FOR FY20-21		02/23/2022		
2	51110	541510		COUNTY COMMISSIONERS	AUDITING		74,000.00	20,500.00	94,500.00
	010	-5100-1110-001-001-541510-			AUDIT FOR FY20-21		02/23/2022		
** JOURNAL TOTAL								0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022	08	80200	02/27/2022	Tech31	BUA Tech31	1 2			
1	41910	490016		GENERAL GOVERNMENT REVENUE	FUND BALANCE APPROPRIATED		-4,581,916.93	-30,000.00	-4,611,916.93
	010	-4100-1910-001-001-490016-			use rollover funds		02/27/2022		
2	51320	551190		TECHNOLOGY SOLUTIONS	SYSTEM MAINTENANCE		86,488.34	30,000.00	116,488.34
	010	-5100-1320-001-001-551190-			increase for Sys.Maintenance		02/27/2022		
** JOURNAL TOTAL								0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022	08	80202	02/28/2022	EMS 21 EMS 21	BUA EMS 21	1 2			
1	42510	440032		EMERGENCY MEDICAL SERVICES	CURRENT EMERGENCY FEES		-1,739,092.00	-300.00	-1,739,392.00
	010	-4200-2510-001-001-440032-			Donation for special events		02/28/2022		
2	52510	560120		EMERGENCY MEDICAL SERVICES	SPECIAL EVENTS		1,766.00	300.00	2,066.00
	010	-5200-2510-001-001-560120-			Donation for special events		02/28/2022		
** JOURNAL TOTAL								0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022	08	80203	02/28/2022	EMS 22 EMS 22	BUA EMS 22	1 2			

Attachment: BUDGET AMENDMENTS FOR MARCH 7 2022 (March 2022 Budget Amendments)



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BUDGET AMENDMENTS FOR MARCH 7, 2022

03/01/2022 16:12 cschapman		COUNTY OF DAVIE BUDGET AMENDMENTS JOURNAL ENTRY PROOF								P 3 bgamdent			
LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION		ACCOUNT DESCRIPTION LINE DESCRIPTION				EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET

YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC		ENTITY AMEND						
2022	08	80203	02/28/2022	EMS 22	EMS 22	BUA EMS 22	1	2					
1	42510 010	440032 -4200-2510-001-001-440032-		EMERGENCY MEDICAL SERVICES		CURRENT EMERGENCY FEES Donation for special events			-1,739,092.00 02/28/2022		-10.00	-1,739,102.00	
2	52510 010	560120 -5200-2510-001-001-560120-		EMERGENCY MEDICAL SERVICES		SPECIAL EVENTS Donation for special events			1,766.00 02/28/2022		10.00	1,776.00	
** JOURNAL TOTAL											0.00		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC		ENTITY AMEND						
2022	08	80204	02/28/2022	FMO 9	FMO 9	BUA FMO9	1	2					
1	41910 010	490016 -4100-1910-001-001-490016-		GENERAL GOVERNMENT REVENUE		FUND BALANCE APPROPRIATED Fund Vehicle Maintenance			-4,581,916.93 02/28/2022		-10,000.00	-4,591,916.93	
2	52710 010	550160 -5200-2710-001-001-550160-		FIRE MARSHAL		EQUIPMENT MAINTENANCE Fund Vehicle Maintenance			11,390.00 02/28/2022		10,000.00	21,390.00	
** JOURNAL TOTAL											0.00		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC		ENTITY AMEND						
2022	08	80206	02/28/2022	FIN 18		BUA FIN 18	1	2					
1	41910 010	490016 -4100-1910-001-001-490016-		GENERAL GOVERNMENT REVENUE		FUND BALANCE APPROPRIATED RECREATION CARRY FORWARD			-4,581,916.93 02/28/2022		-20,000.00	-4,601,916.93	
2	56410 010	580900 -5600-6410-001-001-580900-		RECREATION & PARKS		CAPITAL OUTLAY RECREATION CARRY FORWARD			67,645.00 02/28/2022		20,000.00	87,645.00	
** JOURNAL TOTAL											0.00		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC		ENTITY AMEND						
2022	08	80207	02/28/2022	HHSA37		BUA HHSA37	1	2					
1	453201 010	480042 -4500-5310-605-001-480042-		EMERGENCY ASSISTANCE		MISCELLANEOUS REVENUE SOC SVC Additional Revenue			-26,209.00 02/28/2022		-8,000.00	-34,209.00	
2	553201 010	540660 -5500-5310-605-001-540660-		EMERGENCY ASSISTANCE		GENERAL ASSISTANCE Additional Revenue			26,209.00 02/28/2022		8,000.00	34,209.00	
** JOURNAL TOTAL											0.00		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC		ENTITY AMEND						
2022	08	80211	02/28/2022	PU 10		BUA PU 10	1	2					

Attachment: BUDGET AMENDMENTS FOR MARCH 7 2022 (March 2022 Budget Amendments)



Finance Department

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BUDGET AMENDMENTS FOR MARCH 7, 2022

03/01/2022 16:12		COUNTY OF DAVIE							P 4		
cschapman		BUDGET AMENDMENTS JOURNAL ENTRY PROOF							bgamdent		
LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION		ACCOUNT DESCRIPTION LINE DESCRIPTION		EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET

YEAR-PER		JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND		
2022	08	80211	02/28/2022	PU 10		BUA	PU 10	1	2		
1	47010 600	493101 -4710-7010-001-001-493101-			WATER - ADMINISTRATIVE		FUND BALANCE APRROP		-2,379,385.00	-60,000.00	-2,439,385.00
							CARRY FWD FOR CAPITAL PROJECTS	02/28/2022			
2	57090 600	570100 -5710-7090-001-001-570100-			CONTRIBUTIONS TO OTHER FUNDS		CONTRIBUTION TO WATER CONTR		1,333,000.00	60,000.00	1,393,000.00
							CARRY FWD FOR CAPITAL PROJECTS	02/28/2022			
** JOURNAL TOTAL										0.00	
YEAR-PER		JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND		
2022	08	80213	02/28/2022	PU 11		BUA	PU 11	1	2		
1	40594 300	430118 -4710-0594-001-001-430118-			LEAD COPPER RULES COMPLIANCE		CONTRIBUTION FROM WATER/SEWER		.00	-20,000.00	-20,000.00
							LCR Compliance consultant	02/28/2022			
2	50594 300	541550 -5710-0594-001-001-541550-			LEAD COPPER RULES COMPLY EXP		CONSULTANTS		.00	20,000.00	20,000.00
							LCR Compliance consultant	02/28/2022			
3	40595 300	430118 -4710-0595-001-001-430118-			PRIORITIZATION FUNDING SOURCES		CONTRIBUTION FROM WATER/SEWER		.00	-40,000.00	-40,000.00
							Consultant for Master Serv Agr	02/28/2022			
4	50595 300	541550 -5710-0595-001-001-541550-			PRIORITIZATION FUNDING SOURCES		CONSULTANTS		.00	40,000.00	40,000.00
							Consultant for Master Serv Agr	02/28/2022			
** JOURNAL TOTAL										0.00	
YEAR-PER		JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND		
2022	08	80214	02/28/2022	PU 12		BUA	PU 12	1	2		
1	47010 600	493101 -4710-7010-001-001-493101-			WATER - ADMINISTRATIVE		FUND BALANCE APRROP		-2,379,385.00	-75,000.00	-2,454,385.00
							Carry Fwd for Maintenance	02/28/2022			
2	57020 600	551190 -5710-7020-001-001-551190-			WATER - OPERATIONS		SYSTEM MAINTENANCE		235,000.00	50,000.00	285,000.00
							Carry Fwd for Maintenance	02/28/2022			
3	57050 600	550400 -5710-7050-001-001-550400-			EASTERN DAVIE SEWER		HEAVY EQUIPMENT MAINTENANCE		100,000.00	25,000.00	125,000.00
							Carry Fwd for Maintenance	02/28/2022			
** JOURNAL TOTAL										0.00	
YEAR-PER		JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND		
2022	09	90008	03/01/2022	LIB4		BUA	LIB4	1	2		

Attachment: BUDGET AMENDMENTS FOR MARCH 7 2022 (March 2022 Budget Amendments)



Finance Department

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BUDGET AMENDMENTS FOR MARCH 7, 2022

03/01/2022 16:12 cschapman		COUNTY OF DAVIE BUDGET AMENDMENTS JOURNAL ENTRY PROOF										P 5 bgamdent					
LN	ORG	OBJECT	PROJ	ORG	DESCRIPTION	ACCOUNT DESCRIPTION		LINE	DESCRIPTION	EFF	DATE	PREV	BUDGET	BUDGET	CHANGE	AMENDED	BUDGET

YEAR-PER		JOURNAL		EFF-DATE		REF 1	REF 2	SRC JNL-DESC		ENTITY		AMEND					
2022	09	90008	03/01/2022	LIB4		BUA		LIB4	1	2							
1	46110	480057		PUBLIC LIBRARY				MISCELLANEOUS REVENUE LIBRARY				-54.00		-1,733.00		-1,787.00	
	010	-4600-6110-001-001-480057-															
2	56110	530800		PUBLIC LIBRARY				BOOKS				65,027.00		1,720.00		66,747.00	
	010	-5600-6110-001-001-530800-					Dr. Bayne Miller Memorial				03/01/2022						
3	56110	561620		PUBLIC LIBRARY				HISTORY FUND				3,160.00		6.00		3,166.00	
	010	-5600-6110-001-001-561620-					Hist. Book Shipping				03/01/2022						
4	56110	561620		PUBLIC LIBRARY				HISTORY FUND				3,160.00		7.00		3,167.00	
	010	-5600-6110-001-001-561620-					Hist. Book Purchase to invoice				03/01/2022						
															** JOURNAL TOTAL		
															0.00		

Attachment: BUDGET AMENDMENTS FOR MARCH 7 2022 (March 2022 Budget Amendments)



DAVIE COUNTY, NORTH CAROLINA BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: March 7, 2022

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Interlocal Agreement - Town of Mocksville - Sewer Agreement Revision

BACKGROUND/PURPOSE OF REQUEST: Interlocal Agreement - Town of Mocksville - Sewer Agreement Revision

The Town of Mocksville and Davie County entered into a sewer service agreement in 2017. Currently, the allocated flows are 22,500,000 annual average bi-monthly flows (or 375,000 gallons per day). The Town of Mocksville has asked for an increase in this flow to transfer an additional 375,000 gallons per day, for a total of 45,000,000 gallons per bi-monthly flow (or a total of 750,000 gallons per day). Included in this new sewer service agreement, Mocksville has allocated 180,000 gallons per day (or 10,800,000 gallons of bi-monthly flow) from the Dutchman's Creek lift station into the Mocksville collection system. The removal of 180,000 gallons per day from Dutchman's Creek WWTP and Elisha Creek interceptor will open capacity in the Mocksville system for Davie County to use at the County's discretion for future Davie County growth.

FISCAL IMPACT: <Insert Info Here>

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:

Interlocal-Town of Mocksville-Sewer Service

**NORTH CAROLINA
DAVIE COUNTY**

**INTERLOCAL
SEWER SERVICE AGREEMENT**

WHEREAS, North Carolina local government are permitted to enter into “inter-local agreements” under General Statutes §§ 153A-278 160A-60; and

WHEREAS, Davie County (the “County”) owns and operates a wastewater treatment plant in Cooleemee, NC (the “Cooleemee WWTP”); and

WHEREAS, the Town of Mocksville (the “Town”) owns and operates a wastewater treatment plant at Dutchman’s Creek (the “Dutchman’s Creek WWTP”); and

WHEREAS, County desires to sell wastewater treatment services at the Cooleemee WWTP to the Town; and

WHEREAS, Town desires to sell wastewater treatment services at the Dutchman’s Creek WWTP to the County; and

WHEREAS, the County and the Town wish to replace certain agreements regarding wastewater treatment that are enumerated herein;

THEREFORE THIS INTERLOCAL SEWER AGREEMENT for wastewater treatment services is made between Davie County, a North Carolina body politic and the Town of Mocksville, a North Carolina municipal corporation effective as of the 7th day of March 2022. The County agrees to provide sewer service to the Town and the Town to purchase sewer service from the County upon the terms and conditions of attached sections A and B below. Also, the Town agrees to provide sewer service to the County and the County to purchase sewer service from the Town upon the terms and conditions of Divisions A and C below.

Section A: PROVISIONS COMMON TO THE ENTIRE AGREEMENT

1. **Term.** The initial term of this Agreement is five (5) years from the effective date. The term shall be automatically renewed for additional terms of two (2) years each unless either the Town or the County gives written notice of termination to the other at least one year before the end of the then current term or this Agreement is replaced by a future Agreement or Amendment entered into by the Town and County. No modification, amendment or termination of this Agreement shall be valid or enforceable unless in writing and signed by all of the Parties hereto.

2. **Defined Terms.**

BILLING PARTY: The Party generating a bill for water or pre-treatment services.

COUNTY SYSTEM: The wastewater collection and/or treatment systems owned by the County.

PARTIES: The County and the Town are each a Party to this Agreement. Together the Town and County are the Parties.

PRE-TREATMENT: The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, discharging or otherwise introducing such pollutants into a POTW collection system and/or treatment plant. The reduction or alteration may be obtained by physical, chemical or biological processes, or process changes or other means, except by diluting the concentration of pollutants unless allowed by the applicable pretreatment standard.

SUO: Sewer Use Ordinance.

TOWN SYSTEM: The wastewater collection and/or treatment systems owned by the Town.

USER: Any entity that who is a source of direct or indirect discharge into either Party's system.

3. **Force Majeure.** Interruption of service: Emergency failures of service due to: main supply line breaks, power failures, flood, fire, earthquake or other catastrophe shall excuse the Parties from the obligation to provide sewer service for such reasonable time as is necessary to restore service. In the event that either Party, because of acts of God, strikes, fire, other casualties, or any other reason beyond the reasonable control of either Party, cannot meet its obligations under this Agreement, the Party subject to events beyond its control shall not be liable to the other Party.
4. **Breach.** Should there be a material violation and/or breach of this Agreement by either Party, which said Party fails to commence to cure within a reasonable time period [generally within thirty (30) but no more than sixty (60) days] after receipt of the notice of the violation and/or breach, and, thereafter, fails to diligently and continuously prosecute such cure to completion, the other Party shall have the option to seek appropriate remedial relief and/or terminate this Agreement, upon thirty (30) days' written notice, provided, however, that in the event there is a dispute as to whether a material violation and/or breach has occurred, then, prior to termination, the parties will first mediate the dispute before a mutually acceptable mediator, and, if the mediation process does not prove successful, either party may avail itself of judicial review. All fines and penalties assessed against either Party by any third party or governmental entity which is the result of either Party's material violation and/or breach, shall be reimbursed by the breaching Party within thirty (30) days of payment by the other Party.
5. **Indemnity.** To the extent permitted by law (and without waiving any governmental immunity as to any third party) the Parties shall be responsible for and shall indemnify, defend and hold harmless the other against any claims, suits or causes of action arising from the intentional or negligent acts or omissions of its agents or of its employees, acting within the scope of employment. In the event of an act of Force Majeure the Parties agree, to the extent permitted by law, to indemnify, defend and hold harmless the other, and their respective employees, agents and representatives, from and against any claims, suits or causes of action arising from either Parties failure to meet such obligations herein due to events, conditions or occurrences beyond either Party's reasonable control.

6. **No Implied Agency.** It is understood between the parties that neither is the agent of the other, but that each is carrying out its responsibilities hereunder as an independent entity.
7. **Regulatory Agencies.** This contract is subject to applicable State and Federal rules, regulations, and laws.
8. **Integrated Agreement.** This Agreement constitutes the final and complete expression of the agreement between the parties with respect to the subject matter hereof. The 1998 Inter-local Joint Venture Agreement and the 2019 Sewer Service Agreement are superseded by this Agreement and shall no longer be valid.
9. **Notices.** Notices made about this Agreement may be delivered to the parties listed below or mailed via USPS or other delivery service suitable for delivery under the NC Rules of Civil Procedure, postage prepaid to the parties list below. If mailed, delivery shall be deemed to occur as stated on any receipt of delivery, or if not receipt three days after the notice has been placed in the hands of the deliverer.

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

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

If to the Town: Town Manager
171 S. Clement Street
Mocksville NC 27028

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

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

Section B: TERMS REGARDING THE PROVISION OF WASTEWATER TREATMENT SERVICES TO THE TOWN AT THE COOLEEMEE WWTP.

11. **Sewer Service Capacity Allocation.** During the term of this Agreement the Town shall be allowed to pump wastewater into the County's System tributary to the Cooleemee Wastewater Treatment plant, up to a maximum annual average bi-monthly (every two months) flow of forty-five million gallons (45,000,000).

Additional allocation: The County has the option to allocate additional capacity upon request by the Town if the following conditions are met:

- a. Sufficient treatment capacity is available such that flow to the County's wastewater treatment plant does not exceed 80% of its permitted capacity; and
- b. An appropriate analysis of all infrastructure elements (pumps, pipes, valves, treatment systems, etc.) is performed at Town's expense to assess the need for improvements required to serve the total anticipated allocation; and
- c. The Town bears the full expense of all infrastructure improvements along with the cost of associated easements, analysis, design and any other associated fees.

12. Point of Delivery. The point of wastewater delivery to the Cooleemee system is currently at a County manhole in the right-of-way of Nolley Road. The Town is fully responsible for maintenance and repairs to the manhole at point of force main discharge.

13. Town Metering Equipment. The Town shall furnish, install and operate at its own expense at the pump station (Bear Creek) a sewerage meter (which shall be a "mag meter" type or other such type as the County may direct in writing). The metering equipment shall be integrated into the County's SCADA system and provide daily flow measurements to be used as the basis for billing. The County shall have access to the meter for the purpose of verifying readings at reasonable times.

- a. The Town shall provide metering equipment to measure the flow of wastewater to the County. The equipment shall be maintained and annually tested by whatever means necessary to confirm a level of accuracy customary for wastewater flow meters. Testing shall include comparison of instantaneous flow measurements with anticipated pumping capacities as determined by drawdown tests or similar methods.
- b. The County reserves the right to check the meter for accuracy at reasonable times. If the County determines the meter to be inoperative or faulty, it shall promptly notify the Town. The Town shall, within a reasonable time thereafter, either repair or replace the meter at its' own expense. If the Town neglects or refuses to repair or replace the meter, within a reasonable period of time, as the County shall, in its sole discretion determine, the County shall perform said repair or replacement and charge the Town for the cost. The Town shall pay such charges within thirty (30) days of billing.

In the event of a verified malfunctioning meter, the County may bill the Town for sewer services for the billing cycle in question by using the previous twelve-month average daily flow.

14. Nuisance and Maintenance of Town Systems. The Town shall properly operate and maintain all wastewater infrastructure tributary to the Cooleemee Wastewater Treatment Plant

ensuring the absence of nuisance to the Cooleemee surroundings, wastewater system collection system and Cooleemee WWTP including but not limited to: odor control; fats, oils, and greases; rags; and any other substances detrimental to the conveyance and/or treatment of wastewater. The Town shall effectively operate and maintain an oil and grease abatement program in all areas tributary to the Cooleemee WWTP. The Town shall agree to address excessive inflow and infiltration in their collection system to help reduce wet weather flows to the treatment plant upon notification of the County of such issue.

15. Pre-Treatment. The County shall have sole responsibility for administering any State mandated pretreatment program, as presently existing and may from time to time be subsequently amended, within the area's generating wastewater tributary to the Cooleemee WWTP. The Town shall maintain in their local SUO, the authority of the County to regulate the limits, permits and pretreatment requirements of contributing flow to Cooleemee WWTP. The County shall invoice the Town for the total cost of pre-treatment program operation. The Town shall pay such invoices within 30 days of receipt. The County shall not participate in recovering costs on behalf of the Town.

- a. All Future Significant Industrial Users must provide an approvable pretreatment permit application at least 90 days prior to any new or additional flow to the County facilities. The County will develop other parameters as needed in response to pretreatment permit applications.
- b. Brakebush Brothers must provide an approvable pretreatment permit application at least 90 days prior to any new or additional flow to the County facilities. Brakebush Brothers must not exceed 250,000 GPD of flow. Average monthly Brakebush Brothers waste water discharge must not exceed 800 MG/L (milligrams per liter) BOD5 (Day Biochemical Oxygen Demand) or 1200 MG/L peak day. Davie County will develop other parameters as needed in response to Brakebush Brothers pretreatment permit application.
- c. The County shall have the power to impose any enforcement action, including the issuance of fines, penalties or commencement of legal action directly against any Industrial User or any other User, within the Town's system discharging to Cooleemee WWTP, who is in violation of its discharge permit allocations, limits, or flows in the agreement or any other rule or regulation governing discharges to the system.
- d. The County shall have the authority to obtain all records, documents or other information relating to effluent from such Significant Industrial Users and other Users, and shall, to the extent permitted by law, make the same available to the Town upon request.
- e. Any violation of the County's, State or Federal pretreatment laws and regulations by an individual, commercial or industrial customer within the bounds of the Town's system whose wastewater is tributary to the Cooleemee wastewater treatment plant shall constitute grounds for the following action: Notice of violation

shall be forwarded to the defaulting party, which defaulting party shall have a reasonable period of time, as defined in the applicable permit to correct the violation. All applicable fines and penalties shall be assessed against the defaulting party.

(i) Should the defaulting party fail to commence to cure its violation/breach within sixty (60) days after receipt of the notice of violation, and, thereafter, fail to prosecute such cure diligently and continuously to completion, the County shall have all remedies available at law.

16. Billing Procedure. By not later than the 20th of the bi-monthly billing cycle the County will submit to the Town an itemized statement and invoice for the amount of sewer service furnished to the Town for the preceding two months.

17. Payment Date. The Parties will pay to the billing Party the invoiced amounts not later than the 10th day of the month following the month in which the invoice was rendered.

18. Rates. The rate for sewer service under this Agreement will be the rate for Cooleemee residential sewer service in place on the date the Parties approve this agreement. The rate will be adjusted the same as Cooleemee residential rates annually in July of each year beginning July 2022 with any increase not to exceed 3% unless approved by the Davie County Board of Commissioners per the Davie County Fiscal Enterprise Financial Policy.

DIVISION C: TERMS REGARDING THE PROVISION OF WASTEWATER TREATMENT SERVICES TO THE COUNTY AT DUTCHMAN'S CREEK WWTP.

19. Sewer Service Capacity Allocation. The Town will reserve an annual average bi-monthly flow (every two months) of ten million eight hundred thousand gallons (10,800,000) of capacity for use at the Elisha Creek interceptor and Dutchman's Creek WWTP. Davie County will use this capacity at the County's discretion for future Davie County growth.

Additional allocation: The Town has the option to allocate additional capacity upon request by the County if the following conditions are met:

- a. Sufficient treatment capacity is available such that flow to the Town's wastewater treatment plant does not exceed 80% of its permitted capacity; and
- b. An appropriate analysis of all infrastructure elements (pumps, pipes, valves, treatment systems, etc.) is performed at the County's expense to assess the need for improvements required to serve the total anticipated allocation; and
- c. The County bears the full expense of all infrastructure improvements along with the cost of associated easements, analysis, design and any other associated fees.

- 20. Point of Delivery.** The point of wastewater delivery to the Dutchman's Creek WWTP is currently at a manhole on Elisha Creek near Hwy 158 in the Town. The County is fully responsible for maintenance and repairs to the manhole at point of force main discharge.
- 21. County Metering Equipment.** The County shall furnish, install and operate at its own expense at the Dutchman's Creek Pump Station a sewerage meter. This meter shall be installed when the pump station is upgraded. This meter will be used for only recording flows until a future amendment to this agreement is reached that both parties agree upon. The metering equipment shall be integrated into the Town's SCADA system and provide daily flow measurements to the Town and the County. The Town shall have access to the meter for the purpose of verifying readings at reasonable times.
- a. The County shall provide metering equipment to measure the flow of wastewater to the Town. The equipment shall be maintained and annually tested by whatever means necessary to confirm a level of accuracy customary for wastewater flow meters. Testing shall include comparison of instantaneous flow measurements with anticipated pumping capacities as determined by drawdown tests or similar methods.
 - b. The Town has the right to check the meter for accuracy at reasonable times. If the Town determines the meter to be inoperative or faulty, it shall promptly notify the County. The County shall, within a reasonable time thereafter, either repair or replace the meter at its' own expense. If the County neglects or refuses to repair or replace the meter, within a reasonable period of time, as the Town shall, in its sole discretion determine, the Town shall perform said repair or replacement and charge the County for the cost. The County shall pay such charges within thirty (30) days of billing.
 - c. In the event of a verified malfunctioning meter, the Town may bill the County for sewer services for the billing cycle in question by using the previous twelve-month average daily flow.
- 22. Nuisance and Maintenance of County Systems.** The County shall properly operate and maintain all wastewater infrastructure tributary to the Dutchman's Creek Pumping Station ensuring the absence of nuisance to the Town, Town wastewater collection system, and Dutchman's Creek WWTP including but not limited to: odor control; fats, oils, and greases; rags; and any other substances detrimental to the conveyance and/or treatment of wastewater. The County shall effectively operate and maintain an oil and grease abatement program in all areas tributary to the Dutchman's Creek WWTP. The County shall agree to address excessive inflow and infiltration in their collection system to help reduce wet weather flows to the treatment plant upon notification by the Town of such issue.
- 23. Pre-Treatment.** The Town shall have sole responsibility for administering any State mandated pretreatment program, as presently existing and may from time to time be subsequently amended, within the area's generating wastewater tributary to the Dutchman's Creek WWTP. The County shall maintain in their local SUO, the authority of the Town to regulate the limits,

permits and pretreatment requirements of contributing flow to Dutchman's Creek WWTP. The Town shall invoice the County for the total cost of pre-treatment program operation. The County shall pay such invoices within 30 days of receipt. The Town shall not participate in recovering costs on behalf of the County.

- a. All Future Significant Industrial Users must provide an approvable pretreatment permit application at least 90 days prior to any new or additional flow to the Town facilities. Town will develop other parameters as needed in response to pretreatment permit applications.
- b. The Town shall have the power to impose any enforcement action, including the issuance of fines, penalties or commencement of legal action directly against any Industrial User, or any other User, within the County's system discharging to the Dutchman's Creek WWTP, who is in violation of its discharge permit limits, the agreement or any other rule or regulation governing discharges to the System.
- c. The Town shall have the authority to obtain all records, documents or other information relating to effluent from such Significant Industrial Users and other Users, and shall, to the extent permitted by law, make the same available to the County upon request.
- d. Any violation of the Town's, County's, State's or Federal pretreatment laws and regulations by an individual, commercial or industrial customer whose wastewater is tributary to the Dutchman's Creek WWTP shall constitute grounds for the following action: Notice of violation shall be forwarded to the defaulting party, which defaulting party shall have a reasonable period of time to correct the violation. All applicable fines and penalties shall be assessed against the defaulting party.
 - (i) Should the defaulting party fail to commence to cure its violation/breach within sixty (60) days after receipt of the notice of violation, and, thereafter, fail to prosecute such cure diligently and continuously to completion, the Town shall have all remedies available at law.

24. Rates. The rate for sewer service under this Agreement will be the rate for outside sewer service in place on the date the Parties approve this agreement. The rate will be adjusted the same as outside rates annually in July of each year beginning July 2022. The County will bill Town customers for the rate set by the Town.

THE REST OF THIS PAGE IS BLANK BY INTENTION.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed in two counterparts, each of which shall constitute an original.

COUTY OF DAVIE

Mike Ruffin, Interim County Manager

ATTEST:

Stacy Moyer, County Clerk

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

Robin West, Assistant County Manager / CFO

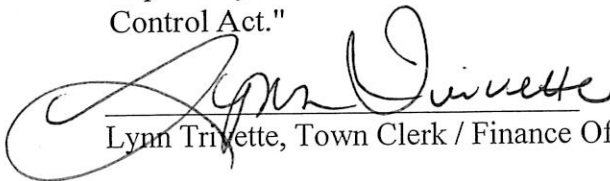
TOWN OF MOCKSVILLE


Ken Gamble, Town Manager

ATTEST:


Lynn Trivette, Town Clerk

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


Lynn Trivette, Town Clerk / Finance Officer



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

Agenda Item Details:

Date of Meeting: March 7, 2022

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Partners Lease Agreement

BACKGROUND/PURPOSE OF REQUEST: Partners Lease Agreement

FISCAL IMPACT: \$3,038.30

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:

Partners Lease agreement 2.15.22,rmw,2-22-2022

LEASE AGREEMENT

THIS LEASE AGREEMENT (referred to as the “**Lease**” or the “**Agreement**”), is executed as of this ____ day of January, 2022, by Davie County, a local county government (hereinafter referred to as “Landlord”) and **Partners Health Management**, a North Carolina LME-MCO, (hereinafter referred to as “Tenant”). Landlord and Tenant are each a “Party” and collectively, the “Parties.”

RECITALS

WHEREAS, Landlord owns a lease-hold interest in the government facility located at 154 Government Center Drive (“the Building”) and wishes to lease space located in the Building **consisting of offices A 133, A 109, A 108-07** (the “Premises”) in order for a tenant to have local office space where behavioral health support services are provided;

WHEREAS, Tenant is a LME-MCO in North Carolina that manages Medicaid, state and local funds for mental health, intellectual/developmental disabilities, substance use disorder and traumatic brain injury services.; and

WHEREAS, Tenant wishes to lease the Premises from Landlord, and Landlord wishes to lease the same to Tenant, under the terms of this Agreement in order for Tenant to provide on-site behavioral health support services to meet the needs of County residents and further its mission;

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

1. TERM; RENEWALS. The term of this Lease shall commence on January 15, 2022 (“the Effective Date”) and be for a period of three (3) years (the “Term”), unless sooner terminated as herein provided. So long as Tenant is not in default under this Lease, Tenant may extend the Term for two additional three (3) year terms (each, a “Renewal Term”) by giving Landlord written notice of its intent to extend not later than one hundred twenty (120) days prior to the end of the initial Term or not later than one hundred twenty (120) days prior to the end of the first Renewal Term. Either Party may terminate this Lease at any time and for any reason by providing the other Party one hundred twenty (120) days’ written notice. If the Parties continue to abide by the terms and conditions of this Agreement without having executed a renewal or extension of this Agreement, or advised the other Party of such Party’s intent not to renew or extend this Agreement, then this Agreement shall automatically be extended on a month-to-month basis until either Party gives the other party thirty (30) days’ written notice of its intent to terminate this Agreement.

2. RENT; CONSIDERATION. Tenant covenants and agrees to: (a) pay Landlord Three Thousand Thirty-Eight Dollars and 30 Cents (\$3,038.30) (the “Base Rent”) for the Term of this Agreement, said Base Rent to be due and payable to Landlord on the Effective Date and in exchange, the Landlord shall provide to the Tenant a Grant in the amount of Three Thousand Thirty-Eight Dollars and 30 Cents (\$3,038.30) for the Term of this Agreement (b) provide staff on Premises during “Business Hours” for the benefit of all residents in needs of service and to support staff providing services in Building. That Parties agree that Tenant staff will be onsite and open during an agreed upon schedule. Staff hours shall align with Landlord’s business hours, Monday through Friday – 8:30 AM-5:00 PM, except for nationally recognized holidays.

3. CERTIFICATION AND FUNDING CONTINGENCIES. All of Tenant’s obligations under this Agreement are contingent upon Tenant securing all necessary certifications and licenses (both private and

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

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

5. USE OF PREMISES; SIGN. Tenant shall use the Premises to provide and coordinate behavioral health support services. Tenant may not erect, install, or affix any signage identifying its organization and Tenant. The Tenant will use floor, door cling, or plastic frame signage to promote Tenant and services provided under this contract.

6. ALTERATIONS AND IMPROVEMENTS. Tenant accepts the Premises in their present condition. Tenant shall not have the right and privilege at any time during the term of this Lease to make, at its own expense, such minor changes, improvements and alternations to the Premises. The Tenant shall not make any material or structural changes to the Premises without Landlord's prior written consent (not to be unreasonably withheld or delayed), and such alternations shall be made at the sole cost and expense of Tenant.

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

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

9. MAINTENANCE AND REPAIRS.

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

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

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

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

10. COMMON AREAS; PARKING. Tenant, its invitees, and its employees shall have the right, in common with other tenants of the Building, and their invitees and employees, to use all stairways, elevators, halls, toilets and sanitary facilities, and all other general common facilities contained in the Building, and all sidewalks, delivery areas, parking facilities and other appurtenances to the Building (such areas being hereinafter referred to as the "Common Areas"). Tenant shall also have free nonexclusive use of parking facilities for Tenant, Tenant's employees, Tenant's business invitees, and Tenant's agents. Such areas for nonexclusive parking spaces shall serve all tenants, their employees, business invitees and agents. Front row parking spaces and child welfare visitation spaces shall be reserved for patients and clients for Davie County Government Center. Tenant staff shall park in second, third or fourth row parking only.

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

12. INDEMNIFICATION.

(a) Tenant indemnifies, defends and holds Landlord harmless from and against all suits, actions, damages, liabilities and expenses (including attorney's fees and court costs) in connection with all claims, costs, expenses, liabilities, damages (including, without limitation, bodily injury, death or property damage) arising from or out of any occurrence in, upon, at or from the Premises or the acts or omissions of Tenant or its agents, employees or contractors.

(b) Landlord indemnifies, defends and holds Tenant harmless from and against all suits, actions, damages, liabilities and expenses (including attorney's fees and court costs) in connection with all claims, costs, expenses, liabilities, damages (including, without limitation, bodily injury, death or property damage) arising from or out of any occurrence in, upon, at or from the Premises or the acts or omissions of Landlord or its agents, employees or contractors.

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

14. PROPERTY INSURANCE AND TAXES. Landlord is responsible for insurance coverage on the Building, including fire and vandalism insurance, in such amounts and with such companies as procured by Landlord. Landlord shall provide Tenant evidence of the existence of such insurance. Landlord shall also

be responsible for any taxes or special assessments levied or charged against the Building and/or the Premises by governmental authorities. Tenant, throughout the term of this Lease and extensions hereof, shall be responsible for handling any operating license fees for the conduct of its business, and all ad valorem taxes, assessments and other governmental or public charges assessed, levied or charged against its personal property, trade fixtures, inventory, stock, merchandise, or other property owned by Tenant (including seeking exemptions therefrom as permitted by law).

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

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

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

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

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

If to Landlord:

If to Tenant:

Partners Health Management
 Attn: Rhett Melton

Partners Health Management
 901 S. New Hope Road
 Gastonia, NC 28054
rmelton@partnersbhm.org

With copy to:

Tammy Pyles
 Senior Executive Assistant/Clerk to the Board
 Partners Health Management
 901 S. New Hope Road
 Gastonia, NC 28054
 Office: 704-884-2625
 Email: tpyles@partnersbhm.org

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

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

[SIGNATURES ON NEXT PAGE]

Attachment: Partners Lease agreement 2.15.22,rmw,2-22-2022 (Partners Lease Agreement)

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

LANDLORD:

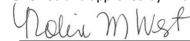
By: _____
 Print: _____
 Its: _____

APPROVED AS TO FORM

02-22-22


 County Attorney

Reviewed and approved by Finance


 Davie County CFO

TENANT:

By: _____
 Print: _____
 Its: _____

Attachment: Partners Lease agreement 2.15.22,rmw,2-22-2022 (Partners Lease Agreement)

APPENDIX 1*Service Obligations Pursuant to Paragraph 8:*

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

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

Tenant: _____

Landlord: _____

Additional terms pursuant to Paragraph 21:

Landlord's Initials: _____ Tenant's Initials: _____

**STANDARD NORTH CAROLINA LOCAL GOVERNMENT
CONTRACTUAL TERMS & CONDITIONS RIDER
(the “LGR”) Effective: November 4, 2020**

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

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

WITNESSETH:

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

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

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

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

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

PART A: AMENDED CONTRACT TERMS:

1. **Contract Incorporation:** **THE TERMS AND PROVISIONS OF THIS LGR SHALL BE DEEMED FULLY AND COMPLETELY INCORPORATED INTO, AGREED TO, AND ACCEPTED BY, ALL PARTIES ENTERING INTO ANY CONTRACT WHICH REFERENCES THEIR EXISTENCE IN ANY WAY;** including to the fullest extent permitted by law, incomplete or non-specific references to their existence where any party could with reasonable due diligence have ascertained the existence and content of its terms. Each party entering into any such Contract further agrees that the incorporation of this LGR into the terms and conditions of the Contract shall be deemed to be a **MATERIAL CONDITION PRECEDENT** to County’s acceptance of such Contract, and to the validity and enforceability of said Contract against County by any party thereto. Partial performance by any party under such a Contract without formal execution thereof, shall be considered as agreement to, and acceptance of, these LGR terms and conditions.
2. **Contractual Conflict & Precedence:** **NOTWITHSTANDING ANY STATEMENT OR PROVISION WITHIN THE CONTRACT TO THE CONTRARY, AND EXCEPT FOR ANY “ADDITIONAL TERMS & CONDITIONS” AGREED TO BETWEEN THE PARTIES PURSUANT TO THE IMMEDIATELY FOLLOWING PARAGRAPH, THE TERMS AND CONDITIONS OF THIS LGR SHALL SUPERSEDE, CONTROL OVER, AND PREVAIL IN THE EVENT OF ANY CONFLICT WITH ANY DIFFERING OR CONTRARY TERMS OR CONDITIONS OF THE CONTRACT.** Except to the extent they are inconsistent with or modified by this LGR, the terms and conditions of the contract shall remain in full force and effect.

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

PART B: STANDARD LOCAL GOVERNMENT PROVISIONS:

1. **Public Records & Confidentiality:** County is required to comply with certain applicable statutes of the State of North Carolina regarding open meetings and/or open records. Notwithstanding anything to the contrary within the Contract, County shall not be liable to any party for disclosing the Contract, or any documents or communications made or received in relation thereto, to any third party or the public at large, if such disclosure is made by County in a good faith effort within its sole discretion, to comply with any public records request or other applicable laws. This contract will not be publicized or otherwise distributed to third parties in order to preserve the confidentiality of the vendor’s contractual obligations but if required as part of a Freedom of Information Act or public records request, will be provided in accordance with North Carolina Public Records Law.
2. **Limitation on Contractual Authority:** Only the County Board of Commissioners, the County Manager, or another agent specifically designated in writing by either to exercise their respective authority related to the Contract shall be authorized to enter into, modify, or otherwise bind the County to the Contract in any way. Any such action shall be taken only by the signed written consent thereof, and no party shall rely upon any verbal communications, or otherwise upon the authority of any other agent of the County in lieu thereof. This provision shall apply to prevent any inadvertent or passive modifications to the terms of the Contract through communications between the parties as may otherwise be allowed by law, including but not limited to any such provisions of the North Carolina Uniform Commercial Code, if applicable.
3. **Limitation as to any Indemnification:** The County does not waive any defenses of governmental/sovereign immunity which are available to the County under North Carolina law and specifically reserves all such rights to defend any claims against the County as allowable by North Carolina law.
4. **Limitation Upon Partial/Progress Payments for Goods/Materials to be Delivered:** Payment (partial or otherwise) for any physical goods or materials to be provided to the County pursuant to the Contract, shall not be due or owed by the County until after actual delivery and acceptance of any such physical items.
5. **E-Verify Certification:** At all times during performance of the Contract, all parties shall fully comply with Article 2 of Chapter 64 of the General Statutes, and shall ensure compliance by any subcontractors utilized. All parties shall execute an affidavit verifying such compliance upon request by County.
6. **Iran Divestment Act Certification:** All parties executing this Contract thereby affirm they are not listed on the Final Divestment List created by the State Treasurer pursuant to Article 6A of the Iran Divestment Act, nor shall they utilize any subcontractor in the performance of the Contract that is identified upon said list.
7. **Divestment from Companies that Boycott Israel:** All parties hereby certify that they are not on the North Carolina State Treasurer’s list, prepared pursuant to NCGS 147-86.80 et. seq., of companies engaged in a boycott of Israel, and that they will not utilize in the representation of the County pursuant to this Contract any firm on said list.
8. **Constitutional Limitation on County Indemnification:** The parties acknowledge and understand that an unlimited indemnification by County constitutes a violation of the North Carolina Constitution, and is void and unenforceable by operation of law. Any indemnifications given by County to any party under the Contract shall be deemed to be given only to the fullest extent allowed by law.

9. Contingent Funding/Non-Appropriations Clause: The County recognizes that telephone services are essential to County operations and all practicable measures will be taken to maintain telephone service to County offices. Notwithstanding anything to the contrary within the Contract or this LGR, all financial obligations of the County under the Contract are dependent upon, and subject to, the continuing allocation of funds by the County Board of Commissioners for such purpose. The Contract shall automatically terminate if such funds cease to be allocated or available for any reason.
10. Not to Exceed (NTE) Cap: Unless otherwise approved in writing by County, the total amount of compensation payable by County to all parties under the Contract during each fiscal year of County (running from July 1 to June 30 of the following calendar year) shall not exceed the amount, if any, which is specifically listed within the Contract as **“Total annual compensation hereunder Not to Exceed \$_without County Manager’s prior written approval”**. This amount is the total combined budget normally allocated for the services rendered under the Contract, and may be increased unilaterally by County from time to time, only through the written approval of the County Manager which may be given via email.
11. Pre-audit & Purchasing Policy Notices: Per NCGS § 159-28 no contract with a local government including County requiring the payment of any public funds is valid unless properly pre-audited in the manner required by said statute. The Contract must contain a Pre-audit Certificate signed by the County Finance Officer or their Deputy which shall take the substantially the following form “This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.” Failure to obtain a pre-audit upon the Contract makes the contract invalid and unenforceable per state law. Additionally, pursuant to County purchasing policies, no obligation of \$500 or more for any goods sold or services rendered to County is validly enforceable without a valid signed contract, or a signed Purchase Order for such goods or services. Contact the County Finance Office at 336-753-6022 with any questions or for further information related to this provision.

PART C: OTHER GENERAL PROVISIONS

Notwithstanding anything within the Contract to the contrary:

1. Choice of Law, Forum, & Pre-Litigation Mediation: This Contract is made and entered into in Davie County, North Carolina and shall be governed by and construed in accordance with North Carolina law. Any claim for breach or enforcement of this Contract shall be filed in the appropriate court located in the jurisdiction of Davie County, North Carolina. The parties agree in good faith to first submit any disputes to that formal process known as mediation being that process which is described by North Carolina in its Alternative Dispute Resolution Program through the Dispute Resolution Commission. The parties agree that they will attempt to agree on a North Carolina Certified Superior Court Mediator with the understanding that this list is maintained by the North Carolina Dispute Resolution Commission. Should the parties be unable to agree, then that mediator who is next to be assigned on a case by Court Administration in Davie County will be used as the mediator. The parties shall share the costs of mediation equally and the parties agree to mediate in good faith.
2. Construction & Headings: No rule of construction shall apply against any party as the drafter of the Contract which is the result of an arms-length negotiation between the parties. The titles/captions/headings of any and all portions of the Contract are intended for reference purposes only, and shall not be deemed to affect the meaning or interpretation of the Contract terms and conditions.
3. Merger: The Contract is the entire agreement between the parties with respect to the foregoing matter and there are no other verbal or written agreements with respect thereto between the parties which have not been reduced to writing and specifically incorporated into the Contract.
4. Modification: No modifications of the Contract shall be valid unless reduced to writing signed by all parties hereto.
5. Severability: The provisions of this Contract are intended to be severable. Any and all provisions of this Contract that are prohibited, unenforceable, or otherwise not authorized in any jurisdiction shall, as to such portion and/or

jurisdiction only, be deemed ineffective to the extent of such prohibition, unenforceability, or non-authorization, without invalidating the remaining provision(s) hereof in such jurisdiction, or affecting the continuing validity, enforceability, or legality hereof in any other jurisdiction.

6. Signature Warranty: Any party executing the Contract as a corporate or other legal entity represents to the other parties hereto that such entity is duly organized, validly existing, and in good standing under the laws of the State of North Carolina or otherwise under the laws of the state of its formation, and is qualified to transact the business contemplated herein within the state of North Carolina, and further that any such party executing the Contract on behalf thereof, has the full power and authority to do so without any further authorization being required from any party, and thereby legally binds said entity to the terms and conditions of this Contract.
7. Additional Limitation of Scope of County Indemnification: If applicable, any indemnification given by County shall be deemed and further limited to indemnify against claims or actions arising from the action or inaction of County's own officers, officials, employees or agents only; and shall not be deemed to indemnify any party against claims or actions arising from any action or inaction of any other parties.
8. Waiver of Consequential/Punitive Damages: Under no circumstances whatsoever, shall any party be entitled to recover, and all parties hereby waive their right to seek, any indirect, punitive, special or consequential damages of any kind whatsoever, incurred in connection with any breach of the Contract. Notwithstanding the foregoing, the reasonable costs incurred in connection with successfully enforcing the Contract against another party, including court costs, fees, and reasonable attorneys' fees associated therewith shall be recoverable by such a prevailing party.
9. Savings Provision: County shall not be held in default of the Contract or otherwise deemed in breach thereof, unless it has first failed to cure any condition causing such default within thirty days (30) days written notice thereof by the party alleging such default. If County cures any default within that period, no breach of the Contract shall be deemed to have occurred.
10. Electronic and/or Duplicate Execution & Order of Execution: The Contract may be executed in multiple counterparts, in which event each executed copy shall be deemed an original document as between the parties. An electronic signature and/or copy of the Contract shall have the same force and affect as the original. Due to the need to comply with statutory auditing requirements, all parties contracting with County shall execute the Contract first and deliver a fully signed copy thereof (preferably via electronic form) to the County for its counter-execution and delivery of a fully signed copy to all parties
11. Force Majeure: Neither party shall be liable for any failure to accept or make deliveries of any supply, materials or equipment or any personal services which is the result of any interruptions of or delays in transportation, or any other similar circumstance beyond the control of the parties, OR from any other causes beyond the reasonable control of the parties, including, but not limited to : acts of God; strikes or other labor disturbances; acts of terrorism; riots; epidemics and/or pandemics; floods; fires; unusual severe weather conditions; accidents; government actions of state of emergencies declarations; or any other conditions which are outside of the control of the parties hereto.

By: _____

Company: _____

Date : _____



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

Agenda Item Details:

Date of Meeting: March 7, 2022

Department: Finance

Resource Person: Robin West

ISSUE/ACTION REQUESTED:

Audit Contract for FY 2021-2022

BACKGROUND/PURPOSE OF REQUEST: Martin Starnes Audit Contract (2021-2022)

FISCAL IMPACT: \$80,890 (10% increase over prior year) and \$3,500 per major program in excess of three. Budget amendment included with other March amendments.

COUNTY MANAGERS; RECOMMENDATION:

The County Manager recommends the Commissioners approve the Audit Contract for Martin Starnes.

ATTACHMENTS:

Davie County - 2022 Audit Contract

Davie County - 2022 Single Audit Engagement Letter

The of and	Governing Board Board of Commissioners
	Primary Government Unit Davie County, NC
	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Martin Starnes & Associates, CPAs, P.A.
	Auditor Address 730 13th Avenue Dr. SE, Hickory, NC 28602

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/22	Audit Report Due Date 10/31/22

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.
- If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.
6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.)(G.S. 159-34 and 115C-447) All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will not be approved.

Financial statements were prepared by: ☒ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Title and Unit / Company:

Email Address:

Robin M. West

Assistant County Manager/CFO, Davie County

rwest@daviecountync.gov

OR Not Applicable ☐ (Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billing for the unit's last annual audit that was submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

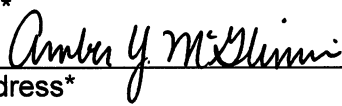
Primary Government Unit	Davie County, NC
Audit Fee	\$ See engagement letter
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$ See engagement letter
Writing Financial Statements	\$ See engagement letter
All Other Non-Attest Services	\$ N/A
75% Cap for Interim Invoice Approval (not applicable to hospital contracts)	\$ 0.00

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval (not applicable to hospital contracts)	\$ 0.00

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative (typed or printed)* Amber Y. McGhinnis	Signature* 
Date* 02/21/22	Email Address* amcghinnis@msa.cpa

GOVERNMENTAL UNIT

Governmental Unit*	
Davie County, NC	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S. 159-34(a) or G.S. 115C-447(a))	
Mayor/Chairperson (typed or printed)* James Blakley, Chairman	Signature*
Date 3/7/2022	Email Address jblakley@davielcountync.gov

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed) Robin M. West, Assistant County Manager/CFO	Signature* 
Date of Pre-Audit Certificate* 3/7/2022	Email Address* rwest@davielcountync.gov

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
N/A	
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

DPCU Finance Officer (typed or printed)*	Signature*
N/A	
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all
required signatures prior to submission.

PRINT



Koonce, Wooten & Haywood, LLP
CERTIFIED PUBLIC ACCOUNTANTS

Report on the Firm's System of Quality Control

To the Shareholders of Martin Starnes & Associates, CPAs, P.A. and the
Peer Review Committee, Coastal Peer Review, Inc.

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of *pass*.

Koonce, Wooten & Haywood, LLP

Koonce, Wooten & Haywood, LLP

May 4, 2021

Raleigh

4060 Barrett Drive
Post Office Box 17806
Raleigh, North Carolina 27619

919 782 9265
919 783 8937 FAX

Durham

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Durham, North Carolina 27707

919 354 2584
919 489 8183 FAX

Pittsboro

579 West Street
Post Office Box 1399
Pittsboro, North Carolina 27312

919 542 6000
919 542 5764 FAX

Smithfield

212 East Church Street
Post Office Box 2348
Smithfield, North Carolina 27577

919 934 1121
919 934 1217

MARTIN ♦ STARNES

& ASSOCIATES, CPAs, P.A.

"A Professional Association of Certified Public Accountants and Management Consultants"

February 21, 2022

Robin M. West, Assistant County Manager/CFO
Davie County
123 South Main Street
Mocksville, NC 27028

You have requested that we audit the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of Davie County, NC, as of June 30, 2022, and for the year then ended, and the related notes to the financial statements, which collectively comprise Davie County's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal and state award programs for the period ended June 30, 2022. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal and state award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Attachment: Davie County - 2022 Single Audit Engagement Letter (Audit Contract for FY 2021-2022)

Accounting principles generally accepted in the United States of America require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Law Enforcement Officers' Special Separation Allowance schedules
- Other Post-Employment Benefits' schedules
- Local Government Employees' Retirement System's schedules
- Register of Deeds' Supplemental Pension Fund schedules

Supplementary information other than RSI will accompany Davie County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements
- Budget and actual schedules
- Supplemental ad valorem tax schedules
- Schedule of Expenditures of Federal and State Awards

Schedule of Expenditures of Federal and State Awards

We will subject the Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the Schedule of Expenditures of Federal and State Awards is presented fairly in all material respects in relation to the financial statements as a whole.

We will make reference to the component unit auditor's audit of the Davie County Watershed Improvement Commission in our report on your financial statements.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, Schedule of Expenditures of Federal and State Awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be

accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act. As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Davie County's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of Davie County's basic financial statements. Our report will be addressed to the governing body of Davie County. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of Davie County's major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended, the Uniform Guidance, and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the State Single Audit Implementation Act and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal and state award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and the State Single Audit Implementation Act will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal or state programs as a whole.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal and state programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Also, as required by the Uniform Guidance and the State Single Audit Implementation Act, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and State programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federal and state funded activities;
5. For preparing the Schedule of Expenditures of Federal and State Awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and State Single Audit Implementation Act;
6. For designing, implementing, and maintaining effective internal control over federal and state awards that provides reasonable assurance that the entity is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
7. For identifying and ensuring that the entity complies with federal and state laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal and state award programs, and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations and the terms and conditions of federal and state award programs;
8. For disclosing accurately, currently and completely the financial results of each federal and state award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;

13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal and state award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report (if applicable); and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report (if applicable).
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year or period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant roles in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the Schedule of Expenditures of Federal and State Awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the Schedule of Expenditures of Federal and State Awards in accordance with the Uniform Guidance and the State Single Audit Implementation Act, (b) to provide us with the appropriate written representations regarding the Schedule of Expenditures of Federal and State Awards, (c) to include our report on the Schedule of Expenditures of Federal and State Awards in any document that contains the Schedule of Expenditures of Federal and State Awards and that indicates that we have reported on such schedule, and (d) to present the Schedule of Expenditures of Federal and State Awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited basic financial statements readily available to the intended users of the Schedule of Expenditures of Federal and State Awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing.

You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

We will perform the following nonattest services:

- Draft of financial statements and footnotes
- GASB 34 conversion entries
- Preparation of auditor portions of Data Collection Form
- Preparation of LGC's data input worksheet

We will not assume management responsibilities on behalf of Davie County. However, we will provide advice and recommendations to assist management of Davie County in performing its responsibilities.

Davie County's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account codings and approving journal entries.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

During the course of the engagement, a portal will be in place for information to be shared, but not stored. Our policy is to terminate access to this portal after one year. The County is responsible for data backup for business continuity and disaster recovery, and our workpaper documentation is not to be used for these purposes.

Provisions of Engagement Administration and Fees

Marcie Spivey is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To

ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services are as follows:

Audit Fee	\$ 69,890
Financial Statement Drafting	11,000
	<u>\$ 80,890</u>

Additional Fees:

Charge per major program in excess of 3	<u>\$ 3,500</u>
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Our invoices for these fees will be rendered in four installments as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use Davie County's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

Changing Laws and Regulations

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

Incorrect Accounting Methods or Errors in Client Records

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements.

Failure to Prepare for the Engagement

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

Starting and Stopping Our Work

If we must withdraw our staff because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from \$75-\$300 per hour.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and

agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal and state award programs, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P.A.
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Davie County by:

Name: Dolin M West

Title: Assistant County Manager/CFO

Date: 3/7/2022

Attachment: Davie County - 2022 Single Audit Engagement Letter (Audit Contract for FY 2021-2022)



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

Agenda Item Details:

Date of Meeting: March 7, 2022

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Proclamation - 50Th Anniversary of the National Senior Nutrition Program

BACKGROUND/PURPOSE OF REQUEST: Proclamation - 50th Anniversary of the National Senior Nutrition Program

FISCAL IMPACT: n/a

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:

50th Anniversary of the National Senior Nutrition Program proclamation



Davie County Government

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

DavieCountyNC.gov



50th Anniversary of the National Senior Nutrition Program, 2022

DAVIE COUNTY – A PROCLAMATION

Whereas, since 1972, the National Senior Nutrition Program has funded local agencies and organizations to serve home-delivered and congregate meals that help to ensure older adults have opportunities to stay healthy, independent, and connected; and

Whereas, local senior nutrition programs help older adults access healthy foods; nutrition screening, education, and counseling; social opportunities; and other supports that encourage well-being; and

Whereas, Davie County Senior Services' Nutrition Program is an integral part of Davie County – providing sustenance and so much more to our older community members for more than 24 years; and

Whereas, Davie County Senior Services' Nutrition Program is having a positive impact on our community and its senior members by:

- Providing a nutritious meal, friendly visit, and welfare check to approximately 215 homebound clients each year through Meals on Wheels and
- Providing a nutritious meal, socialization, and education to approximately 475 clients each year through the Congregate Nutrition Program

Now, therefore, we the Davie County Board of Commissioners do hereby proclaim March 2022 to be the 50th anniversary of the National Senior Nutrition Program. We urge every resident to recognize older adults and the people who support them through nutrition services as essential contributors to the strength of our community.

Proclaimed this the 7th day of March, 2022.

James Blakley, Chairman of the Board



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

Agenda Item Details:

Date of Meeting: March 7, 2022

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Deletion of Service Weapon - Glock Model 17

BACKGROUND/PURPOSE OF REQUEST: Deletion of Service Weapon - Glock Model 17

FISCAL IMPACT: \$1

COUNTY MANAGERS; RECOMMENDATION:

<Insert County Manager Comments>

ATTACHMENTS:



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

Agenda Item Details:

Date of Meeting: March 7, 2022

Department: Finance

Resource Person: Cindy Chapman

ISSUE/ACTION REQUESTED:

Library Copier Deletion

BACKGROUND/PURPOSE OF REQUEST: Staff is asking for approval to dispose of 8338 Sharp MX 2640N Copier that is inoperable.

FISCAL IMPACT: \$5,920

COUNTY MANAGERS; RECOMMENDATION:

<Insert County Manager Comments>

ATTACHMENTS:

Library Copier deletion 3-7-22

DAVIE COUNTY FIXED ASSETS

EQUIPMENT DELETION FORM

Department Name Public LibraryDate 2/22/2022

Department Number	Asset Tag Number	Item Description	Reason for Deletion	Deletion Amount
56120	9987	8338 Sharp MX 2640N Copier	Copier no longer works and will be replaced	\$5,920

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

Requested By: _____

(Department Head)

Approved By: _____

(Davie County Manager)

Date: _____

Finance Office Use Only

Date Posted: _____

Posted by: _____

(Rev.3/2000)

Attachment: Library Copier deletion 3-7-22 (Library Copier Deletion)



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

Agenda Item Details:

Date of Meeting: March 7, 2022

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Surplus Equipment - Glock - Award to Retired Lieutenant T Myers

BACKGROUND/PURPOSE OF REQUEST: Surplus Equipment - Glock - Award to Retired Lieutenant T Myers

FISCAL IMPACT: \$1

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:



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

Agenda Item Details:

Date of Meeting: March 7, 2022

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Ordinance Enacting and Adopting a Supplement to Code of Ordinances

BACKGROUND/PURPOSE OF REQUEST: Ordinance Enacting and Adopting a Supplement to Code of Ordinances

FISCAL IMPACT: n/a

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:

Ordinance Enact-Adopt Supplement to Code of Ord



Davie County Government

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

DavieCountyNC.go



AN ORDINANCE ENACTING AND ADOPTING A SUPPLEMENT TO THE CODE OF ORDINANCES FOR THE COUNY OF DAVIE, NC,

WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio, has completed the Davie County supplement to the Code of Ordinances of the Political Subdivision, which supplement contains all ordinances of a general and permanent nature enacted since the prior supplement to the Code of Ordinances of this Political Subdivision; and

WHEREAS, American Legal Publishing Corporation has recommended the revision or addition of certain sections of the Code of Ordinances which are based on or make reference to sections of the North Carolina code; and

WHEREAS, it is the intent of the Legislative Authority to accept these updated sections in accordance with the changes of the law of the State of North Carolina; and

WHEREAS, it is necessary to provide for the usual daily operation of the municipality and for the immediate preservation of the public peace, health, safety and general welfare of the municipality that this ordinance take effect at an early date;

NOW, THEREFORE, BE IT ORDAINED BY THE LEGISLATIVE AUTHORITY OF THE POLITICAL SUBDIVISION OF THE COUNTY OF DAVIE:

- Section 1. That the County of Davie supplement to the Code of Ordinances of the Political Subdivision as submitted by American Legal Publishing Corporation of Cincinnati, Ohio, and as attached hereto, be and the same is hereby adopted by reference as if set out in its entirety.
- Section 2. Such supplement shall be deemed published as of the day of its adoption and approval by the Legislative Authority and the Clerk of the Political Subdivision is hereby authorized and ordered to insert such supplement into the copy of the Code of Ordinances kept on file in the Office of the Clerk.
- Section 3. This ordinance is declared to be an emergency measure necessary for the immediate preservation of the peace, health, safety and general welfare of the people of this municipality, and shall take effect at the earliest date provided by law.



Davie County Government

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

DavieCountyNC.gov



PASSED AND ADOPTED by the Legislative Authority of the Political Subdivision on this 7th day of March, 2022

ATTEST:

James Blakley, Chairman
Davie County Board of Commissioners

Attachment: Ordinance Enact-Adopt Supplement to Code of Ord (Ordinance Enacting and Adopting a Supplement to Code of Ordinances)



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

Agenda Item Details:

Date of Meeting: March 7, 2022

Department: Finance

Resource Person: Cindy Chapman

ISSUE/ACTION REQUESTED:

2021 Bad Debt Write-Offs

BACKGROUND/PURPOSE OF REQUEST: These debts were incurred prior to January 2021 and collection attempts were made throughout the year. NC General Statutes will allow for up to three years for collection, and in the event services are rendered to these individuals, payment of these debts will be required.

FISCAL IMPACT: \$643,939.46

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:

Bad Debt Writeoff - Combined 03012022



Finance Department

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

DavieCountyNC.go



March 7, 2022

Davie County Board of Commissioners
123 S. Main Street
Mocksville, NC 27028

Dear Board:

Attached is a letter sent to all department managers requesting bad debt information. Also attached is the response received by the Finance Department:

The following departments have requested that their bad debts be written off.

Emergency Medical Services	594,929.44
Health Department:	
Clinical	7,321.95
Public Library	4,256.19
Public Utilities	37,431.88

Total Debts requested for Write-off 643,939.46

Most debts were incurred on or before December 31, 2020 and collection attempts have been made throughout 2021. General Statutes will allow up to three years for collection, and in the event services are rendered to these individuals, payment of back debts will be required. Should you have any questions or concerns, please contact me.

Sincerely,

Cindy S. Chapman

Strategy & Budget Director

Attachment

cc: Mr. Mike Ruffin, Interim County Manager
 Mr. Ed Vogler, County Attorney
 Ms. Robin West, Assistant County Manager / CFO

Attachment: Bad Debt Writeoff - Combined 03012022 (2021 Bad Debt Write-Offs)



Finance Department

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

DavieCountyNC.go



February 3, 2022

To: Davie County Department Directors

From: Cindy S. Chapman
Strategy & Budget Director

Subject: Bad Debt Write-Off's

By way of this memo, I am requesting that all departments prepare their annual bad debt write-off report as of December 31, 2021 and forward to me no later than **February 18, 2022**. Please be sure to list any contacts that have been made by collection agencies and/or any promise to pay that has been agreed upon.

All debts that are one year or older and have not previously been written-off should be included in this report. The General Statutes allow for collection attempts up to three years. A report should be maintained so that in the event these become collectible your department will have an official record. If you submit a monthly accounts receivable report to the Finance Department, these debts should be removed once approved. The bad debts will be presented to the Board of County Commissioners for approval at their March 2022 meeting.

If you have any questions or need assistance with this request, please contact me.

cc: David Bone, County Manager
Robin West, Assistant County Manager/CFO
Ed Vogler, County Attorney

Attachment: Bad Debt Writeoff - Combined 03012022 (2021 Bad Debt Write-Offs)

DAVIE COUNTY
2022 Bad Debt Write-Offs
March 7, 2022 Board Meeting

Department	Amount
Emergency Medical Services	\$594,929.44
Health Department	
Clinical	7,321.95
Environmental Health	0.00
Behavioral Health	0.00
Public Library	4,256.19
Public Utilities	37,431.88
Development Services	0.00
	\$643,939.46

DAVIE COUNTY
Bad Debt Write-Offs

Department	Bad Debts after Collection attempt through December 31 of this year:														
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007
Emergency Medical Services	\$594,929.44	\$567,302.37	\$571,847.60	\$570,600.16	\$618,545.82	\$720,155.66	\$568,310.28	\$402,423.80	\$397,393.07	\$376,067.62	\$281,729.07	\$248,227.20	\$215,964.30	\$246,487.09	\$206,954
Write off increase over prior year	1.05	0.99	1.00	0.92	0.86	1.27	1.41	1.01	1.06	1.33	1.13	1.15	0.88	1.19	
Health Department															
Clinical	7,321.95	50,603.74	25,722.29	4,962.48	18,280.21	10,845.61	21,483.85	105.00	14,353.57	11,425.35	17,659.19	23,600.70	14,172.08	33,979.32	35,817
Environmental Health	0.00	0.00	0.00	50.00	60.00	50.00	525.00	50.00	425.00	585.00	1,835.00	2,910.00	3,070.00	2,730.00	1,030
Behavioral Health	0.00	0.00	5,095.55	23,817.38											
Home Health	0.00	0.00	0.00	0.00	0.00	57,723.08	68,354.32	17,116.55	39,500.48	82,566.49	202,156.94	21,798.19	2,133.34	0.00	0
Public Library	4,256.19	5,722.79	3,111.01	3,247.70	9,200.00	0.00	4,691.65	1,435.17	0.00	14,029.15	0.00	9,945.73	8,998.86	9,676.97	1,320
Public Utilities	37,431.88	34,626.07	32,618.29	32,906.13	29,599.99	31,373.34	34,296.14	21,707.82	23,800.71	25,105.90	21,768.97	18,311.92	16,013.26	15,644.20	13,137
Development Services	0.00	0.00	0.00	160.00	803.00	1,565.00	2,605.00	1,156.23	548.00	0.00	233.00	733.00	3,638.00	16,315.40	1,640
	\$643,939.46	\$658,254.97	\$638,394.74	\$635,743.85	\$676,489.02	\$821,712.69	\$700,266.24	\$443,994.57	\$476,020.83	\$509,779.51	\$525,382.17	\$325,526.74	\$263,989.84	\$324,832.98	\$259,900

2021 Comments

Emergency Medical Services	Write-off % of gross charges was slightly lower than previous two years
Health Dept - Clinical	Sixty-five debts were written off; mostly deductible or co-pay charges
Public Library	Sixty-one debts were written off
Public Utilities	Utilities write-off increased 8%; largely due to COVID-19 impact of collecting Utility debts; 183 accounts were written off.

EMS Department	CY2020	CY2019	CY2018	CY2017	CY2016	CY2015	CY2014	CY2013	CY2012
	Write off year 2021	Write off year 2020	Write off year 2019	Write off year 2018	Write off year 2017	Write off year 2016	Write off year 2015	Write off year 2014	Write off year 2013
write off amount-calendar year	\$594,929.44	\$567,302.37	\$571,847.60	\$570,600.16	\$618,545.82	\$720,155.66	\$568,310.28	\$402,423.80	\$397,393.07
trips - calendar year	5,881	5,441	5,433	5,792	5,346	4,861	4,429	3,921	3,791
trip increase over prior year	8%	0%	-6%	8%	10%	10%	13%	3%	
write off per trip	\$ 101.16	\$ 104.26	\$ 105.25	\$ 98.52	\$ 115.70	\$ 148.15	\$ 128.32	\$ 102.63	\$ 104.83
write off increase over prior year	-3%	-1%	0%	-8%	-14%	27%	41%	1%	
gross charges	4,288,610.71	4,149,973.72	3,723,039.88	3,753,843.00	3,600,903.00	3,350,978.00	2,657,054.00	2,109,401.00	1,896,069.00
write off % of gross charge	14%	14%	15%	15%	17%	21%	21%	19%	21%
gross charge per trip	\$ 729.23	\$ 762.72	\$ 685.26	\$ 648.11	\$ 673.57	\$ 689.36	\$ 599.92	\$ 537.98	\$ 500.15
gross charge per trip over prior year	-4%	11%	6%	-4%	-2%	15%	12%	8%	



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

Agenda Item Details:

Date of Meeting: March 7, 2022

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Vote on SENATE BILL 300 - DECRIMINALIZATION OF CERTAIN ORDINANCES

**BACKGROUND/PURPOSE OF REQUEST: Vote on SENATE BILL 300 -
DECRIMINALIZATION OF CERTAIN ORDINANCES**

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: March 7, 2022

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Closed Session Pursuant to NC GS 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 Pursuant to NC GS 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: