

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



Interim County Manager
Michael M. Ruffin
Commissioners Meeting Room
123 South Main Street
Mocksville, NC 27028
November 1, 2021 6:00 PM

MINUTES
Regular Meeting

1. Meeting Called to Order - Chairman Renegar

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

2. Invocation

Commissioner Jones offered the Invocation.

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

4. Ethics & Conflicts Disclosure

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

5. Adopt Agenda

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

6. Public Comment Period

One person signed up to speak during Public Comments:

George Lane - sewer rates. Mr. Lane spoke in reference to the smell of sewer in his neighborhood. He stated that approximately 25 years ago, this same issue occurred. The smell is now reoccurring in his neighborhood. Mr. Lane has requested utility costs between now and the last 25 years. He was told the system would become less expensive over time. However, Mr. Lane said his costs have increased as much as 10% each year.

1. Public Comment Period Rules

7. Public Hearings

Economic Development Director, Terry Bralley, spoke in reference to Palltronics. Palltronics plans to hire 200 people within the first two years of their company opening in Davie County, with an average salary of \$40,000. Palltronics produces pallets that are lighter than typical pallets. The pallets they produce are food grade with a computer chip embedded within for location and environmental tracking purposes.

Chair Renegar opened the Public Comment of the Public Hearing at 6:15 p.m. County Attorney Ed Vogler read the rules under the Public Comments. No citizens came forward to speak. Chair Renegar closed the Public Hearing at 6:16 p.m. Commissioner Jones made motion to improve the incentive agreement as presented. Commissioner Poindexter seconded the motion. All were in favor, and the motion passed 4-0 (Renegar, Finney, Jones, Poindexter). A question was asked by a commissioner about town potentially not approving the incentive agreement. The Town will vote on the agreement at their meeting tomorrow. Commissioner Poindexter praised Mr. Bralley for his economic development efforts.

1. Public Hearing - Project Palltronics

8. Presentations

There were two presentations this evening:

- 1) Davie County Schools - update on Performance through COVID - Superintendent Jeff Wallace and his team spoke about the challenges of educating students during the pandemic. Staff has been resilient. Thousands of meals were made ready during the emergency feeding program (from March 2020-August 2020). Proficiency levels across the State went down during the COVID pandemic; however, Davie County is comparable to other districts for student performance, as well as staff costs.

- 2) American Rescue Plan - Premium Pay, Assistant County Manager/Chief Financial Officer, Robin West, shared information with the Commissioners about the proposed Premium Pay for staff. Ms. West stated there are seven (7) funding categories under the plan that are allowable. Staff is proposing to pay employees (based on specific parameters) premium pay on November 19, 2021. Eligibility will vary based on where employees were/are employed. The premium payment will be subject to tax withholdings and regular, normal deductions. Approximately \$860,000 will be spent for premium pay. The Commissioners asked if this would be a one time expense. Yes, is the answer.

Commissioner Jones made a motion to adopt the Premium Pay portion of the American Rescue Plan as presented by Ms. West. Commissioner Poindexter seconded the motion. All were in favor, and the motion passed 4-0 (Renegar, Finney, Jones, Poindexter).

1. Davie County Schools - Update on Performance through COVID

2. American Rescue Plan - Premium Pay

9. Proclamation

The Proclamation for Employee Appreciation Week (November 15-19) was read by County Manager David Bone. Commissioner Poindexter made a motion to approve the Proclamation. Commissioner Jones seconded the motion. All were in favor, and the motion passed 4-0 (Renegar, Finney, Jones, Poindexter).

1. Proclamation - Employee Appreciation Week November 14-20

10. Consent Agenda

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

A. Approval of Minutes

1. Board of Commissioners - Regular Meeting - Oct 4, 2021 6:00 PM
2. Closed Session Minutes - 10/4/2021

B. Tax Reports, Releases and Refunds

1. Releases, Refunds, and Percentage Reports

C. Appointments

1. Juvenile Crime Prevention Council - Re-Appointment - JD Hartman

D. Budget Amendments/Transfers

1. Budget Amendments for November 2021 Board of Commissioners Meeting

E. Contracts

1. Request for Proposal for Installment Purchase Contract for Equipment
2. Piedmont Triad Regional Development Corporation - EDA Project Number 04-01-07635

F. Resolutions

1. Resolution - Opioid Settlement

G. LME/MCO Disengagement

1. Local Management Entity/Managed Care Organization Disengagement - Cardinal Innovations Healthcare

11. County Manager's Report

County Manager, David Bone, offered the following report:

- On behalf of the employees of Davie County, thank you for approving the Premium Pay for our employees. This action provides a much deserved “thank you” to the Davie

County employees who have helped lead our community and provided crucial services during the pandemic.

- Additionally, you approved a resolution tonight designating November 15-19 as Employee Appreciation Week. We look forward to showing our appreciation to employees during this week.
- Davie County is still a “red” county on the CDC COVID-19 map.
- Currently, we have 97 active cases.
- Citizens who have been fully vaccinated with any vaccine may now be eligible to receive a booster dose. Anyone with questions is encouraged to contact their primary care provider or Davie County Health.
- Effective today, behavioral health and intellectual/developmental disabilities services for residents in Davie County managed by Partners. We are excited about this transition. We feel this will be a strong partnership, and our citizens will provide effective service management from Partners.
- The public hearing tonight about Palltronics choosing to locate in Davie County is more good news for our community. Thank you to Economic Developer Terry Bralley and the many others who continue to grow our business community! We greatly appreciate Palltronics and the industries who invest in Davie County and call Davie County home.
- Municipal elections will be on Tuesday, November 2nd. Polling places will be open from 6:30 a.m. to 7:30 p.m. For more information, visit the Davie County website.
- County facilities will be closed on Thursday, November 11th for Veterans’ Day. We are thankful to all veterans for protecting our freedom.
- County facilities will be closed Thursday, November 25th and Friday, November 26th for the Thanksgiving holidays. We wish everyone a wonderful and safe Thanksgiving holiday.

A Commissioner asked about when the flags will be installed at the Government Center. Brad Blackwelder, Management Analyst/Project Manager, stated bids were requested, and the award was made to West Bank Construction. They will be installing flags at the Government Center and the Davie County Park. They should be here within the next 2-3 weeks.

12. Old Business

There was no Old Business discussed this evening.

13. New Business

There was no New Business discussed this evening.

14. Closed Session

Commissioner Jones made a motion at 7:17 p.m. to enter into Closed Session pursuant to NCGS 143.318.11(a)(3), to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body. Commissioner Finney seconded the motion. All were in favor, and the motion passed 4-0 (Renegar, Finney, Jones, Poindexter).

Commissioner Poindexter made a motion to enter back into regular session at 7:37 p.m. Commissioner Finney seconded the motion. All were in favor, and the motion passed 4-0 (Renegar, Finney, Jones, Poindexter).

1. Closed Session Pursuant To: NCGS 143.318.11(A)(3) to Consult with an Attorney Employed or Retained by the Public Body in Order to Preserve the Attorney-Client Privilege Between the Attorney and the Public Body.

15. Commissioners' Comments

There were no Commissioners' Comments this evening.

16. Adjourn

Commissioner Poindexter made a motion at 7:38 p.m. to adjourn this evening's meeting. Commissioner Finney seconded the motion. All were in favor, and the motion passed 4-0 (Renegar, Finney, Jones, Poindexter).



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

Agenda Item Details:

Date of Meeting: November 1, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Public Comment Period Rules

BACKGROUND/PURPOSE OF REQUEST: Public Comment Period Rules

FISCAL IMPACT: n/a

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:

Public Comment Period Rules 10052020

PUBLIC COMMENT PERIOD RULES

Revised: October 5, 2020

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

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



DAVIE COUNTY, NORTH CAROLINA BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: November 1, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Public Hearing - Project Palltronics

BACKGROUND/PURPOSE OF REQUEST: Public Hearing - Project Palltronics

A Public Hearing will be held pursuant to the provisions of N.C.G.S. §158-7.1 to consider granting economic development incentive appropriations for the purpose of aiding and encouraging the expansion in scope of a proposed new industrial enterprise, known as “Project Palltronics” to be located in Mocksville.

The Incentives being considered are for an Economic Development Project by the Company which involves the expenditure by the Company of approximately twenty-five million dollars (\$25,000,000.00) in tangible personal property investments and the creation of two hundred three (203) new jobs at the facility. The Incentives being considered are approximately \$181,848.25 from the County of Davie to assist the Company with the purchase of equipment and training of employees as authorized under North Carolina General Statute §158-7.1.

The property where the Economic Development Project will take place is a portion of those properties located in the Hollingsworth’s South Point Industrial Business Park.

FISCAL IMPACT: Approximately \$181,848.25, based on new investment.

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:

MOYER-70-1329792-1

PUBLIC HEARING COMMENT PERIOD RULES.2021.BBV4eevdbb-21.09.14

Incentive agreement-Palltronics Inc. V1.1eev.10-12-2021

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 #: 1329792
Insert Dates: 10/21/21, 10/28/21
Tagline: DC-PH 11-01-2021
Purchase Order #
Amount Due: \$200.00

No. 1329792



NOTICE OF PUBLIC HEARING
(Re: Economic Development Incentives)

TAKE NOTICE that a Public Hearing will be held before the Board of Commissioners of Davie County, North Carolina at 6:00 p.m., Monday, November 1, 2021, in the County Commissioners Meeting Room of the Davie County Administration Building at 123 South Main Street, Mocksville, North Carolina, pursuant to the provisions of N.C.G.S. §158-7.1 to consider granting economic development incentive appropriations (the "Incentives") for the purpose of aiding and encouraging the expansion in scope of a proposed new industrial enterprise, known as "Project Palltronics", (herein the "Company"), to be located in Mocksville, Davie County, North Carolina.

TAKE FURTHER NOTICE, that the benefits to the public expected to be derived from the realization of the Economic Development Project made possible by the Incentives include, but are not limited to: the increase of the tax base of the County by at least \$25,000,000.00, the creation of 203 new jobs, the attraction to Davie County and the State of North Carolina of the Company which might have located in another state but for the grant of the Incentives, and the opportunity for new industrial growth, to be developed in Davie County and North Carolina.

Publish: 10/21/21, 10/28/21.

TAKE FURTHER NOTICE, that the Incentives being considered are for an Economic Development Project by the Company which involves the expenditure by the Company of approximately twenty-five million dollars (\$25,000,000.00) in tangible personal property investments and the creation of two hundred three (203) new jobs at the facility. The property where the Economic Development Project will take place is a portion of those properties located in the Hollingsworth's South Point Industrial Business Park, Town of Mocksville, Davie County, North Carolina. The Incentives being considered are approximately \$181,848.25 from the County of Davie to assist the Company with the purchase of equipment and training of employees as authorized under North Carolina General Statute §158-7.1. The Incentive Agreement will provide remedies to the County if the Company fails to create the jobs or fails to meet the tax base increase requirement of \$25,000,000.00. It is expected that the investment will be returned to the County in tax revenue derived from the project in less than five years.

Attachment: MOYER-70-1329792-1 (Public Hearing - Project Palltronics)

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.

**AGREEMENT FOR
ECONOMIC DEVELOPMENT ASSISTANCE
PALLTRONICS, INC.**

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

RECITALS:

1. In consideration of Incentives approved by the County on November 1, 2021 and the Town on November 2, 2021 the Company will lease the Property (as defined below) for the purpose of a wood container and pallet manufacturing facility at 288 Quality Drive, Mocksville, Davie County, North Carolina and will expend, at least \$25,000,000.00 to equip and install tangible personal property, including, without limitation, manufacturing equipment at the manufacturing facility (the “Facility”) located on the Property by December 31, 2022. The Company intends to create the following Jobs as indicated:

No later than December 31, 2022- two hundred and three (203) new Jobs at an average wage of \$41,626.00 per job

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

2. The County and Town have policies for providing assistance for economic development projects by granting incentives which are permitted under NCGS 158-7.1 et. seq. and the laws of the State of North Carolina and, pursuant to those policies, the County on November 1, 2021, and Town on November 2, 2021, approved incentives, respectively.
3. The County and Town have determined that providing economic development incentives for the Economic Development Project (as defined below) will benefit the general public health, safety and welfare of the citizens of the State of North Carolina, the County, and the Town by promoting the creation of jobs, by creating an opportunity for the development of new skill sets existing in the County’s available workforce, by increasing the County’s and Town’s tax base, by enhancing the industrial and business conditions and prospects of the County and Town, by increasing the likelihood of a stable economic environment in the

County and the Town, and by attracting to the County, Town, and State a new industry.

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

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

SECTION 1- DEFINITIONS

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

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

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

"*Economic Development Project*" means collectively (i) the expenditure of the owner of the Property of twenty-five million dollars (\$25,000,000.00) to renovate, and up-fit the Property to accommodate the manufacturing requirements of the Company, (ii) the fulfillment of the Jobs Creation Requirement, and (iii) the fulfillment of the Tax Base Increase Requirement of \$25,000,000.00.

"*Increased Tax Base*" means, for any calendar year after the 2022 calendar year, the amount by which (i) the total ad valorem tax assessed value for the Facility, (including renovations, up-fitting, fixtures and other personal property, but excluding the real property tax assessed value), and the Property for such calendar year exceeds (ii) the Initial Tax Base.

"*Initial Tax Base*" means the existing ad valorem tax base value for the calendar year of 2020 attributable to the Tangible Personal Property in the amount of \$0.00, which is the amount

existing before any up-fitting or installation of any fixtures or personal property resulting from the Economic Development Project.

“*Jobs*” means two hundred three (203) new full-time jobs with an average wage among all such jobs of \$41,626.00.

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

December 31, 2022, of two hundred three (203) new Jobs

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

“*Maximum County Incentive*” means the sum of \$181,848.25.

“*Maximum Town Incentive*” means the sum of \$68,222.50.

“*Property*” means the real property and improvements thereon located at 288 Quality Drive, Mocksville, Davie County, North Carolina where the Company will engage in manufacturing at the Facility and operate the Economic Development Project.

“*Tax Base Increase Requirement*” means the expenditure by the Company to equip the Facility (including, without limitation, equipment, and other personal property and any replacements of any of the foregoing) on or before December 31, 2022, or a later date if mutually agreed in writing, which expenditure and investment shall result when complete in the gross increase in the County’s ad valorem tax assessed value for tangible personal property of \$25,000,000.00. Notwithstanding the foregoing, from and after December 31, 2022, the tangible personal property at the Facility shall be assessed at fair market value determined at the time of assessment in accordance with the legal procedures and requirements proscribed in Sub-chapter II, Chapter 105 of the North Carolina General Statutes (the “Machinery Act”) for determining fair market value applicable for ad valorem tax purposes for any property in Davie County independent of anything in this Agreement. Nothing in this Agreement shall be deemed to limit in any respect any remedies available at law to the Company for contesting any such valuation.

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

SECTION 2 - INCENTIVES, TOWN AND COUNTY

2.1. **TOWN INCENTIVE:** Subject to the terms and conditions and fulfillment of the Conditions Precedent of this Agreement, the Town will provide cash economic incentives in an amount not to exceed \$68,222.50 (the “Maximum Town Incentive”) to or for the benefit of the Company to assist the Company with the Economic Development Project at the Facility calculated as provided in Section 2.4.1 below with the incentive so determined to be paid in installments as set forth in Section 2.4 below.

2.2. **COUNTY INCENTIVE:** Subject to the terms and conditions of this Agreement, the County will provide cash economic incentives in an amount not to exceed \$181,848.25 (the “Maximum County Incentive”) to or for the benefit of the Company to assist the Company with the Economic Development Project at the Facility calculated as provided in Section 2.4.1 below with the incentive so determined to be paid in installments as set forth in Section 2.4 below.

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

- 2.3.1 *Execution of this Agreement.* This Agreement must have been duly approved by the parties and duly executed by properly authorized officers.
- 2.3.2 *Corporate Existence and Operation.* The Company remains in existence under the laws of its jurisdiction of incorporation and registers with the N.C. Secretary of State as required by North Carolina law and continues operating its business in the normal course at the Facility continually during the period within which Economic Incentives may be disbursed under this Agreement.
- 2.3.3 *Bankruptcy.* The Company has not sought or filed for protection under any bankruptcy law or assigned any of its assets for the benefit of creditors, and remains able to pay its debts in the ordinary course of business.
- 2.3.4 *Fulfillment of Jobs Creation Requirement and Tax Base Increase Requirement.* The Tax Base Increase Requirement has been fulfilled and the Company has met the Jobs Creation Requirement.

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

- 2.3.5 *Payment of Ad Valorem Taxes.* The Company is current and remains current in the payment of annual County and Town ad valorem property taxes.
- 2.3.6 *Company Obligations Met.* The Company is in compliance with its obligations under Section 4 below.

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

- 2.4.1 *Town Incentive.* Town Incentive installments shall be an amount calculated by multiplying fifty percent (50%) times the pro-rata amount of annual ad valorem personal property taxes actually paid by the Company to the Town attributable to the Increased Tax Base for the first year the particular Town Incentive installment is to be paid, forty (40%) time the pro-rata amount of annual ad valorem personal property taxes actually paid by the Company in year two and thirty (30%) times the pro-rata amount of annual ad valorem personal property taxes actually paid by the company in year three. Provided the Company remains in compliance with its requirements hereunder, Town Incentives installments shall be paid annually until the first to occur of (i) the amount of all installments actually paid to the Company total in the aggregate the Maximum Town Incentive, (ii) the Company fails to pay ad valorem and personal property taxes timely when due, other than any taxes being contested in good faith by the Company, or (iii) December 31, 2025.
- 2.4.2 *County Incentive.* County Incentive installments shall be an amount calculated by multiplying fifty percent (50%) times the pro-rata amount of annual ad valorem personal property taxes actually paid by the Company to the County attributable to the Increased Tax Base for the first year the particular County Incentive installment is to be paid, forty (40%) time the pro-rata amount of annual ad valorem personal property taxes actually paid by the Company in year two and thirty (30%) times the pro-rata amount of annual ad valorem personal property taxes actually paid by the Company in year three. Provided the Company remains in compliance with its requirements hereunder, County Incentives installments shall be paid annually until the first to occur of (i) the amount of all installments actually paid to the Company total in the aggregate the Maximum County Incentive, (ii) the Company fails to pay ad valorem and personal property

taxes timely when due, other than any taxes being contested in good faith by the Company, or (iii) December 31, 2025.

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

SECTION 3 - EDC ECONOMIC DEVELOPMENT ACTIVITIES

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

SECTION 4 - OBLIGATIONS OF THE COMPANY

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

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

Company (i) has first received written notice from the Town, the County or EDC, as applicable, of such default in accordance with Section 6.5 of this Agreement and (ii) has not cured such default within 60 days of receipt such notice; provided that if such default is not capable of cure within 60 days, the Company shall not be deemed in default or to have failed to satisfy any obligations hereunder if the Company taken reasonable steps to effectuate such cure during such 60 day period and the cure is completed within a reasonable period of time not to exceed one hundred twenty (120) days.

- 4.1.5 *Operation of Business.* During the term of this Agreement, the Company shall remain in existence under the Law of North Carolina and shall maintain and operate substantial ongoing business at the Facility in the ordinary course of business at a level consistent with the job creation requirements. During the term of this Agreement, the Company will not announce that it intends to cease operations in North Carolina at any time during the term of this Agreement. During the term of this Agreement to Company will not file for bankruptcy protection or reorganization under the laws of the United States, or announce its intent to do so.

SECTION FIVE - REPRESENTATIONS AND WARRANTIES

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

- 5.1.1 The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of North Carolina.
- 5.1.2 The Company has the corporate power, authority and the legal right to execute, make, deliver and perform its duties and obligations under this Agreement, and has taken all corporate actions necessary to authorize the execution of this Agreement by the officer who has signed below.
- 5.1.3 Upon execution of this Agreement by its duly authorized officer, this Agreement shall be a legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws, statutes or rules of general application affecting the enforcement of creditor's rights or general principles of equity.
- 5.1.4 The execution and performance of this Agreement shall not constitute a violation of any agreement, contract, judgment or court order to which the Company is a party or to which it is subject.

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

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

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

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

- 5.3.1 The Town is a North Carolina Municipal Corporation empowered to provide economic development incentives in accordance with North Carolina law.
- 5.3.2 The Town has taken all legal actions necessary to authorize the execution and implementation of this Agreement to provide the Economic Development Incentives to the Company as contemplated hereunder, including holding such public hearings and providing such public notices as required by law.
- 5.3.3 Upon execution of this Agreement by its duly authorized representative, this Agreement shall be a legal, valid and binding obligation of the Town enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws, statutes or rules of general application affecting the enforcement of creditor's rights or general principles of equity.
- 5.3.4 The Town shall make every effort to include the amounts of the grant payments in the Town's annual budget ordinance.

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

SECTION 6 - MISCELLANEOUS

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

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

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

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

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

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

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

EDC: Davie County Economic Development Commission

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

Company: Palltronics, Inc.

[need address, contact name and telephone number here]

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

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

6.7 FORCE MAJEURE. Any delay in the performance of any of the duties or obligations of either party hereunder (the "Delayed Party") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the lesser of (i) the period of such delay or (ii) 24 months, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, or boycotts, shortages of materials or energy, fires, pandemics, explosions, floods, earthquakes, severe weather conditions, transportation delays, governmental or administrative prohibitions, changes in laws governing international trade, or other unforeseeable causes beyond the control and without the fault or negligence of the

Delayed Party. The Delayed Party shall give prompt notice to the other parties of such cause, and shall take whatever reasonable steps are necessary to relieve the effect of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.

6.8 TERMINATION. This Agreement shall automatically terminate on the earlier to occur of (i) actual receipt by the Company of aggregate payments from the Town and County in an amount equal to the sum of the Maximum County Incentives and the Maximum Town Incentives, or (ii) December 31, 2025.

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

THE REST OF THIS PAGE IS LEFT BLANK

**SIGNATURE PAGE
FOR
DAVIE COUNTY**

COUNTY OF DAVIE

ATTEST:

Terry Renegar, Chairman

Stacy Moyer, Clerk to the Board

Date: _____

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

Robin West, Assistant County Manager/Chief Financial Officer

Approved as to Form

E. Edward Vogler, County Attorney

**SIGNATURE PAGE
FOR
THE TOWN OF MOCKSVILLE**

TOWN OF MOCKSVILLE

By _____
Kenneth Gamble, Town Manager

Date: _____

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

Lynn Trivette, Finance Officer

Approved as to Form

Al Benshoff, Town Attorney

V1.0,eev,10-12-21

Attachment: Incentive agreement-Palltronics Inc. V1.1eev.10-12-2021 (Public Hearing - Project Palltronics)

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

DAVIE COUNTY ECONOMIC DEVELOPMENT COMMISSION, INC.

BY: _____
Terry Bralley, President

Date: _____

**SIGNATURE PAGE
FOR
PALLTRONICS, INC.**

BY: _____

_____, _____
(Insert Name) (Insert Title)

Date: _____



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

Agenda Item Details:

Date of Meeting: November 1, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Davie County Schools - Update on Performance through COVID

BACKGROUND/PURPOSE OF REQUEST: Davie County Schools - 2021 Student Performance, and HR and Staffing update

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: November 1, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

American Rescue Plan - Premium Pay

BACKGROUND/PURPOSE OF REQUEST: American Rescue Plan - Premium Pay

Staff proposes that the County will give one-time, lump sum premium pay to those employees that qualify. This is allowed through the American Recovery Plan and will be paid on Friday, November 19. This pay will be for essential work during the COVID-19 pandemic.

FISCAL IMPACT: A maximum of \$860,000, including Premium Pay and related benefits.

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:

Davie County COVID Premium Pay Policy 11.1.21

Davie County COVID Premium Pay Policy

November 1, 2021

Davie County will give one-time, lump sum premium pay to those employees that qualify. This is allowed through the American Recovery Plan and will be paid on Friday, November 19. This pay will be for essential work during the COVID-19 pandemic. The County has determined that all staff are essential employees during this pandemic.

Many employees were front-line “COVID fighters” and provided emergency medical care, COVID tracing and testing information, COVID vaccines from within the Health Department and mass vaccination clinics, and a safe, congregate environment at the Detention Center. Other employees worked from their primary work site and continued to provide services and interact with the public and their co-workers. Some employees were eligible for telework, though this practice has ceased in 2021 and all employees perform most of their work (at least 51%) at their primary work site.

Eligibility

Those employees that were hired on or before January 31, 2021 and were continuously employed through November 1, 2021 will receive 100% of the payment from the appropriate tier. Those that were hired after January 31, 2021 but before July 1, 2021 and were continuously employed through November 1, 2021 will get 50% of the payment from the tier.

- **Full-time employees:**
 - **\$2,500** – Emergency Medical Services, Public Health, Detention, Sworn Law Enforcement, Fire Marshal’s office
 - **\$1,500** – All other full-time employees in all other departments not designated in the other tier

- **Part-time employees**

- **\$500** – Employees **working** in All County Departments during the designated time. Employees that are on rosters but have no hours worked during this time are not eligible.

Calculation of payments

A one-time, lump sum payment will be added to each eligible employee's pay record. It will be paid during November 2021 in a separate payroll and will be distributed via direct deposit, just like regular pay. The only proration of any amount in each tier will be as described above – either you qualify for 100% or 50% of the pay or you do not receive pay. If an employee moves from part-time to full-time OR from full-time to part-time, the time spent in each status will be reviewed. The status that has the greater amount of time (51%) will determine the tier for which the employee will be paid. This payment will be made to any employee on Workers' Compensation leave during this time. This payment is considered wages to the employee for employment tax, retirement, and other withholding purposes.

Funding Source

The County intends to use the American Rescue Plan funds to cover the premium payments, as well as the benefits associated with these payments. There will be additional justification provided in the County's reporting records for those employees that exceed total wages of \$76,515 per year, which is 150% NC's average annual wage of \$51,010. This amount was determined by reviewing the US Bureau of Labor Statistics at https://www.bls.gov/oes/current/oes_nc.htm#00-0000 for North Carolina. By focusing on the most impacted positions for COVID exposure, the County believes that low to moderate wage employees are most affected.

Tracking and Reporting

The Finance Office is responsible for all pay calculations, implementation of this policy, internal control oversight, and tracking and reporting of ARPA funds. All records will be retained as described in the American Rescue Plan documentation (a minimum of five years past the expiration of the spending limits – currently December 31, 2024.)



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

Agenda Item Details:

Date of Meeting: November 1, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Proclamation - Employee Appreciation Week November 14-20

BACKGROUND/PURPOSE OF REQUEST: Proclamation - Employee Appreciation Week
November 14-20

FISCAL IMPACT: n/a

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:

Employee_Appreciation



Davie County Government

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

DavieCountyNC.go



DAVIE COUNTY EMPLOYEE APPRECIATION WEEK November 15 – November 19, 2021

- WHEREAS,** Davie County employees represent over 400 men and women, working in 20 different service departments and agencies, devoted to making Davie County a better place to work and live; and
- WHEREAS,** Davie County employees provide a multitude of services for all the citizens of the County; and
- WHEREAS,** Davie County employees are both skilled and efficient in their jobs, making every effort to expend County tax dollars in the most effective way for the betterment of the County and its citizens; and
- WHEREAS,** Davie County Government runs smoothly on a day to day basis primarily because of the dedicated employees in each of its departments and agencies; and
- WHEREAS,** the COVID-19 pandemic has presented unprecedented challenges to public health, food systems and the world of work, as well as economic and social disruption, and the employees of Davie County have helped lead the community through this challenging time and maintained a high level of services to the citizens of Davie County during the pandemic.

NOW, THEREFORE, in appreciation for their dedication to the welfare of the citizens of our County throughout the COVID-19 pandemic, THE DAVIE COUNTY BOARD OF COMMISSIONERS DOES HEREBY PROCLAIM the week of November 15 - 19, 2021 as COUNTY EMPLOYEE APPRECIATION WEEK.

Adopted this the 1st day of November, 2021.

Terry N. Renegar, Chairman
Board of Commissioners

ATTEST:

Stacy A Moyer
Clerk to Board of Commissioners

Attachment: Employee Appreciation (Proclamation - Employee Appreciation Week November 14-20)

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



Interim County Manager
 Michael M. Ruffin
 Commissioners Meeting Room
 123 South Main Street
 Mocksville, NC 27028
 October 4, 2021 6:00 PM

MINUTES Regular Meeting

1. Meeting Called to Order - Chairman Renegar

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

2. Invocation

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

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

4. Ethics & Conflicts Disclosure

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

5. Adopt Agenda

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

6. Public Comment Period

No one signed up to speak during Public Comments.

1. Public Comment Period Rules

7. Presentations

There were 4 presentations this evening.

1) New GIS Applications by Technology Solutions staff - John Gallimore & Danny Smith - staff offered an overview of the gallery of applications for GIS and gave a brief demonstration of same.

Minutes Acceptance: Minutes of Oct 4, 2021 6:00 PM (Approval of Minutes)

2) Piedmont Triad Regional Council Regional Food System Assessment findings - Jennifer Bedrosian, Food Services Coordinator and Kana Miller (Founding member of the food council) - gave a high level overview of the Food System Assessment Findings. They feel there are lots of opportunity for increased collaboration across multiple sectors (healthcare, food bank, local farms, etc.) and partnerships and councils could potentially be available; there are none in Davie now. They have found a large portion of the food supply chain in Davie County comes from out of the region. They stated there is opportunity for innovation, and there needs to be an investment in infrastructure (specifically cold storage.) The next steps includes sharing information with community members, as well as holding listening sessions.

3) Public Library Strategic Plan - Library Director, Derrick Wold - presented the Library's Strategic Plan for next 5 years. Mr. Wold stated there were 440 surveys collected from the community, 10 year performance data was collected, and comparisons were made to other libraries of same population size. The priority focus is on literacy, increasing foot traffic, outreach, and technology.

A motion was made by Commissioner Poindexter to accept the Library Strategic Plan. Vice Chair Blakley seconded the motion. All were in favor, and the motion passed 5-0 (Renegar, Blakley, Finney, Jones, Poindexter).

4) Public Library Fine Free Policy - Library Director, Derrick Wold - presented the proposed Library's Fine Free Policy. Mr. Wold stated the current policy creates negativity. They want the policy to align with the mission by improving quality of life for the community. Mr. Wold has found through cost analysis the County loses more time and money than in what is received in revenue from the fines assessed. They want to provide better service to the community. The policy will include: fine free for 60 days, eliminating late fees, charging for lost items and damaged materials, auto renewal (item not returned right away will be renewed), and blocking accounts if books are not returned. Commissioner Jones made a motion to accept the policy. Commissioner Finney seconded the motion. All were in favor, and the motion passed 5-0 (Renegar, Blakley, Finney, Jones, Poindexter).

1. 3816 : New GIS Applications by Technology Solutions Staff
 2. 3817 : Piedmont Triad Regional Council Regional Food System Assessment Findings
 3. 3821 : Public Library Strategic Plan
 4. 3822 : Public Library Fine Free Policy
8. Consent Agenda

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

A. Approval of Minutes

1. Board of Commissioners - Regular Meeting - Sep 7, 2021 6:00 PM
2. 3829 : Closed Session Minutes - Sep 7, 2021

B. Tax Reports, Releases and Refunds

1. Releases, Refunds, and Percentage Reports

C. Appointments

1. Interim Tax Administrator - Cindy Chapman
2. Board Re-Appointment - Juvenile Crime Prevention Council - Morgan Rannow
3. Board Appointment - Partners Board of Directors - Terry Renegar
4. Board Appointment - Library Board of Trustees - Julie Dillon
5. 3835 : Board Appointment - Planning Board - Alternate Member - Andrew Backus
6. Board Appointment - Planning Board - Regular Member - Tamara Taylor
7. Board Re-Appointment - Juvenile Crime Prevention Council - Traci Crisco

D. Budget Amendments/Transfers

1. October 2021 Budget Amendments

E. Proclamations

1. Proclamation - Domestic Violence Awareness Month

F. Board Restructure

1. Restructuring and Realignment of Domestic Violence Board

G. 2022 Meeting Schedule

1. 2022 Board of Commissioners Meeting Schedule

H. Public Hearing Public Comment Rules

1. Public Hearing Public Comment Rules

9. County Manager's Report

County Manager, David Bone, offered the following report:

Minutes Acceptance: Minutes of Oct 4, 2021 6:00 PM (Approval of Minutes)

- According to the CDC website today, 24,224 residents of Davie County have received at least one dose of COVID-19 vaccine, which represents 56.5% of the population. 65% of the population over 12 years of age have received at least one vaccine.
- Immunocompromised individuals may receive a 3rd dose of Pfizer or Moderna 3rd if they meet certain criteria. Those individuals should contact their health care provider if they have questions or to schedule an appointment. Davie County HHS is also providing these third dose shots.
- The CDC has approved COVID-19 boosters of Pfizer. Individuals may now get a booster shot at HHS if it has been at least 6 months since their second Pfizer shot, and if they meet other criteria. Citizens may call Davie County Health & Human Services at 336-753-6779 if they have questions about booster shots or would like to schedule an appointment.
- Flu vaccines are also now available at Davie County Health.
- Davie County has begun a community engagement initiative to get input from the public in an effort to update the county's strategic goals and budgeting priorities. We had a terrific turnout on September 27th for our *Community Conversations* event, with 46 participants. For the next step, we have five focus group meetings scheduled for early to mid-October.
- As you are aware, Davie County will transition from Cardinal Innovations to Partners Health Management on November 1st.
- Partners is a Local Management Entity/Managed Care Organization (LME/MCO), a governmental entity which manages the county's mental health, intellectual/developmental disability and substance use services.
- A Davie County LME/MCO Realignment Committee (DCRC) has been formed to help facilitate input and feedback from subject matter experts and assist in this transition / help ensure it is as seamless as possible.
- The second meeting of the Davie County LME/MCO Realignment Committee (DCRC) will be held on Wednesday, October 6th.
- Partners Health Management is holding a series of virtual events through October for residents of Forsyth and Davie counties impacted by the Nov. 1, 2021 transition.
- More information and link to the registration for the "Welcome to Partners" event series is on the county website.
- In partnership with Davie County Health, Kintegra recently opened its Family Medicine Clinic at the Government Center Services include:

- Adult well/sick care,
- Diabetes and chronic disease management,
- Preventive care, and
- Behavioral Health counseling.

Medicaid, Medicare, private insurances and uninsured patients are welcome

The co-location of Kintegra Family Medicine within the Government Center brings increased access and continuity of care for the residents of Davie County. Davie County Health currently operates a pediatric medical clinic in the building, and the addition of Kintegra's Family Medicine practice provides a full complement of medical and behavioral health care to families in need of these services.

- The Davie County Cooperative Extension staff have a 2020 "Report to the People" [report](https://davie.ces.ncsu.edu/2021/09/2020-report-to-the-people-2/) [video](https://www.facebook.com/DavieCountyCenter/videos/309440777616906/) available online that provides highlights of the 2020 year in review. A link is on the Cooperative Extension page on the county website.

10. Old Business

There was no Old Business discussed this evening.

11. New Business

There was no New Business discussed this evening.

12. Commissioners' Comments

The Commissioners offered thanks for those attending this evening's meeting, appreciation to all County employees, and wished everyone a good evening.

13. Closed Session

Commissioner Finney made a motion at 7:33 p.m. to enter into Closed Session pursuant to NCGS 143.318.11.(a)(5), to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease. Commissioner Poindexter seconded the motion. All were in favor, and the motion passed 5-0 (Renegar, Blakley, Finney, Jones, Poindexter).

Vice Chair Blakley made a motion to exit closed session at 8:37 p.m. Commissioner Poindexter seconded the motion. All were in favor, and the motion passed 5-0 (Renegar, Blakley, Finney, Jones, Poindexter).

1. Closed Session Pursuant to 143.318.11(A)(5) to Establish, or to Instruct the Public Body's Staff or Negotiating Agents Concerning the Position to be Taken by or on Behalf of the Public Body in Negotiating (I) the Price and Other Material Terms of a Contract or Proposed Contract for the Acquisition of Real Property by Purchase, Option, Exchange, or Lease; or (Ii) the Amount of Compensation and Other Material Terms of an Employment Contract or Proposed Employment Contract. Property is Located At: Mocksville Moose Lodge, 1154 S Salisbury Street, Mocksville NC 27028. Purpose: Future Expansion of Davie County Community Park.

14. Adjourn

Vice Chair Blakley made a motion to adjourn this evening's meeting at 8:37 p.m. Commissioner Poindexter seconded the motion. All were in favor, and the motion passed 5-0 (Renegar, Blakley, Finney, Jones, Poindexter).

Minutes Acceptance: Minutes of Oct 4, 2021 6:00 PM (Approval of Minutes)



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

Agenda Item Details:

Date of Meeting: November 1, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Closed Session Minutes - 10/4/2021

BACKGROUND/PURPOSE OF REQUEST: Closed Session Minutes - 10/4/2021

FISCAL IMPACT: n/a

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:



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

Agenda Item Details:

Date of Meeting: November 1, 2021

Department: Finance

Resource Person: Cindy Chapman

ISSUE/ACTION REQUESTED:

Releases, Refunds, and Percentage Reports

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

FISCAL IMPACT: Motor vehicle NCVTS refunds \$1,367.88 Motor vehicle plated that were turned in before expiration date. Real and Personal releases \$3,008.05 EMS Releases \$5,796.71

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:

October Tax Releases Refunds and Percentage Reports

COMMISSIONER APPROVAL OF RELEASES & REFUNDS

PROCESSED: September 15, 2021 Thru October 14, 2021

PROCESSED: October 2021

REGULAR RELEASES

MOTOR VEHICLE	\$0.00
REAL & PERSONAL	\$3,008.05
EMS	\$5,796.71
TOTALS	\$8,804.76

REGULAR REFUNDS

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

COUNTY GRAND TOTAL	\$8,804.76
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NEW MOTOR VEHICLE SYSTEM REFUNDS (VTS)

MOTOR VEHICLE NCVTS	\$1,367.88
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TERRY RENEGAR
CHAIRMAN OF THE BOARD
DAVIE COUNTY BOARD OF COMMISSIONERS



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date
01/15/2024

Payee Name	Address 1	Address 3	Refund Type	Bill #	Refund Description	Refund Reason	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
BOLAND, JOEL CALEB	188 GREENFIELD RD	MOCKSVILLE, NC 27028	Proration	0056936 152	Refund Generated due to proration on Bill	Vehicle Sold	C ADVL FIREADVL16	Tax	(\$184.27) (\$9.99)	\$0.00	(\$184.27) (\$9.99)
										Refund	\$194.26
CHANDLER, JOHN JEFFERY	PO BOX 841	COOLEEMEE, NC 27014	Proration	0014793 208	Refund Generated due to proration on Bill	Vehicle Sold	C ADVL CI01ADVL FIREADVL4	Tax	(\$23.18) (\$13.19) (\$1.26)	\$0.00	(\$23.18) (\$13.19) (\$1.26)
										Refund	\$37.63
CORRELL, JODI NICKOL	119 TURRENTINE CHURCH RD	MOCKSVILLE, NC 27028	Proration	0046046 023	Refund Generated due to proration on Bill	Vehicle Sold	C ADVL CI02ADVL CI02ADVL FIREADVL12	Tax	(\$138.92) (\$54.59) \$0.00 (\$7.53)	\$0.00	(\$138.92) (\$54.59) \$0.00 (\$7.53)
										Refund	\$201.04
DENNISTON, ZACHARY TYLER	700 S SALISBURY ST	MOCKSVILLE, NC 27028	Proration	0058784 295	Refund Generated due to proration on Bill	Vehicle Sold	C ADVL FIREADVL	Tax	(\$43.42) (\$2.35)	\$0.00	(\$43.42) (\$2.35)
										Refund	\$45.77
HENDRIX, KAREN MARLOWE	622 CHILDRENS HOME RD	MOCKSVILLE, NC 27028	Proration	0059454 633	Refund Generated due to proration on Bill	Vehicle Sold	C ADVL FIREADVL7	Tax	(\$83.02) (\$4.50)	\$0.00	(\$83.02) (\$4.50)
										Refund	\$87.52
KELLER, JACKIE RAY	113 PINE VALLEY RD	MOCKSVILLE, NC 27028	Proration	0008674 298	Refund Generated due to proration on Bill	Vehicle Sold	C ADVL FIREADVL9	Tax	(\$48.32) (\$2.62)	\$0.00	(\$48.32) (\$2.62)
										Refund	\$50.94
LOGIE, DENE ELLER	198 JUNIPER CIR	ADVANCE, NC 27006	Proration	0014794 203	Refund Generated due to proration on Bill	Vehicle Sold	C ADVL CI03ADVL FIREADVL15	Tax	(\$6.48) (\$1.32) (\$0.35)	\$0.00	(\$6.48) (\$1.32) (\$0.35)
										Refund	\$8.15
MCDANIEL, ELLA LUCAS	206 ELM ST	MOCKSVILLE, NC 27028	Proration	0014795 281	Refund Generated due to proration on Bill	Vehicle Sold	C ADVL FIREADVL12	Tax	(\$27.90) (\$1.51)	\$0.00	(\$27.90) (\$1.51)
										Refund	\$29.41
MCGURN, SCOTT THOMAS	163 SCOTTSDALE DR	ADVANCE, NC 27006	Proration	0014787 242	Refund Generated due to proration on Bill	Vehicle Sold	C ADVL FIREADVL15	Tax	(\$19.08) (\$1.04)	\$0.00	(\$19.08) (\$1.04)
										Refund	\$20.12
MCMAHAN, EDNA SANSBURY	219 OAKMONT DR	ADVANCE, NC 27006	Proration	0054038 718	Refund Generated due to proration on Bill	Vehicle Sold	C ADVL ADVRUR FIREADVL1	Tax	(\$66.05) (\$2.18) (\$3.58)	\$0.00	(\$66.05) (\$2.18) (\$3.58)
										Refund	\$71.81
MORGAN, CARL ANDREW JR	512 COUNTRY LN	MOCKSVILLE, NC 27028	Proration	0050357 699	Refund Generated due to proration on Bill	Vehicle Sold	C ADVL FIREADVL12	Tax	(\$3.85) (\$0.21)	\$0.00	(\$3.85) (\$0.21)
										Refund	\$4.06
ORTIZ VILLAJOS, PEDRO JESUS	122 KNICKER LN	BERMUDA RUN, NC 27006	Proration	0048438 354	Refund Generated due to proration on Bill	Vehicle Sold	C ADVL CI03ADVL FIREADVL1	Tax	(\$10.89) (\$2.21) (\$0.59)	\$0.00	(\$10.89) (\$2.21) (\$0.59)
										Refund	\$13.69
PANCOAST, ROBERT LEWIS KENT	2387 US HIGHWAY 601 N	MOCKSVILLE, NC 27028	Proration	0046151 533	Refund Generated due to proration on Bill	Vehicle Sold	C ADVL FIREADVL10	Tax	(\$63.05) (\$3.42)	\$0.00	(\$63.05) (\$3.42)
										Refund	\$66.47
REAVIS, DENNIS LANE	343 ORCHARD PARK DR	ADVANCE, NC 27006	Proration	0051313 086	Refund Generated due to proration on Bill	Vehicle Sold	C ADVL CI03ADVL FIREADVL1	Tax	(\$79.08) (\$16.08) (\$4.29)	\$0.00	(\$79.08) (\$16.08) (\$4.29)
										Refund	\$99.45
SIMPSON, GARY PAIGE	118 WOODBERRY TRL	MOCKSVILLE, NC 27028	Proration	0039822 819	Refund Generated due to proration on Bill	Vehicle Sold	C ADVL FIREADVL5	Tax	(\$36.49) (\$1.98)	\$0.00	(\$36.49) (\$1.98)
										Refund	\$38.47
SMITH, MARK EDWARD	397 YADKIN VALLEY RD	ADVANCE, NC 27006	Proration	0014785 406	Refund Generated due to proration on Bill	Vehicle Sold	C ADVL FIREADVL15	Tax	(\$63.52) (\$3.45)	\$0.00	(\$63.52) (\$3.45)
										Refund	\$66.97



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date

SMITH, MELISSA ANN	397 YADKIN VALLEY RD	ADVANCE, NC 27006	Proration	0045594 957	Refund Generated due to proration on	Vehicle Sold	C ADVL FIREADVL15	Tax	(\$122.18)	\$0.00	(\$122.18)
									(\$6.62)	\$0.00	(\$6.62)
										Refund	\$128.80
SNYDER, JAMES KEITH	128 COVENANT COVE DR	MOCKSVILLE, NC 27028	Adjustment < \$100	0030001 897	Refund Generated due to adjustment on Bill #003000189 7-2020-00000000	SLVG or RBLT TTL	C ADVL	Tax	(\$3.21)	\$0.00	(\$3.21)
							CI02ADVL	Tax	(\$1.26)	\$0.00	(\$1.26)
							CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
							FIREADVL12	Tax	(\$0.17)	\$0.00	(\$0.17)
										Refund	\$4.64
STATON, JAMES IVAN	114 HARNESS LN	MOCKSVILLE, NC 27028	Proration	0025084 011	Refund Generated due to proration on	Vehicle Sold	C ADVL	Tax	(\$72.03)	\$0.00	(\$72.03)
							FIREADVL10	Tax	(\$3.91)	\$0.00	(\$3.91)
										Refund	\$75.94
VAUGHAN, RICHARD WADE JR	466 RAINBOW ROAD	ADVANCE, NC 27006	Proration	0033928 898	Refund Generated due to proration on	Vehicle Sold	C ADVL	Tax	(\$60.45)	\$0.00	(\$60.45)
							FIREADVL15	Tax	(\$3.27)	\$0.00	(\$3.27)
										Refund	\$63.72
VERGASON, MICHAEL TROY	192 HOBSON DR	MOCKSVILLE, NC 27028	Proration	0009494 722	Refund Generated due to proration on Bill	Tag Surrender	C ADVL	Tax	(\$0.92)	\$0.00	(\$0.92)
							FIREADVL10	Tax	(\$0.05)	\$0.00	(\$0.05)
										Refund	\$0.97
WILLAUER, MICHELLE SHOWALTER	3324 NC HIGHWAY 801 S	ADVANCE, NC 27006	Proration	0060965 536	Refund Generated due to proration on	Vehicle Sold	C ADVL	Tax	(\$55.06)	\$0.00	(\$55.06)
							FIREADVL	Tax	(\$2.99)	\$0.00	(\$2.99)
										Refund	\$58.05
										Refund Total	\$1367.88

Attachment: October Tax Releases Refunds and Percentage Reports (Tax Reports)

PARAMETERS SELECTED FOR RELEASES REPORT:

TRANSACTION DATE/TIME RANGE: 09/15/2021 - 10/14/2021

PAYMENT DATE RANGE:

BILL TYPE: Motor Vehicle

BILL YEAR/NUMBER RANGE:

PRINT TOTALS ONLY: No

USER/OPERATOR:

EXCLUDE USERS/OPERATORS: ,R2

SORT ORDER: Name

REPORT TITLE: VEHICLE RELEASE REPORT 9-15-
2021-10-14-2021

DISTRICT/TYPE/FEE:

BATCH MONTH RANGE:

BATCH YEAR RANGE:

BATCH REAL TIME:

INCLUDE ONLY THOSE WITH RELEASE NUMBERS: No

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

PARAMETERS SELECTED FOR RELEASES REPORT:

TRANSACTION DATE/TIME RANGE: 09/15/2021 - 10/14/2021

PAYMENT DATE RANGE:

BILL TYPE: Regular

BILL YEAR/NUMBER RANGE:

PRINT TOTALS ONLY: No

USER/OPERATOR:

EXCLUDE USERS/OPERATORS: ,R2

SORT ORDER: Name

REPORT TITLE: REGULAR RELEASE REPORT 9-15-
2021-10-14-2021

DISTRICT/TYPE/FEE:

BATCH MONTH RANGE:

BATCH YEAR RANGE:

BATCH REAL TIME:

INCLUDE ONLY THOSE WITH RELEASE NUMBERS: No

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
82519831 ALLISON KENNETH L	2021-620	DY:ORP:H30000003298	rhursey	10/4/2021 2:13:14 PM		
				C ADVLTAX	22,880.00	167.1
				FR02ADVL TAX	22,880.00	9.1
				TOTAL RELEASES:		176.2
THIS BILL TO BE RELEASED COMPLETELY AND NEW BILL FOR THE CORRECT ACREAGE OF 3.461 AC. INCORRECT ACREAGE OF 3.378 AC AFTER SPLIT FOR KENNETH L ALLISON JR. THAT SPLIT WAS FOR .6890 AC INSTEAD OF .770 AC.						
8313277 ALLISON KENNETH L JR	2021-532	DY:ORP:H30000003293	rhursey	10/4/2021 1:56:14 PM		
				C ADVLTAX	0.00	5.1
				FR02ADVL TAX	0.00	0.1
				TOTAL RELEASES:		5.2
THE ACREAGE FOR THIS PARCEL WAS BILLED INCORRECTLY AS .770 AC. THE ACREAGE SHOULD BE .6890 AC. THE TAX CARD HAS BEEN CORRECTED AND A RELEASE OF VALUE ON THIS BILL.						
8315963 AUSTIN JAMES	2021-33074	DY: RP:	RRiel	10/5/2021 10:46:18 AM		
				C EMS GARN FEE	0.00	60.0
				C-EMS DELQ FEE	0.00	479.1
				TOTAL RELEASES:		539.1
INSURANCE PAID						
8310265 CRAWFORD TAMMY LYNN	2021-6288	DY: PERSONAL PROPERTY	krafie	9/27/2021 11:17:12 AM		
				FR01ADVL TAX	8,288.00	3.1
				C PEN FEE	8,288.00	6.0
				C ADVLTAX	8,288.00	60.7
				FIREADVRURALT AX	8,288.00	2.0
				FIREADVRURALP ENFEE	8,288.00	0.2
				FR01PEN FEE	8,288.00	0.1
				TOTAL RELEASES:		72.1
MOBILE HOME IS LISTED ON REAL PROPERTY, PARCEL 19-14.02						
8316333 DULIN JERRY	2021-33097	DY: RP:	EMS1	10/12/2021 11:39:19 AM		
				C EMS GARN FEE	0.00	60.0
				C-EMS DELQ FEE	0.00	1,152.6
				TOTAL RELEASES:		1,212.6
NO LONGER EMPLOYED 8/7/21						
8316333 DULIN JERRY	2021-33098	DY: RP:	EMS1	10/12/2021 11:40:02 AM		
				C-EMS DELQ FEE	0.00	1,145.7
				TOTAL RELEASES:		1,145.7
NO LONGER EMPLOYED 8/7/21						
8306650 FINK RONALD P	2021-8757	DY:ORP:L60000000501	rhursey	10/1/2021 10:23:28 AM		
				C ADVLTAX	15,710.00	115.1

Attachment: October Tax Releases Refunds and Percentage Reports (Tax Reports)

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
		THIS BILL IS BEING RELEASED AND REBILLED WITH THE CORRECT ACREAGE OF 3.92 AC		FR10ADVL TAX	15,710.00	6.1
				TOTAL RELEASES:		121.4
82530375	2021-205531	DY:21RP:M4130A0021	Heather B	10/4/2021 8:23:37 AM		
HOPE HOMES OF DAVIE COUNTY INC				CI01NUI SFEE	0.00	225.0
				TOTAL RELEASES:		225.0
82530375	2021-205532	DY:21RP:M4130A0018	Heather B	10/4/2021 8:23:55 AM		
HOPE HOMES OF DAVIE COUNTY INC				CI01NUI SFEE	0.00	225.0
				TOTAL RELEASES:		225.0
8316122	2021-33089	DY: RP:	BRANDIP	9/29/2021 10:22:01 AM		
LEVITRE ANDREW				C EMS GARN FEE	0.00	60.0
				C-EMS DELQ FEE	0.00	845.0
				TOTAL RELEASES:		905.0
8312529	2021-205490	DY:21 PERSONAL PROPERTY	lpotts	10/1/2021 11:55:08 AM		
MICKEY MONICA				FR02ADVL TAX	2,031.00	0.8
				FR02PEN FEE	2,031.00	0.0
				C PEN FEE	2,031.00	1.4
				C ADVL TAX	2,031.00	14.8
				TOTAL RELEASES:		17.0
8306782	2021-19589	DY: PERSONAL PROPERTY	krafie	10/14/2021 1:51:33 PM		
PEREZ LYDIA ESTHER				FR16ADVL TAX	7,252.00	2.9
				C ADVL TAX	7,252.00	53.1
				FR16PEN FEE	7,252.00	0.2
				C PEN FEE	7,252.00	5.3
				TOTAL RELEASES:		61.5
82523891	2021-20548	DY:0RP:E900000462	TELLER	9/17/2021 2:19:29 PM		
QUEEN ALLEN BRYAN				C ADVL TAX	103,160.00	756.1
				FR15ADVL TAX	103,160.00	41.2
				TOTAL RELEASES:		797.4
8316336	2021-33101	DY: RP:	Heather B	10/4/2021 9:55:07 AM		
RANKIN-PELOTE STEPHANIE				C-EMS DELQ FEE	0.00	633.1
				C EMS GARN FEE	0.00	60.0
				TOTAL RELEASES:		693.1
		PAID THROUGH EMSMC				

Attachment: October Tax Releases Refunds and Percentage Reports (Tax Reports)

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
8316337 REID DEMARIO	2021-33102	DY: RP:	RRiel	10/4/2021 1:38:33 PM		
				C EMS GARN FEE	0.00	60.0
				C-EMS DELQ FEE	0.00	111.0
				TOTAL RELEASES:		171.0
8313496 RIDDLE DONNA MARIE	2021-21142	TERMINATED 7-31-21 DY:0RP:D70000002405	Heather B	9/23/2021 10:40:09 AM		
				C ADVLTAX	55,870.00	409.4
				FR15ADVL TAX	55,870.00	22.1
				TOTAL RELEASES:		431.5
75424000 VOGLER TRUCKING INC	2021-26335	MOBILE HOME WAS BROTHERS DY: PERSONAL PROPERTY	krafie	9/24/2021 9:45:19 AM		
				FIREADVRURALT AX	91,815.00	22.1
				FR01ADVL TAX	91,815.00	36.1
				C ADVLTAX	91,815.00	673.0
				TOTAL RELEASES:		732.1
8316343 WARNER CAMERON	2020-33073	SOLD BUSINESS IN 2020. DISSOLVED WITH THE SECRETARY OF STATE. DY: RP:	Heather B	10/4/2021 4:11:15 PM		
				C EMS GARN FEE	0.00	60.0
				C-EMS DELQ FEE	0.00	575.2
				TOTAL RELEASES:		635.2
8316526 WILLIAMS CHARLES BENJAMIN JR	2021-205545	TERMINATED 6/16/2021 DY:21 PERSONAL PROPERTY	lpotts	10/8/2021 12:11:05 PM		
				C ADVLTAX	7,252.00	53.1
				CI02PEN FEE	7,252.00	2.1
				FR12PEN FEE	7,252.00	0.2
				CI02ADVL TAX	7,252.00	21.0
				C PEN FEE	7,252.00	5.3
				FR12ADVL TAX	7,252.00	2.9
				TOTAL RELEASES:		84.6
8308362 WILLIAMS MISTY	2020-33074	MOBILE IS IN DAVIDSON COUNTY AND TAXES ARE PAID IN DAVIDSON COUNTY. DY: RP:	Heather B	10/6/2021 9:20:13 AM		
				C-EMS DELQ FEE	0.00	433.5
				C EMS GARN FEE	0.00	60.0
				TOTAL RELEASES:		493.5
8314157 WOOD GRANT JAMES	2021-8180	QUIT ON SEPT 14 2021 DY:0RP:D7000000179	rhursey	9/20/2021 9:57:37 AM		
				FR15ADVL TAX	7,250.00	2.9

Attachment: October Tax Releases Refunds and Percentage Reports (Tax Reports)

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
				C ADVLTAX	7,250.00	53.1
				TOTAL RELEASES:		56.1
MR WOOD PURCHASED LOT 13 FROM TONY ELDRETH IN SEPTEMBER OF 2020. IN ERROR, LOT 14 WAS TRANSFERRED WITH LOT 13. THIS RELEASE IS FOR THE VALUE OF LOT 14. A DISCOVERY BILL WILL BE CREATED FOR TONY ELDRETH FOR LOT 14						
NET RELEASES PRINTED:	8,804.76					
TOTAL TAXES RELEASED						8,804.7

Attachment: October Tax Releases Refunds and Percentage Reports (Tax Reports)

C ADULTAX - 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
2021	2021	204,870	116,638	321,508	1,507.26	854.96	0	0.00	321,508	2,362.22
DIST TOTAL		204,870	116,638	321,508	1,507.26	854.96	0	0.00	321,508	2,362.22

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
2021	2021	0	24,823	24,823	0.00	18.21	0	0.00	24,823	18.21
DIST TOTAL		0	24,823	24,823	0.00	18.21	0	0.00	24,823	18.21

C EMS GARN FEE - C EMS GARN FEE

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2020	2020	0	0	0	0.00	120.00	0	0.00	0	120.00
2021	2021	0	0	0	0.00	300.00	0	0.00	0	300.00
DIST TOTAL		0	0	0	0.00	420.00	0	0.00	0	420.00

C-EMS DELQ FEE - C-EMS DELQ FEE

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2020	2020	0	0	0	0.00	1,008.81	0	0.00	0	1,008.81
2021	2021	0	0	0	0.00	4,367.90	0	0.00	0	4,367.90
DIST TOTAL		0	0	0	0.00	5,376.71	0	0.00	0	5,376.71

CI01NUISFEE - CI01NUISFEE

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	450.00	0.00	0	0.00	0	450.00
DIST TOTAL		0	0	0	450.00	0.00	0	0.00	0	450.00

CI02ADULTAX - 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	2021	0	7,252	7,252	0.00	21.03	0	0.00	7,252	21.03
DIST TOTAL		0	7,252	7,252	0.00	21.03	0	0.00	7,252	21.03

CI02PEN FEE - CI02PEN FEE

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2021	2021	0	7,252	7,252	0.00	2.10	0	0.00	7,252	2.10
DIST TOTAL		0	7,252	7,252	0.00	2.10	0	0.00	7,252	2.10

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
2021	2021	0	8,288	8,288	0.00	0.20	0	0.00	8,288	0.20
DIST TOTAL		0	8,288	8,288	0.00	0.20	0	0.00	8,288	0.20

FIREADVRURALTAX - FIRE ADV RURAL TAX

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2021	2021	0	100,103	100,103	0.00	24.40	0	0.00	100,103	24.40
DIST TOTAL		0	100,103	100,103	0.00	24.40	0	0.00	100,103	24.40

Attachment: October Tax Releases Refunds and Percentage Reports (Tax Reports)

FR01ADVL TAX - FIREADVL1

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2021	2021	0	100,103	100,103	0.00	40.05	0	0.00	100,103	40.05
DIST TOTAL		0	100,103	100,103	0.00	40.05	0	0.00	100,103	40.05

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
2021	2021	0	8,288	8,288	0.00	0.33	0	0.00	8,288	0.33
DIST TOTAL		0	8,288	8,288	0.00	0.33	0	0.00	8,288	0.33

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	22,880	2,031	24,911	9.45	0.81	0	0.00	24,911	10.26
DIST TOTAL		22,880	2,031	24,911	9.45	0.81	0	0.00	24,911	10.26

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	2,031	2,031	0.00	0.08	0	0.00	2,031	0.08
DIST TOTAL		0	2,031	2,031	0.00	0.08	0	0.00	2,031	0.08

FR10ADVL TAX - FIREADVL10

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2021	2021	15,710	0	15,710	6.28	0.00	0	0.00	15,710	6.28
DIST TOTAL		15,710	0	15,710	6.28	0.00	0	0.00	15,710	6.28

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	2021	0	7,252	7,252	0.00	2.90	0	0.00	7,252	2.90
DIST TOTAL		0	7,252	7,252	0.00	2.90	0	0.00	7,252	2.90

FR12PEN FEE - FIREPEN FEE12

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2021	2021	0	7,252	7,252	0.00	0.29	0	0.00	7,252	0.29
DIST TOTAL		0	7,252	7,252	0.00	0.29	0	0.00	7,252	0.29

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	166,280	0	166,280	66.51	0.00	0	0.00	166,280	66.51
DIST TOTAL		166,280	0	166,280	66.51	0.00	0	0.00	166,280	66.51

FR16ADVL TAX - FIREADVL16

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2021	2021	0	7,252	7,252	0.00	2.90	0	0.00	7,252	2.90
DIST TOTAL		0	7,252	7,252	0.00	2.90	0	0.00	7,252	2.90

Attachment: October Tax Releases Refunds and Percentage Reports (Tax Reports)

FR16PEN FEE - FIREPEN FEE16

TAX YEAR	RATE YEAR	REAL VALUE RELEASED	PERS VALUE RELEASED	TOTAL VALUE RELEASED	REAL TAX RELEASED	PERS TAX RELEASED	MV VALUE RELEASED	MV TAXES RELEASED	TOTAL VALUE RELEASED	TOTAL TAXES RELEASED
2021	2021	0	7,252	7,252	0.00	0.29	0	0.00	7,252	0.29
DIST TOTAL		0	7,252	7,252	0.00	0.29	0	0.00	7,252	0.29
GRAND TOTALS:		409,740	405,817	815,557	2,039.50	6,765.26	0	0.00	815,557	8,804.76

Attachment: October Tax Releases Refunds and Percentage Reports (Tax Reports)

RUN DATE: 10/15/2021 9:55 AM

DAVIE COUNTY REFUND REPORT
VEHICLE REFUND REPORT 9-15-2021-10-14-2021

PARAMETERS SELECTED FOR ACTIVITY REFUND REPORT:

TRANSACTION DATE RANGE: 09/15/2021 12:00:00 AM - 10/14/2021 12:00:00 AM

PAYMENT DATE RANGE:

USER/OPERATOR: ,R2

TAX DISTRICT(S):

BILL YEAR RANGE:

BILL# RANGE:

BILL TYPE: Motor Vehicle

SORT BY: Name

RELEASE NUMBER ONLY: No

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

RUN DATE: 10/15/2021 9:55 AM

DAVIE COUNTY REFUND REPORT
VEHICLE REFUND REPORT 9-15-2021-10-14-2021

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

Attachment: October Tax Releases Refunds and Percentage Reports (Tax Reports)

RUN DATE: 10/15/2021 9:55 AM

DAVIE COUNTY REFUND REPORT
VEHICLE REFUND REPORT 9-15-2021-10-14-2021

VOIDED REFUND AMOUNTS OF REFUNDS NOT IN 9/15/2021 - 10/14/2021

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

Attachment: October Tax Releases Refunds and Percentage Reports (Tax Reports)

RUN DATE: 10/15/2021 9:54 AM

DAVIE COUNTY REFUND REPORT
REGULAR REFUND REPORT 9-15-2021-10-14-2021

PARAMETERS SELECTED FOR ACTIVITY REFUND REPORT:

TRANSACTION DATE RANGE: 09/15/2021 12:00:00 AM - 10/14/2021 12:00:00 AM

PAYMENT DATE RANGE:

USER/OPERATOR: ,R2

TAX DISTRICT(S):

BILL YEAR RANGE:

BILL# RANGE:

BILL TYPE: Regular

SORT BY: Name

RELEASE NUMBER ONLY:No

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

RUN DATE: 10/15/2021 9:54 AM

DAVIE COUNTY REFUND REPORT
REGULAR REFUND REPORT 9-15-2021-10-14-2021

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

Attachment: October Tax Releases Refunds and Percentage Reports (Tax Reports)

RUN DATE: 10/15/2021 9:54 AM

DAVIE COUNTY REFUND REPORT
REGULAR REFUND REPORT 9-15-2021-10-14-2021

VOIDED REFUND AMOUNTS OF REFUNDS NOT IN 9/15/2021 - 10/14/2021

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

OUTSTANDING

Sep-21

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	\$18,905.27	\$0.00	\$0.00	\$1,304.21	\$0.00	\$20,209.48
2012	\$23,983.70	\$0.00	\$0.00	\$1,654.04	\$0.00	\$25,637.74
2013	\$13,478.99	\$0.00	\$0.00	\$908.79	\$0.00	\$14,387.78
2014	\$14.20	\$0.00	\$0.00	\$0.92	\$0.00	\$15.12
2015	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$114.52	\$0.00	\$0.00	\$6.30	\$0.00	\$120.82
2018	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	\$226.83	\$0.00	\$0.00	\$12.38	\$0.00	\$239.21
	\$225,376.08	\$0.00	\$0.00	\$15,420.86	\$0.00	

COLLECTED THIS MONTH

YEAR	COUNTY	FIRE	CO. RELEASED	FIRE RELEASED	TOTAL
2000		\$0.00	\$0.00	\$0.00	\$0.00
2001		\$0.00	\$0.00	\$0.00	\$0.00
2002		\$0.00	\$0.00	\$0.00	\$0.00
2003		\$0.00	\$0.00	\$0.00	\$0.00
2004		\$0.00	\$0.00	\$0.00	\$0.00
2005		\$0.00	\$0.00	\$0.00	\$0.00
2006		\$0.00	\$0.00	\$0.00	\$0.00
2007		\$0.00	\$0.00	\$0.00	\$0.00
2008		\$0.00	\$0.00	\$0.00	\$0.00
2009		\$28.94	\$2.00	\$0.00	\$30.94
2010		\$0.00	\$0.00	\$0.00	\$0.00
2011		\$0.00	\$0.00	\$0.00	\$0.00
2012		\$21.00	\$1.45	\$0.00	\$22.45
2013		\$47.56	\$3.28	\$0.00	\$50.84
2014		\$0.00	\$0.00	\$0.00	\$0.00
2015		\$0.00	\$0.00	\$0.00	\$0.00
2016		\$0.00	\$0.00	\$0.00	\$0.00
2017		\$0.00	\$0.00	\$0.00	\$0.00
2018		\$0.00	\$0.00	\$0.00	\$0.00
2019		\$0.00	\$0.00	\$0.00	\$0.00

DAVIE COUNTY NORTH CAROLINA

Davie County Government
Tax Administration Office 336.753.6120

Cindy Chapman
Tax Administrator

TO THE BOARD OF COUNTY COMMISSIONERS

COUNTY & FIRE PERCENTAGE REPORT -VEHICLE

SEPT-2021

YEAR	LEVY	OUTSTANDING	PREV CTD	CTD**	BAL COLUMN	CTM*	Current	Last Year
2000	1,815,317.79	17,151.08	1,798,166.71	1,798,166.71	1,815,317.79	\$0.00	99.05%	99.05%
2001	1,769,944.64	14,105.62	1,755,839.02	1,755,839.02	1,769,944.64	\$0.00	99.20%	99.20%
2002	1,828,368.52	14,352.27	1,814,016.25	1,814,016.25	1,828,368.52	\$0.00	99.21%	99.21%
2003	1,861,071.16	12,325.69	1,848,745.47	1,848,745.47	1,861,071.16	\$0.00	99.34%	99.34%
2004	1,947,892.07	14,522.99	1,933,369.08	1,933,369.08	1,947,892.07	\$0.00	99.25%	99.25%
2005	2,315,348.72	15,613.69	2,299,735.03	2,299,735.03	2,315,348.72	\$0.00	99.32%	99.32%
2006	2,269,233.08	20,611.19	2,248,621.89	2,248,621.89	2,269,233.08	\$0.00	99.09%	99.09%
2007	2,414,186.78	22,571.18	2,391,615.60	2,391,615.60	2,414,186.78	\$0.00	99.06%	99.06%
2008	2,343,382.45	16,764.21	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	2,076,105.60	2,076,136.54	2,090,890.55	\$30.94	99.29%	99.29%
2010	1,990,292.16	17,414.86	1,972,877.30	1,972,877.30	1,990,292.16	\$0.00	99.13%	99.13%
2011	2,095,818.11	20,209.48	2,075,608.63	2,075,608.63	2,095,818.11	\$0.00	99.03%	99.03%
2012	2,199,886.44	25,637.74	2,174,226.25	2,174,248.70	2,199,886.44	\$22.45	98.81%	98.81%
2013	1,324,560.98	14,387.78	1,310,122.36	1,310,173.20	1,324,560.98	\$50.84	98.90%	98.90%
2014	681.30	15.12	666.18	666.18	681.30	\$0.00	97.78%	97.78%
2015	752.57	\$0.00	752.57	752.57	752.57	\$0.00	100.00%	100.00%
2016	1136.10	\$0.00	1136.10	1,136.10	1,136.10	\$0.00	100.00%	100.00%
2017	3538.30	\$120.82	3417.48	3,417.48	3,538.30	\$0.00	96.59%	96.59%
2018	723.91	\$0.00	723.91	723.91	723.91	\$0.00	65.26%	65.26%
2019	524.62	\$239.21	285.41	285.41	524.62	\$0.00	54.40%	54.40%

BEGINNING JULY 1, 2021

	PREV CTD	CTM*	CTD**
MOCKSVILLE	319.75	0.00	319.75
COOLEEMEE	59.48	0.00	59.48
BERMUDA RUN	0.00	0.00	0.00
FIRE	539.81	12.67	552.48
COUNTY GROSS RECEIPTS	6,233.99	379.44	6,613.43

*CTM - COLLECTED THIS MONTH

**CTD - COLLECTED TO DATE

I, Cindy Chapman, do hereby certify that the foregoing is a true and correct statement

Cindy Chapman

Prepared by Heather Brunick

10/18/2021

PERCENTAGE REPORT WORKSHEET - REGULAR
September-2021

10.B.1.a

OUTSTANDING

YEAR	COUNTY	DOG	PENALTY	FIRE	PENALTY	TOTAL
1997	3,253.39	\$6.00	\$163.25	\$236.06	\$12.12	\$3,670.82
1998	3,464.52	\$0.00	\$192.31	\$250.43	\$14.03	\$3,921.29
1999	4,081.50	\$2.00	\$225.72	\$276.76	\$15.29	\$4,601.27
2000	5,028.43	\$5.00	\$274.34	\$340.90	\$18.57	\$5,667.24
2001	5,388.68	\$3.00	\$324.20	\$391.90	\$23.62	\$6,131.40
2002	5,705.21	\$0.00	\$338.01	\$414.93	\$24.57	\$6,482.72
2003	3,175.67	\$2.00	\$154.82	\$230.94	\$11.23	\$3,574.66
2004	3,394.67	\$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	9,533.99	\$3.00	\$449.66	\$615.09	\$29.00	\$10,630.74
2008	14,312.44	\$5.00	\$566.53	\$923.40	\$36.56	\$15,843.93
2009	19,296.01	\$6.00	\$633.87	\$1,330.64	\$43.68	\$21,310.20
2010	17,635.74	\$8.00	\$693.77	\$1,216.28	\$47.92	\$19,601.71
2011	15,776.47	\$6.00	\$1,249.17	\$1,088.10	\$86.20	\$18,205.94
2012	12,618.15	\$7.00	\$698.43	\$870.31	\$48.18	\$14,242.07
2013	14,670.10	\$16.00	\$505.19	\$940.96	\$32.08	\$16,164.33
2014	22,344.61	\$13.00	\$725.08	\$1,445.64	\$47.05	\$24,575.38
2015	34,810.88	\$16.00	\$1,177.62	\$1,921.49	\$67.31	\$37,993.30
2016	46,309.20	\$26.00	\$1,632.35	\$2,547.37	\$90.64	\$50,605.56
2017	61,244.13	\$19.00	\$934.69	\$3,365.48	\$51.37	\$65,614.67
2018	105,439.55	\$21.36	\$1,531.97	\$5,723.14	\$83.27	\$112,799.29
2019	192,380.03	\$38.00	\$2,153.44	\$10,543.66	\$116.84	\$205,231.97
2020	368,850.17	\$68.00	\$3,820.21	\$19,992.85	\$207.22	\$392,938.45
2021	26,646,229.77	\$0.00	\$29,515.98	\$1,454,073.14	\$1,610.76	\$28,131,429.65
	\$27,627,999.20	\$274.36	\$48,754.74	\$1,509,845.22	\$2,771.37	

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	\$93.94	\$6.06	\$0.00	\$0.00	\$100.00
2008	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$748.14	\$51.60	\$0.00	\$0.00	\$799.74
2010	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$101.05	\$5.56	\$0.00	\$0.00	\$106.61
2016	\$716.06	\$39.33	\$0.00	\$0.00	\$755.39
2017	\$1,755.58	\$96.52	\$0.00	\$0.00	\$1,852.10
2018	\$8,954.66	\$485.35	\$0.00	\$0.00	\$9,440.01
2019	\$6,060.92	\$328.36	\$58.87	\$3.19	\$6,451.34
2020	\$19,037.65	\$1,031.78	\$58.87	\$3.19	\$20,131.49
2021	\$2,791,021.70	\$152,298.38	\$5,962.32	\$325.38	\$2,949,607.78
	\$2,828,489.70	\$154,342.94	\$6,080.06	\$331.76	

Attachment: October Tax Releases Refunds and Percentage Reports (Tax Reports)



Davie County Government
Tax Administration Office 336.753.6120

Cindy Chapman
Tax Administrator

TO THE BOARD OF COUNTY COMMISSIONERS

COUNTY & FIRE PERCENTAGE REPORT -REGULAR

September 2021

YEAR	LEVY	OUTSTANDING	PREV CTD	CTD**	BAL COLUMN	CTM*	Current	Last Year
1997	9,182,177.76	3,670.82	9,178,506.94	9,178,506.94	9,182,177.76	0.00	99.96%	99.96%
1998	9,676,549.82	3,921.29	9,672,628.53	9,672,628.53	9,676,549.82	0.00	99.96%	99.96%
1999	10,714,024.31	4,601.27	10,709,423.04	10,709,423.04	10,714,024.31	0.00	99.96%	99.96%
2000	11,394,578.09	5,667.24	11,388,910.85	11,388,910.85	11,394,578.09	0.00	99.95%	99.95%
2001	14,870,075.37	6,131.40	14,863,943.97	14,863,943.97	14,870,075.37	0.00	99.96%	99.96%
2002	15,308,340.96	6,482.72	15,301,858.17	15,301,858.17	15,308,340.89	0.00	99.96%	99.96%
2003	15,711,196.51	3,574.66	15,707,621.85	15,707,621.85	15,711,196.51	0.00	99.98%	99.98%
2004	16,575,522.54	3,871.86	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	10,630.74	22,850,038.29	22,850,138.29	22,860,769.03	100.00	99.95%	99.95%
2008	23,674,851.42	15,843.93	23,659,007.49	23,659,007.49	23,674,851.42	0.00	99.93%	99.93%
2009	24,499,410.22	21,310.20	24,477,300.28	24,478,100.02	24,499,410.22	799.74	99.91%	99.91%
2010	24,492,482.11	19,601.71	24,472,880.40	24,472,880.40	24,492,482.11	0.00	99.92%	99.91%
2011	24,608,113.19	18,205.94	24,589,907.25	24,589,907.25	24,608,113.19	0.00	99.93%	99.92%
2012	24,662,870.11	14,242.07	24,648,628.04	24,648,628.04	24,662,870.11	0.00	99.94%	99.94%
2013	25,000,753.62	16,164.33	24,984,589.29	24,984,589.29	25,000,753.62	0.00	99.94%	99.91%
2014	25,068,851.69	24,575.38	25,044,276.31	25,044,276.31	25,068,851.69	0.00	99.90%	99.86%
2015	30,401,936.81	37,993.30	30,363,836.90	30,363,943.51	30,401,936.81	106.61	99.88%	99.83%
2016	31,761,538.87	50,605.56	31,710,177.92	31,710,933.31	31,761,538.87	755.39	99.84%	99.77%
2017	32,241,025.56	65,614.67	32,173,558.79	32,175,410.89	32,241,025.56	1,852.10	99.80%	99.69%
2018	32,769,649.45	112,799.29	32,647,410.15	32,656,850.16	32,769,649.45	9,440.01	99.66%	99.45%
2019	34,542,782.18	205,231.97	34,331,098.87	34,337,550.21	34,542,782.18	6,451.34	99.41%	98.80%
2020	34,180,368.82	392,938.45	33,767,298.88	33,787,430.37	34,180,368.82	20,131.49	98.85%	16.12%
2021	36,329,814.69	\$28,131,429.65	\$5,248,777.26	8,198,385.04	36,329,814.69	2,949,607.78	22.57%	0.00%

BEGINNING JULY 1, 2021

	PREV CTD	CTM*	CTD**
MOCKSVILLE	1,126,566.34	126,312.23	1,252,878.57
COOLEEMEE	285,167.29	10,829.42	295,996.71
COOL SOLID WASTE	135,392.19	4,173.31	139,565.50
BERMUDA RUN	1,789,436.68	52,139.95	1,789,436.68
BERMUDA RUN GATE	994,746.19	34,929.58	994,746.19
COUNTY OCCUPANCY TAX	285,725.28	14,887.30	300,612.58

*CTM - COLLECTED THIS MONTH

**CTD - COLLECTED TO DATE

I, Cindy Chapman, do hereby certify that the foregoing is a true and correct statement

Prepared by Heather Brunick

10/18/2021



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

Agenda Item Details:

Date of Meeting: November 1, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Juvenile Crime Prevention Council - Re-Appointment - JD Hartman

BACKGROUND/PURPOSE OF REQUEST: Juvenile Crime Prevention Council - Re-appointment - JD Hartman

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: November 1, 2021

Department: Finance

Resource Person: Cindy Chapman

ISSUE/ACTION REQUESTED:

Budget Amendments for November 2021 Board of Commissioners Meeting

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

EMS 5	\$ 3,208	Allocate insurance settlement for EMS 6 ambulance
DCSOA5	\$100,000	Carry forward funds to cover Sheriff overtime
EMS 6	\$ 625	Accept United Way funds for Buckle Up Davie
HR 1	\$ 2,500	Allocate additional apparel revenue for apparel purchases
PM 32	\$ 10,374	Move Park project funds to General fund for flag pole project
FIN 9	\$234,325	Allocate Mental Health - Maintenance of Effort funds

FISCAL IMPACT: \$351,032

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:

BUDGET AMENDMENTS FOR NOVEMBER 1 2021



Finance Department

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

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10.D.1.a

BUDGET AMENDMENTS FOR NOVEMBER 1, 2021

10/27/2021 08:25 cschapman			COUNTY OF DAVIE BUDGET AMENDMENTS JOURNAL ENTRY PROOF							P 1 bgamdent	
LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT LINE DESCRIPTION	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	04	40011	10/06/2021	EMS 5	BUA EMS 5	1	2				
1	41910 010 -4100-1910-001-001-490012-	490012		GENERAL GOVERNMENT REVENUE	INSURANCE SETTLEMENT	EMS 6 - move \$ to Exp Acct		-474.00 10/06/2021	-3,208.00	-3,682.00	
2	52510 010 -5200-2510-001-001-550170-	550170		EMERGENCY MEDICAL SERVICES	VEHICLE MAINTENANCE	EMS 6 - move \$ to Exp Acct		65,000.00 10/06/2021	3,208.00	68,208.00	
** JOURNAL TOTAL									0.00		
YEAR-PER JOURNAL		EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND					
2022	04	40012	10/06/2021		BUA DCSOAS	1	2				
1	41910 010 -4100-1910-001-001-490016-	490016		GENERAL GOVERNMENT REVENUE	FUND BALANCE APPROPRIATED	Carry Fwd TO COVER OVERTIME		-3,828,581.59 10/06/2021	-100,000.00	-3,928,581.59	
2	52110 010 -5200-2110-001-001-510060-	510060		SHERIFF'S DEPARTMENT	OVERTIME	Carry Fwd TO COVER OVERTIME		73,479.00 10/06/2021	100,000.00	173,479.00	
** JOURNAL TOTAL									0.00		
YEAR-PER JOURNAL		EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND					
2022	04	40043	10/13/2021	EMS 6	BUA EMS 6	1	2				
1	42510 010 -4200-2510-001-001-480047-	480047		EMERGENCY MEDICAL SERVICES	UNITED WAY	Buckle Up Davie Deposit		.00 10/13/2021	-625.00	-625.00	
2	52510 010 -5200-2510-001-001-530600-	530600		EMERGENCY MEDICAL SERVICES	BUCKLE UP DAVIE EXPENSES	Buckle Up Davie Deposit		1,461.00 10/13/2021	625.00	2,086.00	
** JOURNAL TOTAL									0.00		
YEAR-PER JOURNAL		EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND					
2022	04	40050	10/14/2021	HR1	BUA HR1	1	2				
1	41510 010 -4100-1510-001-001-440081-	440081		HUMAN RESOURCES	DAVIE COUNTY APPAREL SALES	increased apparel sales		-750.00 10/14/2021	-2,500.00	-3,250.00	
2	51510 010 -5100-1510-001-001-540081-	540081		HUMAN RESOURCES	APPAREL PURCHASES	increased apparel sales		750.00 10/14/2021	2,500.00	3,250.00	
** JOURNAL TOTAL									0.00		
YEAR-PER JOURNAL		EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND					
2022	04	40058	10/18/2021	PM32	FLAG POLE	BUA PM32	1	2			

Attachment: BUDGET AMENDMENTS FOR NOVEMBER 1 2021 (November Budget Amendments)



Finance Department

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10.D.1.a

BUDGET AMENDMENTS FOR NOVEMBER 1, 2021

10/27/2021 08:25 | COUNTY OF DAVIE | P 2
cschapman | BUDGET AMENDMENTS JOURNAL ENTRY PROOF | bgamdent

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

YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022	04	40058	10/18/2021	PM32	FLAG POLE	BUA PM32	1 2		
1	51083	580650			DAVIE COUNTY PARK PROJECT	GENERAL CONSTRUCTION	6,700,802.81	-10,374.00	6,690,428.81
	400	-5100-1083-001-001-580650-				MOVED FOR FLAG POLE PROJECT	10/18/2021		
3	41083	434001			DAVIE COUNTY PARK PROJECT	CONTRIBUTION FROM GENERAL FUND	-18,471.00	10,374.00	-8,097.00
	400	-4100-1083-001-001-434001-				MOVED FOR FLAG POLE PROJECT	10/18/2021		
4	41910	480400			GENERAL GOVERNMENT REVENUE	CONTRIBUTION FROM CAPITAL PROJ	.00	-10,374.00	-10,374.00
	010	-4100-1910-001-001-480400-				MOVED FOR FLAG POLE PROJECT	10/18/2021		
5	56410	580900			RECREATION & PARKS	CAPITAL OUTLAY	65,500.00	10,374.00	75,874.00
	010	-5600-6410-001-001-580900-				MOVED FOR FLAG POLE PROJECT	10/18/2021		
** JOURNAL TOTAL								0.00	

YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2022	04	40122	10/26/2021	FIN 9	BUA FIN 9	1 2			
1	41910	490016			GENERAL GOVERNMENT REVENUE	FUND BALANCE APPROPRIATED	-3,828,581.59	-234,325.00	-4,062,906.59
	010	-4100-1910-001-001-490016-				MENTAL HEALTH MOE	10/26/2021		
2	52125	540210			OPIOID RESPONSE - DETENTION	BUILDING & EQUIPMENT RENTAL	.00	12,000.00	12,000.00
	010	-5200-2125-001-001-540210-				MENTAL HEALTH MOE	10/26/2021		
3	52125	510010			OPIOID RESPONSE - DETENTION	SALARIES AND WAGES	33,117.00	42,870.00	75,987.00
	010	-5200-2125-001-001-510010-				MENTAL HEALTH MOE	10/26/2021		
4	52125	520050			OPIOID RESPONSE - DETENTION	FICA	2,533.00	3,280.00	5,813.00
	010	-5200-2125-001-001-520050-				MENTAL HEALTH MOE	10/26/2021		
5	52125	520060			OPIOID RESPONSE - DETENTION	GROUP HOSPITAL INSURANCE	9,900.00	9,900.00	19,800.00
	010	-5200-2125-001-001-520060-				MENTAL HEALTH MOE	10/26/2021		
6	52125	520070			OPIOID RESPONSE - DETENTION	RETIREMENT	3,785.00	4,900.00	8,685.00
	010	-5200-2125-001-001-520070-				MENTAL HEALTH MOE	10/26/2021		
7	52125	520120			OPIOID RESPONSE - DETENTION	401K-EMPLOYER SUPPLEMENT	994.00	1,286.00	2,280.00
	010	-5200-2125-001-001-520120-				MENTAL HEALTH MOE	10/26/2021		
8	52125	520110			OPIOID RESPONSE - DETENTION	GROUP LIFE INSURANCE	127.00	164.00	291.00
	010	-5200-2125-001-001-520110-				MENTAL HEALTH MOE	10/26/2021		
9	58300	540450			EMP MENTAL HEALTH WELLNESS CTR	PURCHASED SERVICES	.00	25,000.00	25,000.00
	800	-5500-8300-001-001-540450-				MENTAL HEALTH MOE	10/26/2021		

Attachment: BUDGET AMENDMENTS FOR NOVEMBER 1 2021 (November Budget Amendments)



Finance Department

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BUDGET AMENDMENTS FOR NOVEMBER 1, 2021

10/27/2021 08:25 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	04	40122	10/26/2021	FIN 9	BUA FIN 9	1	2			
10	52530	510010		EMS COMMUNITY PARAMEDICINE	SALARIES AND WAGES		.00	47,676.00	47,676.00	
	010	-5200-2530-001-001-510010-			MENTAL HEALTH MOE		10/26/2021			
11	52530	520050		EMS COMMUNITY PARAMEDICINE	FICA		.00	3,647.00	3,647.00	
	010	-5200-2530-001-001-520050-			MENTAL HEALTH MOE		10/26/2021			
12	52530	520060		EMS COMMUNITY PARAMEDICINE	GROUP HOSPITAL INSURANCE		.00	9,900.00	9,900.00	
	010	-5200-2530-001-001-520060-			MENTAL HEALTH MOE		10/26/2021			
13	52530	520070		EMS COMMUNITY PARAMEDICINE	RETIREMENT		.00	5,449.00	5,449.00	
	010	-5200-2530-001-001-520070-			MENTAL HEALTH MOE		10/26/2021			
14	52530	520120		EMS COMMUNITY PARAMEDICINE	401K-EMPLOYER SUPPLEMENT		.00	1,430.00	1,430.00	
	010	-5200-2530-001-001-520120-			MENTAL HEALTH MOE		10/26/2021			
15	52530	520110		EMS COMMUNITY PARAMEDICINE	GROUP LIFE INSURANCE		.00	183.00	183.00	
	010	-5200-2530-001-001-520110-			MENTAL HEALTH MOE		10/26/2021			
16	55310	510010		SOCIAL SERVICES - ADMINISTRATISALARIES AND WAGES			263,802.00	46,332.00	310,134.00	
	010	-5500-5310-001-001-510010-			MENTAL HEALTH MOE		10/26/2021			
17	55310	520050		SOCIAL SERVICES - ADMINISTRATIFICA			20,269.00	3,544.00	23,813.00	
	010	-5500-5310-001-001-520050-			MENTAL HEALTH MOE		10/26/2021			
18	55310	520060		SOCIAL SERVICES - ADMINISTRATIGROUP	HOSPITAL INSURANCE		51,975.00	9,900.00	61,875.00	
	010	-5500-5310-001-001-520060-			MENTAL HEALTH MOE		10/26/2021			
19	55310	520070		SOCIAL SERVICES - ADMINISTRATIRETIREMENT			30,283.00	5,296.00	35,579.00	
	010	-5500-5310-001-001-520070-			MENTAL HEALTH MOE		10/26/2021			
20	55310	520120		SOCIAL SERVICES - ADMINISTRATI401K-EMPLOYER SUPPLEMENT			7,949.00	1,390.00	9,339.00	
	010	-5500-5310-001-001-520120-			MENTAL HEALTH MOE		10/26/2021			
21	55310	520110		SOCIAL SERVICES - ADMINISTRATIGROUP	LIFE INSURANCE		1,018.00	178.00	1,196.00	
	010	-5500-5310-001-001-520110-			MENTAL HEALTH MOE		10/26/2021			
22	51940	572800		CONTRIBUTION TO OTHER FUNDS	CONTRIBUTION TO EMP HEALTH FND		.00	25,000.00	25,000.00	
	010	-5100-1940-001-001-572800-			MENTAL HEALTH MOE		10/26/2021			
23	48100	490010		EMPLOYEE HEALTH	CONTRIBUTION FROM GENERAL FUND		.00	-25,000.00	-25,000.00	
	800	-4100-8100-001-001-490010-			MENTAL HEALTH MOE		10/26/2021			
** JOURNAL TOTAL								0.00		

Attachment: BUDGET AMENDMENTS FOR NOVEMBER 1 2021 (November Budget Amendments)



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

Agenda Item Details:

Date of Meeting: November 1, 2021

Department: Finance

Resource Person: Robin West

ISSUE/ACTION REQUESTED:

Request for Proposal for Installment Purchase Contract for Equipment

BACKGROUND/PURPOSE OF REQUEST: A Request for Proposal was distributed September 14, 2021 to solicit bids for an Installment Purchase Contract for the County's annual vehicle and related equipment purchasing. Seven bids were received October 12, 2021 and closing is planned no later than November 12, 2021. The proceeds from the Contract will be used to finance the purchase of vehicles, equipment, and any associated costs of issuance.

County staff and Davenport & Company recommend Key Government Finance, Inc. for the low interest rate, overall lowest interest and fees, and most flexibility in repayment.

FISCAL IMPACT: The County will borrow \$775,000 until June 1, 2026. Funds are included in FY 2021-2022 budget.

COUNTY MANAGERS; RECOMMENDATION:

ATTACHMENTS:

Davie County, NC RFP Summary Memo 10.14.21

Key Proposal UPDATED

Davie County NC Bid Summary 10.13.21

Davie County NC - Board Resolution November 1 2021 meeting

To Davie County, North Carolina
From Davenport & Company LLC
Date November 1, 2021
Subject 2021 Installment Purchase Contract RFP Summary

Background

Davenport & Company LLC (“Davenport”), on behalf of Davie County, NC (the “County”), distributed a Request for Proposals (“RFP”) to secure a commitment for a direct bank loan evidenced by an Installment Purchase Contract to finance the purchase of vehicles, equipment, and associated costs of issuance.

The RFP was distributed to over 50 National, Regional, and Local lending institutions. After the initial distribution, Davenport reached out to the potential bidders to assess their interest in the financing and address any questions they had.

As part of the RFP process, responding institutions were asked to provide 5-year Bank Qualified and Non-Bank Qualified interest rates.

RFP Responses

Through this process, the County was able to secure seven responses to the RFP, including:

1. Capital One Public Funding, LLC (“Capital One”);
2. First Bank;
3. First Citizens Bank (“First Citizens”);
4. Key Government Finance, Inc. (“Key Bank”);
5. Signature Public Funding Corp. (“Signature”);
6. Truist Bank (“Truist”);
7. Zions Bancorporation, N.A. (“Zions”).

The following pages contain a summary of the key terms and conditions for the responses received.

November 1, 2021

Discussion Points

1. Interest Rate

A summary of the interest rates proposed by the 7 bidders is outlined in Table 1 below. All interest rates, after notification of award, are fixed through the life of the loan and held firm through the anticipated closing date on or before November 12th.

Table 1: Summary of Interest Rates Received

	A	B	C
	Lender	BQ Interest Rate	NBQ Interest Rate
1	Key Government Finance	1.165%	1.165%
2	Signature*	1.23%	1.23%
3	Capital One*	1.25%	1.25%
4	Zions Bank	1.28%	-
5	Truist	1.385%	1.44%
6	First Citizens	1.55%	1.66%
7	First Bank*	1.97%	1.97%

* Did not specify between BQ and NBQ in Proposal.

Based on the interest rate proposals above, the remainder of this memorandum will focus on the three bidders that provided the lowest interest rates: Key Bank, Signature, and Capital One.

November 1, 2021

2. Prepayment Provisions

Prepayment provisions offered by Key Bank, Signature, and Capital One are shown in Table 2 below.

Table 2: Summary of Prepayment Provisions

Lender	Prepayment Provisions
Key Bank	In whole, but not in part, at any point after November 12, 2022.
Signature	On any payment date at 101% of par.
Capital One	No call until 6/1/2024, then in whole at par on any interest payment date.

3. Bank Closing Fees

No bank closing fees will be charged by Key Bank, Signature, and Capital One.

4. Estimated Debt Service

A summary comparison of the estimated debt service structure for the Key Bank, Signature and Capital One proposals is shown in Table 4. The preliminary estimated debt service shown accounts for estimated costs of issuance.

Table 4: Summary of Estimated Debt Service

	A	B	C	D
	Lender	Key GF	Signature Bank	Capital One
	Bank Qualification	BQ / NBQ	BQ / NBQ	BQ / NBQ
1	<u>Sources</u>			
2	Par Amount*	\$ 760,000	\$ 760,000	\$ 760,000
3	Total	\$ 760,000	\$ 760,000	\$ 760,000
4				
5	<u>Uses</u>			
6	Project Fund*	\$ 745,000	\$ 745,000	\$ 745,000
7	Cost of Issuance*	15,000	15,000	15,000
8	Total	\$ 760,000	\$ 760,000	\$ 760,000
9				
10	Interest Rate*	1.165%	1.230%	1.250%
11	All-In TIC*	1.959%	2.024%	2.045%
12				
13	Closing Date*	11/12/2021	11/12/2021	11/12/2021
14	First Interest Payment	6/1/2022	6/1/2022	6/1/2022
15	First Principal Payment	6/1/2022	6/1/2022	6/1/2022
16	Final Maturity	6/1/2026	6/1/2026	6/1/2026
17				
18	<u>Debt Service*</u>			
19	Fiscal Year			
20	2022	\$ 156,894	\$ 157,167	\$ 157,251
21	2023	156,083	156,478	156,600
22	2024	156,347	156,646	156,738
23	2025	156,588	156,788	156,850
24	2026	156,806	156,907	156,938
25	Total	\$ 782,719	\$ 783,986	\$ 784,376
26				
27	Difference vs. Key BQ/NBQ	\$ -	\$ 1,268	\$ 1,658

* Preliminary and subject to change

Attachment: Davie County, NC RFP Summary Memo 10.14.21 (Installment Purchase Contract for Equipment)

November 1, 2021

Recommendation

Based upon our review of the proposals, related analyses, and discussions with County Staff, Davenport recommends that the County select the Key Bank proposal. Key Bank provided the lowest interest rate and flexible prepayment provisions.

Next Steps

Date	Task
November 1 st at 6:00pm	County Board Meeting County Board select winning bidder and approves the financing
By November 12 th	Close on financing

November 1, 2021

The U.S. Securities and Exchange Commission (the “SEC”) has clarified that a broker, dealer or municipal securities dealer engaging in municipal advisory activities outside the scope of underwriting a particular issuance of municipal securities should be subject to municipal advisor registration. Davenport & Company LLC (“Davenport”) has registered as a municipal advisor with the SEC. As a registered municipal advisor Davenport may provide advice to a municipal entity or obligated person. An obligated person is an entity other than a municipal entity, such as a not for profit corporation, that has commenced an application or negotiation with an entity to issue municipal securities on its behalf and for which it will provide support. If and when an issuer engages Davenport to provide financial advisory or consultant services with respect to the issuance of municipal securities, Davenport is obligated to evidence such a financial advisory relationship with a written agreement.

When acting as a registered municipal advisor Davenport is a fiduciary required by federal law to act in the best interest of a municipal entity without regard to its own financial or other interests. Davenport is not a fiduciary when it acts as a registered investment advisor, when advising an obligated person, or when acting as an underwriter, though it is required to deal fairly with such persons.

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The securities/instruments discussed in this material may not be suitable for all investors or issuers. Recipients should seek independent financial advice prior to making any investment decision based on this material. This material does not provide individually tailored investment advice or offer tax, regulatory, accounting or legal advice. Prior to entering into any proposed transaction, recipients should determine, in consultation with their own investment, legal, tax, regulatory and accounting advisors, the economic risks and merits, as well as the legal, tax, regulatory and accounting characteristics and consequences, of the transaction. You should consider this material as only a single factor in making an investment decision.

The value of and income from investments and the cost of borrowing may vary because of changes in interest rates, foreign exchange rates, default rates, prepayment rates, securities/instruments prices, market indexes, operational or financial conditions or companies or other factors. There may be time limitations on the exercise of options or other rights in securities/instruments transactions. Past performance is not necessarily a guide to future performance and estimates of future performance are based on assumptions that may not be realized. Actual events may differ from those assumed and changes to any assumptions may have a material impact on any projections or estimates. Other events not taken into account may occur and may significantly affect the projections or estimates. Certain assumptions may have been made for modeling purposes or to simplify the presentation and/or calculation of any projections or estimates, and Davenport does not represent that any such assumptions will reflect actual future events. Accordingly, there can be no assurance that estimated returns or projections will be realized or that actual returns or performance results will not materially differ from those estimated herein. This material may not be sold or redistributed without the prior written consent of Davenport.

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**Davie County, North Carolina
Installment Purchase Contract
Summary of Terms and Conditions
October 12, 2021**

This Financing proposal is provided for discussion purposes only and does not represent a commitment from Key Government Finance, Inc. ("KGF"). This proposal and its terms are submitted on a confidential basis and shall not be disclosed to third parties (other than the Lessee's officers, directors, employees and advisors charged with reviewing and/or implementing the transactions contemplated hereby) without KGF's consent. This proposal is intended as an outline of certain material terms of the Facility and does not purport to summarize all the conditions, covenants, representations, warranties and other provisions which would be contained in definitive documentation for the Facility contemplated hereby.

Key Government Finance, Inc., ("Lessor") is pleased to provide the following term sheet to Davie County, North Carolina.

Lessor:	Key Government Finance, Inc. ("Purchaser").
Lessee:	Davie County, North Carolina (the "County").
Lease:	Installment Purchase Contract (the "2021B IPC").
Facility:	Tax-Exempt (BQ or NBQ) Direct Purchase of the Lease by the Lessor.
Amount:	\$775,000. All proceeds of the Lease will be disbursed at closing.
Use of Proceeds:	The proceeds from the 2021B IPC will be used to finance the purchase of the vehicles and equipment outlined in the RFP, and any associated costs of issuance.
Facility Terms:	The anticipated closing date for this Facility is November 12, 2021 ("Anticipated Closing Date"). The final maturity date for this Facility is June 1, 2026 ("Final Maturity"). KGF will purchase the Facility through Final Maturity.
Repayment:	Annual principal and interest payments on June 1, commencing June 1, 2022 through Final Maturity. Any amortization that differs from the debt service schedule in KGF's response and increases the average life of the financing for the option below may result in an adjustment to the interest rate provided.
Interest Rate:	1.165% The interest rate needs to be accepted by the Lessee no later than October 19, 2021 and would be valid for closing on or before the Anticipated Closing Date.
Interest Day Count:	30/360
Up-Front Fee:	\$0

Attachment: Key Proposal UPDATED (Installment Purchase Contract for Equipment)

Costs of Issuance:	Lessee will be responsible for all its costs related to this Lease including but not limited to Lessee's Counsel fees and any related costs associated with the issuance of the Lease. Lessor plans to use internal counsel.
Prepayment:	The Facility may be prepaid in whole, but not in part, at any point after November 12, 2022.
Security:	Installment purchase contract in which Lessee will grant Lessor a first priority security interest in the vehicles being financed. Titles for appropriate vehicles to be provided showing Lessor as first lien holder.
Financial Reporting:	The Lessor is to receive annual audited financial statements from the Lessee within 270 days of the fiscal year end plus any other financial reports as Lessor may reasonably request.
Default Rate:	3% above the current interest rate for any outstanding payments in default (the "Default Rate"), upon the occurrence of a default that is not cured within 90 days, the Default Rate shall apply to all outstanding principal, until the default has been cured.
Documents:	Lessor will use their lease purchase documentation for the 2021 Financing. County's counsel will provide a Validity Opinion regarding the legality, validity, and enforceability of the Lease Agreement. Escrow funding of lease proceeds is available. There will be no charge to the Lessee for the Escrow Account and earnings will be for the benefit of the Lessee. Once a disbursement is requested, funding to occur within 3 business days.
Event of Taxability & Gross-Up:	In the Event of Taxability based on the action or inaction of the Lessee or any misrepresentation or warranty by the Lessee, the tax-exempt interest rate on the Facility would convert to the taxable interest rate of 1.475%.
Credit Approval:	The Facility has been pre-screen credit approved. Formal credit approval will be obtained within 3-5 business days of the Lessor being notified they have been awarded the Lease Agreement.
Conditions Precedent to Closing:	Lessee's obligation will be subject to such terms and conditions that Lessor may require with respect to this transaction, or as are customarily required with respect to similar credits and as set forth in the Facility documents. Without limitation, such terms and conditions shall include: 1. Absence of Default. 2. Accuracy of Representations and Warranties. 3. Negotiation and Execution of satisfactory closing documents. 4. Absence of material adverse change in financial condition of Lessee during the period from the date hereof to the Closing Date. 5. Proof of appropriation for current fiscal year.
Firm Experience:	The Lessor is a subsidiary of KeyBank, N.A. KGF's portfolio consists of over \$4.5 billion of tax-exempt leases, loans, and bonds for municipalities, not-for-profits, and manufacturers across the United States.

Proposal Acceptance/Expiration

This proposal is issued in reliance upon the accuracy of all information presented by you to us and is contingent upon the absence of any material adverse change in your condition, financial or otherwise, from the condition as it was represented to us at the time of this proposal. This proposal is subject to our formal approval and the execution of documentation acceptable to each of us. **IT IS NOT A COMMITMENT BY US TO ENGAGE IN THIS TRANSACTION.**

Key Government Finance (“KGF”) is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act to you with respect to the information and material contained in this communication; (b) KGF is acting for its own interests; and (c) you should discuss any information and material contained in this communication with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.

Lessor notifies Lessee that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, as amended and supplemented) (the “Patriot Act”), that Lessor is required to obtain, verify and record all information that identifies Lessee, which information includes the name and address of Lessee and other information that will allow Lessor to identify Lessee in accordance with the Patriot Act.

Lessor acknowledges that, in connection with Lessee’s compliance with any continuing disclosure undertakings (each, a “Continuing Disclosure Agreement”) entered into by Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the “Rule”), Lessee may be required to file with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access system, or its successor (“EMMA”), notice of its incurrence of its obligations under this Property Schedule and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Property Schedule, in each case including a description of the material terms thereof (each such notice, an “EMMA Notice”). Lessee shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding Lessor or the Escrow Agent: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. Lessee acknowledges and agrees that Lessor is not responsible in connection with any EMMA Notice relating to this Property Schedule for Lessee’s compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the Rule.

If the outlined foregoing proposal is satisfactory, reflects an arrangement that suits the need of your organization and you would like Key to commence its due diligence process, please sign and return this proposal. The terms described in this proposal will expire in five (5) business days if we have not received an authorized signed copy on or before such date.

Thank you for allowing us the opportunity to present this Proposal. If you have any questions, please call me at 720-304-1186.

Sincerely,

Kevin S. Law

Kevin S. Law
Municipal Leasing Representative
Key Government Finance, Inc.
Kevin.Law@key.com
1000 S. McCaslin Blvd.
Superior, CO 80027

Attachment: Key Proposal UPDATED (Installment Purchase Contract for Equipment)

APPROVED THIS ____ DAY OF _____, 2021

Davie County, North Carolina

By: _____

Print Name: _____

Title: _____

Attachment: Key Proposal UPDATED (Installment Purchase Contract for Equipment)

2021B Installment Purchase Contract – Summary of Bids

Davie County, North Carolina



October 13, 2021

Summary of Bids Received

	A	B	C	D
	Lender	Prepayment Provisions	BQ Interest Rate	NBQ Interest Rate
1	Key Government Finance	Prepayable in whole, but not in part, at any point after November 12, 2022.	1.165%	1.165%
2	Signature*	Prepayable on any payment date at 101% of par.	1.23%	1.23%
3	Capital One*	No call until 6/1/2024, then in whole at par on any interest payment date.	1.25%	1.25%
4	Zions Bank	Callable any time at par plus accrued interest with 30 days written notice.	1.28%	-
5	Truist	Prepayable in whole at any time at 101%. As an alternative, non-callable for the first half of the term and callable at par thereafter.	1.385%	1.44%
6	First Citizens	Prepayable in whole on any interest payment date at 101% of par plus accrued interest with 30-days notice.	1.55%	1.66%
7	First Bank*	Prepayable in whole at par at any time.	1.97%	1.97%

* Did not specify between BQ and NBQ in Proposal.

Summary of Top 3 Bids

A	B		C		D	
Lender	Key Government Finance		Signature Bank*		Capital One*	
			 SIGNATURE PUBLIC FUNDING			
Bank Qualification	BQ	NBQ	BQ	NBQ	BQ	NBQ
1 Interest Rate	1.165%	1.165%	1.230%	1.230%	1.25%	1.25%
2 Prepayment Language	Prepayable in whole, but not in part, at any point after November 12, 2022.		Prepayable on any payment date at 101% of par,		No call until 6/1/2024, then in whole at par on any interest payment date.	
3 Acceptance / Rate Expiration	October 19th / November 12th		No Acceptance Date / November 12th		November 2nd / November 12th	
4 Bank Fees	\$0		\$0		\$0	
5 Escrow Requirements	The Lender would require an escrow agreement/account, with proceeds being held at Bank of New York Mellon. There will be no charge to the Lessee for the Escrow Account and earnings will be for the benefit of the Lessee. Once a disbursement is requested, funding is to occur within 3 business days.		Lessor has assumed the Lease Proceeds will fund into an escrow at Signature Bank. There will be no fee for the escrow account; however, interest earnings will not be paid to Lessee for any period of time that any Lease Proceeds are held in such account.		- Lease proceeds shall be funded into an account held by an escrow agent appointed by Capital One, with disbursements made as the equipment is purchased. Escrow agent fees will be paid to Capital One. -Details of the Escrow Account will need to be confirmed.	
6 Credit Approval	Pre-screened, subject to final approval		Subject to final approval		Subject to final approval	
7 Other Considerations	-County's counsel will provide a Validity Opinion regarding the legality, validity, and enforceability of the Lease Agreement. -Customary conditions precedent to closing, including accuracy of representations and warranties. -Lender will require first priority security interest in the vehicles being financed, along with Titles for appropriate vehicles showing the Bank as first lien holder.		- Lender will require UCCs for the equipment and lien holder information on the titles for the vehicles. -A validity opinion is required.		- Loan documentation shall be prepared by qualified bond counsel subject to review by Capital One and its counsel. -The borrower will need to provide Capital One with draft authorizing documents for its review and comments.	

* Did not specify between BQ and NBQ in Proposal.

Estimated Debt Service

	A	B	C	D
	Lender Bank Qualification	Key GF BQ / NBQ	Signature Bank BQ / NBQ	Capital One BQ / NBQ
1	Sources			
2	Par Amount*	\$ 760,000	\$ 760,000	\$ 760,000
3	Total	\$ 760,000	\$ 760,000	\$ 760,000
4				
5	Uses			
6	Project Fund*	\$ 745,000	\$ 745,000	\$ 745,000
7	Cost of Issuance*	15,000	15,000	15,000
8	Total	\$ 760,000	\$ 760,000	\$ 760,000
9				
10	Interest Rate*	1.165%	1.230%	1.250%
11	All-In TIC*	1.959%	2.024%	2.045%
12				
13	Closing Date*	11/12/2021	11/12/2021	11/12/2021
14	First Interest Payment	6/1/2022	6/1/2022	6/1/2022
15	First Principal Payment	6/1/2022	6/1/2022	6/1/2022
16	Final Maturity	6/1/2026	6/1/2026	6/1/2026
17				
18	Debt Service*			
19	Fiscal Year			
20	2022	\$ 156,894	\$ 157,167	\$ 157,251
21	2023	156,083	156,478	156,600
22	2024	156,347	156,646	156,738
23	2025	156,588	156,788	156,850
24	2026	156,806	156,907	156,938
25	Total	\$ 782,719	\$ 783,986	\$ 784,376
26				
27	Difference vs. Key BQ/NBQ	\$ -	\$ 1,268	\$ 1,658

* Preliminary and subject to change

Next Steps

Date	Task
October 13 th at 11:30am	Conference call to discuss bids and determine a recommended winning bidder. Dial In: 202-860-2110 PIN: 2632 747 6892
By October 27 th	▪ Davenport prepares a summary memorandum of bids received that presents a recommended winning bidder ▪ Draft documents prepared by Bank
October 27 th	Agenda deadline for November 1 st County Board meeting
November 1 st at 6:00pm	County Board Meeting ▪ County Board select winning bidder and approves the financing
By November 12 th	Close on financing



Municipal Advisor Disclosure

The U.S. Securities and Exchange Commission (the “SEC”) has clarified that a broker, dealer or municipal securities dealer engaging in municipal advisory activities outside the scope of underwriting a particular issuance of municipal securities should be subject to municipal advisor registration. Davenport & Company LLC (“Davenport”) has registered as a municipal advisor with the SEC. As a registered municipal advisor Davenport may provide advice to a municipal entity or obligated person. An obligated person is an entity other than a municipal entity, such as a not for profit corporation, that has commenced an application or negotiation with an entity to issue municipal securities on its behalf and for which it will provide support. If and when an issuer engages Davenport to provide financial advisory or consultant services with respect to the issuance of municipal securities, Davenport is obligated to evidence such a financial advisory relationship with a written agreement.

When acting as a registered municipal advisor Davenport is a fiduciary required by federal law to act in the best interest of a municipal entity without regard to its own financial or other interests. Davenport is not a fiduciary when it acts as a registered investment advisor, when advising an obligated person, or when acting as an underwriter, though it is required to deal fairly with such persons.

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A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO EXECUTE AN INSTALLMENT PURCHASE CONTRACT to purchase vehicles and equipment with the total amount financed not to exceed \$760,000.00.

WHEREAS: The County of Davie, NC (“Borrower”) has previously determined to undertake a project for the financing of various vehicles and equipment (the “Project”), and the Finance Officer has now presented a proposal for the financing of such Project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Davie, that the Board of Commissioners authorizes the County Manager, as follows:

1. The Borrower hereby determines to finance the Project through Key Government Finance, Inc. Bank (“Lender”) in accordance with the proposal dated October 12, 2021. The amount financed shall not exceed \$760,000.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 1.165%, and the financing term shall not exceed five (5) years from closing.
2. All financing contracts and all related documents for the closing of the financing (the “Financing Documents”) shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.
3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.
4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations.
5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.
6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with

this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

This resolution is effective upon its adoption this 1st day of November, 2021. The motion to adopt this resolution was made by _____, seconded by _____, and was passed by a vote of () for and () against.

Terry N. Renegar, Chairman of the Board

Attest:

This is to certify that this is a true and accurate copy of a Resolution, adopted by the Board of Commissioners of the County of Davie on the 1st day of November, 2021.

Stacy Moyer, Clerk to the Board

Date

(SEAL)



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

Agenda Item Details:

Date of Meeting: November 1, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Piedmont Triad Regional Development Corporation - EDA Project Number 04-01-07635

BACKGROUND/PURPOSE OF REQUEST: Piedmont Triad Regional Development Corporation - EDA Project Number 04-01-07635

FISCAL IMPACT: \$30000

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:

PTRDC_Admin_Contract_CooleemeeWTP

PROFESSIONAL SERVICES CONTRACT

PART I - AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20_____, by and between the Piedmont Triad Regional Development Corporation, hereinafter called the “***District***,” a discrete component of the Piedmont Triad Regional Council, hereunto duly authorized, and Davie County, hereinafter called the “***Recipient***”.

WITNESSETH THAT:

WHEREAS, the Recipient desires to implement EDA Project Number 04-01-07635, a Public Works Program project funded by the U. S. Department of Commerce and administered by the Atlanta Regional Office of the Economic Development Administration; and

WHEREAS, the Recipient is and will act with authority as the Fiscal Agent for the EDA funded project identified above, and

WHEREAS, the Recipient desires to engage the District to render certain project management, reporting and support services in connection with the EDA project.

NOW THEREFORE, the parties do mutually agree as follows:

1. **Scope of Services**
Part II, Scope of Services, is hereby incorporated by reference into this Agreement.
2. **Time of Performance** - The services of the District shall commence on August 30, 2021. All of the services required and performed hereunder shall be completed no later than December 30, 2025.
3. **Access to Information** - It is agreed that all information, data, reports and records and/or other information as is existing, available and necessary for the carrying out of the work outlined above shall be furnished to the District by the Recipient and its agents. No charge will be made to the District for such information and the Recipient and its agents will cooperate with the District in every way possible to facilitate the performance of the work described in the Agreement.
4. **Compensation and Method of Payment** – The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed Thirty-thousand dollars (\$30,000). Payment to the District shall be based on satisfactory completion of identified milestones in Part III – Payment Schedule of this Agreement, which is hereby incorporated by reference into this Agreement. Should the Project be completed in its entirety prior to the period allowed for its completion, all of the District’s responsibilities and services required under this Agreement be fully completed, and all obligations to the EDA are met, full compensation to the District in the amount of Thirty-thousand dollars (\$30,000) shall be completed at that time. Interim payment to the District shall be upon percentage completion of the Scope of Services.
5. **Indemnification** – The District shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the Recipient and its agents from and against them, and shall assume full responsibility for administering the project identified above.

6. **Miscellaneous Provisions**

1. This Agreement shall be construed under and in accord with the laws of the State of North Carolina, and all obligations of the parties created hereunder are performable in Davie County, North Carolina.
2. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
3. If one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All other terms hereof shall remain in full force and effect.
4. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
5. This Agreement may be amended by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

7. **Terms and Conditions** - This Agreement is subject to the provisions titled, "Part IV Terms and Conditions" and attached hereto and incorporated by reference herein.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals as of the date first affixed above.

(Recipient)

(District)

Johnny Lambert,
Utilities Director
Davie County Government

Matthew L. Dolge,
Executive Director
Piedmont Triad Regional Council

PROFESSIONAL SERVICES CONTRACT

PART II - SCOPE OF SERVICES

The District shall provide the following scope of services:

1. **Project Management**

1. Develop a record keeping and filing system consistent with program guidelines.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to Recipient personnel on implementation of the EDA project and regulatory matters pertaining thereto.
4. Furnish the Recipient with necessary completed forms and reporting required for implementation of the EDA project.
5. Assist the Recipient in meeting all special award condition requirements that may be stipulated in the EDA Financial Assistance Award between the Recipient and U. S. Department of Commerce, Economic Development Administration, Atlanta Regional Office.
6. Prepare and submit all required project reporting required by EDA Project Number 04-01-07635, including but not limited to progress reporting, quarterly reporting, and other reporting included in the EDA Financial Assistance Award between the Recipient and the EDA Atlanta Regional Office.
7. Establish internal procedures to document expenditures associated with local administration of the project.
8. Serve as liaison for the Recipient during the implementation and completion of the EDA project with any monitoring visit by staff representatives from EDA or its Atlanta Regional Office.

2. **Financial Management**

1. Assist the Recipient by improving its ability to manage and report progress and use of funds from federal sources through the Atlanta Regional Office of the EDA for the project identified above.
2. Assist the Recipient in compliance with all EDA rules, regulations, specifications, or other directives pertinent to the identified project.
3. Prepare and submit all reporting for all funded and scheduled drawdowns of project funds on behalf of the Recipient, in order to ensure orderly, timely allocation and disbursement of funds within the period of this agreement.
4. Review invoices received for payment and file back-up documentation.
5. Provide general advice and technical assistance to the Recipient and its agents on implementation of the EDA project and regulatory matters pertaining thereto.

6. Assist the Recipient in interpreting and complying with established procedures for the EDA project and reporting to the Atlanta Regional Office.
7. Provide general advice and technical assistance to the Recipient and its agents on implementation of the EDA project and associated regulatory matters.

PROFESSIONAL SERVICES CONTRACT

PART III - PAYMENT SCHEDULE

The Recipient shall reimburse the District for grant administration services provided for completion of the Scope of Services in the amount of Thirty-thousand dollars (\$30,000), based upon milestones depicting percentage completion of the Scope of Services. The payments to the District will be made from funds provided by the Recipient. Milestones established for payment and the amounts paid are as follows:

Payment Schedule

Payment	Amount	Basis of Payment
I	\$ <u>6,000</u>	Completion of twenty percent (20%) of the Scope of Services identified herein.
II	\$ <u>6,000</u>	Completion of forty percent (40%) of the Scope of Services identified herein.
III	\$ <u>6,000</u>	Completion of sixty percent (60%) of the Scope of Services identified herein.
IV	\$ <u>6,000</u>	Completion of eighty percent (80%) of the Scope of Services identified herein.
V	\$ <u>6,000</u>	Completion of one hundred percent (100%) of the Scope of Services identified herein.
Total Payment	\$ <u>30,000</u>	

All payments shall be determined by the Recipient from its estimates of completion of the entire EDA project. Payment to the District shall be made from those estimates and in the amounts prescribed above.

PROFESSIONAL SERVICES CONTRACT

PART IV - TERMS AND CONDITIONS

1. **Termination of Contract.** If, through any cause, the District shall fail to fulfill in a timely and proper manner its obligation under this Contract, or if the District shall violate any of the covenants, agreements, or stipulations of this Contract, the Recipient shall thereupon have the right to terminate this Contract by giving written notice to the District of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Contract is terminated by the Recipient as provided herein, the District will be paid for the time provided and expenses incurred up to the termination date.

If the Contract is terminated by the Recipient as provided herein, all finished or unfinished documents, information or reports prepared by the District under this Contract shall, at the option of the Recipient, become its property and the District shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the District shall not be relieved of liability to the Recipient for damages sustained by the Recipient by virtue of any breach of the Contract by the District, and the Recipient may withhold any payments to the District for the purpose of set-off until such time as the exact amount of damages due the Recipient from the District is determined.

2. **Termination for Convenience of the Recipient.** The Recipient may terminate this Contract at any time by giving at least ten (10) days notice in writing to the District. If the Contract is terminated by the Recipient as provided herein, the District will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the District, Paragraph 1 hereof relative to termination shall apply.
3. **Changes.** The Recipient may, from time to time, request changes in the Scope of Services of the District to be performed hereunder. Such changes, including any increase or decrease in the amount of the District's compensation which are mutually agreed upon by and between the and the District shall be incorporated in written amendments to this Contract.
4. **Personnel.**
 1. The District represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Recipient.
 2. All of the services required hereunder will be performed by the District or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 3. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Recipient. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. **Assignment of Contract.** The District shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent

of the Recipient thereto: Provided, however, that claims for money by the District from the Recipient under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Recipient.

6. **Reports and Information.** The District, at such times and in such forms as the Recipient may require, shall furnish the Recipient such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. **Findings Confidential.** All of the reports, information, data, etc., prepared or assembled by the District under this Contract are confidential, and the District agrees that they shall not be made available to any individual or organization without the prior written approval of the Recipient.
8. **Compliance with Local Laws.** The District shall comply with applicable laws, ordinances and codes of the State of North Carolina and its local governments.
9. **Equal Employment Opportunity.** During the performance of this Contract, the District agrees as follows:
 1. The District will not discriminate against any employee or applicant for employment because of race, religion, sex, sexual orientation, gender identity, color, handicap, or national origin. The District will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The District agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Recipient setting forth the provisions of this non-discrimination clause.
 2. The District will, in all solicitation or advertisements for employees placed by or on behalf of the District, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity, handicap or national origin.
 3. The District will cause the foregoing provisions to be inserted in all subcontracts for any work or services covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 4. The District will include the provisions 9.1, 9.2, and 9.3 in every subcontract or purchase order unless exempted.
10. **Civil Rights Act of 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
11. **Section 109 of the Housing and Community Development Act of 1974.** No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation

in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

12. **Public Works and Economic Development Act of 1965, as amended:** The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the U. S. Department of Commerce, Economic Development Administration. For Public Works and Development Facilities under the Public Works and Economic Development Act of 1965, as amended, the Financial Assistance Award to the Recipient, Award Number 04-01-07635, supports the project and effort described herein, which is incorporated into this agreement by reference. Where terms of this agreement differ, the terms of the Financial Assistance Award shall prevail.
13. **Government Performance and Results Act of 1993 (GPRA) Reporting Requirements – Performance Measures.** The District agrees to report to the Recipient on program performance measures and program outcomes in such form and at such intervals as may be prescribed by the EDA, Award Number 04-01-07635, in compliance with the Government Performance and Results Act of 1993. Performance measures and reporting requirements that apply to program activities funded by the Financial Assistance Award to the Recipient will be provided in a separate GPRA information collection document. EDA will advise the Recipient in writing within a reasonable period prior to the time of submission of the reports and in the event that there are any modifications in the performance measures.
14. **Interest of Members of the District.** No member of the governing body of the District and no other officer, employee, or agent of the District who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract and the Recipient shall take appropriate steps to assure compliance.
15. **Interest of Other Local Public Officials.** No member of the governing body of the District and no other public official of the District, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Recipient shall take appropriate steps to assure compliance.
16. **Interest of Firm and Employees.** The District covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the project area, study area, site, or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The District further covenants that in the performance of this Contract, no person having any such interest shall be employed.



DAVIE COUNTY, NORTH CAROLINA BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: November 1, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Resolution - Opioid Settlement

BACKGROUND/PURPOSE OF REQUEST: Resolution - Opioid Settlement

The County, through its' national opioid counsel, have received documentation of settlement agreements with the three national Distributors and Janseen, Inc. If the Board of Commissioners approves this resolution, it verifies the Board of Commissioners has reviewed the proposed settlements with the County Attorney and accepts the Distributors Master Settlement Agreements and the Janssen Settlement Agreement presented by the Co-Lead Counsel and Plaintiffs' Executive Committee.

FISCAL IMPACT:

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS:

County Resolution for Master Distributors and Janssen Agreements



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RESOLUTION TO ACCEPT THE NATIONAL PARTICIPATON AND SETTLEMENT AGREEMENT FOR DISTRIBUTOR AND JANSSEN SETTLEMENTS

WHEREAS, the County, through its' national opioid counsel, have received documentation of settlement agreements with the three national Distributors and Janseen, Inc.; and,

WHEREAS, the Board of Commissioners for Davie County have reviewed the proposed settlements with the County Attorney; and,

WHEREAS, the Board of Commissioners for Davie County believe the acceptance of the proposed settlements are the best possible outcome of the cases and best benefits the County.

NOW THEREFORE, upon Motion duly made and seconded, this Board did note ____ in favor of and ____ against the acceptance of the Distributors Master Settlement Agreements and the Janssen Settlement Agreement presented by the Co-Lead Counsel and Plaintiffs' Executive Committee.

This the 1st day of November, 2021.

Terry Renegar, Chairman of the Board
of County Commissioners

Attested to:

Stacy Moyer,
Clerk to the Board

Attachment: County Resolution for Master Distributors and Janssen Agreements (Resolution - Opioid Settlement)



DAVIE COUNTY, NORTH CAROLINA BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: November 1, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Local Management Entity/Managed Care Organization Disengagement - Cardinal Innovations Healthcare

BACKGROUND/PURPOSE OF REQUEST: Local Management Entity/Managed Care Organization Disengagement - Cardinal Innovations Healthcare

On August 2, 2021, the Davie County Board of County Commissioners chose to pursue a relationship with Partners Health Management to manage our citizens' behavioral health services funded by federal, state and county dollars, including Medicaid.

Partners is a Local Management Entity/Managed Care Organization (LME/MCO), a governmental entity which manages the county's mental health, intellectual/developmental disability and substance use services.

Prior to November 1, 2021, Davie County's behavioral health services was managed by Cardinal Innovations Healthcare. On August 6, 2021, Davie County received a letter from NC DHHS confirming DHHS's approval of Davie County's transition to Partners. On August 23,

2021, Davie County received a letter from NC DHHS confirming the November 1, 2021 date for Davie County's transition to Partners.

Davie County developed a Disengagement Plan to ensure a smooth transition from Cardinal to Partners. State law required Davie County to seek public comment on this Disengagement Plan for 60 days. The 60-day public comment period has been completed, and the public comments were posted on the County's website.

State laws also require the following:

- A Continuity of Services Plan
- A Financial Liabilities Plan
- A Resolution to Disengage from Cardinal and to Transition to Partners
- A Plan for Distribution of Real Property
- Adoption of an updated Disengagement Plan

These items are attached, and the Board of Commissioners is asked to adopt all of these items.

FISCAL IMPACT: <Insert Info Here>

COUNTY MANAGERS; RECOMMENDATION:
<County Manager Comments Here>

ATTACHMENTS:

DAVIE COUNTY Continuity of Services,eev,20-12-2021. Plan

FINANCIAL LIABILITIES PLAN,eev,10-12-2021

LME MCO Resolution, 11-1-2021,eev,10-12-2021

PLAN FOR DISTRIBUTION FOR REAL PROPERTY,eev,10-12-2021

LME MCO Disengagement Plan-Davie Co - APPROVED - 21.08.02,eev,10-12-2021

I. PURPOSE

Davie County recognizes the importance of ensuring that behavioral health services for its community are uninterrupted and provided with high quality, timeliness and a focus on community involvement. Partners Health Management has committed to ensure all current providers contracted and in good standing with Cardinal Innovations Healthcare and serving our County will be contracted with Partners as well, if not already. Likewise, Partners intends to honor consumer service authorizations, annual plans and other documentation and decisions essential to ensure a smooth transition.

II. SCOPE

Throughout the due diligence process including the public comment period, the County has been focused on listening to those who are served by the system to ensure their comments are considered in the development of the required Continuity of Services Plan. The plan outlines and frames how services will be managed when transitioning from Cardinal Innovations to Partners. It is recognized that the process must allow flexibility to respond to changes in the process as the collaborative work moves forward. In addition, the County has factored in the transition of Medicaid to a managed care system using standard and tailored plans. This important aspect is part of our transition planning and is included in our timeline of disengagement and realignment to ensure no adverse impact or disruption in services will occur during our realignment with Partners.

III. SERVICE ARRAY

Partners and Cardinal are both Local Management Entities-Managed Care Organizations (LME-MCOs). All seven (7) LME-MCOs in the state must offer a basic array of services that are substantially comparable, even if named or branded differently but are not identical. For example, Partners has some "in lieu of" services and federal grants that allow for special services and programs. Cardinal has special services as well. Partners will work with Davie County to ensure a full complement of services are available to meet the needs of citizens in the County.

Through the due diligence process, we learned of a few different services between the two LME-MCO's. Where Cardinal offers a service that Partners does not, we will work with Partners to add that service, if all agree it is appropriate to do so. If not, we will ensure Partners' service array has like or comparable services to meet the needs of Davie County citizens. In instances where Partners has services and programs that Cardinal does not offer to Davie residents, we will explore with Partners and the consumers, providers and stakeholders in the community the practicality of adding those services to the community array.

IV. SERVICE AUTHORIZATIONS

The County has received assurance from Partners that they will honor and bring forward all open services authorizations for Davie County citizens from Cardinal. The County will look to Cardinal to provide that information in a timely and suitable format to ease that transition and to ensure no delays in services to existing recipients of care. Davie County needs the assurance of DHHS that they will assist, as needed, in ensuring that exchange of information.

V. PROVIDER NETWORK

Through the process of due diligence, the County learned that there is some overlap or crosswalk in the provider networks between Cardinal and Partners. Yet, there are some differences as well. As we do not have the volume numbers of Davie County clients served by Cardinal Providers, it is unknown if those that are not shared serve a high volume of citizens or not. Regardless, Partners has agreed to bring into their network to continue to serve the County any provider who is in good standing with the N.C. Division of Health Benefits and meets all the minimum state imposed rules and requirements. Further, there will be an expedited credentialing process to assist providers not currently contracted with Partners to enter the Partners network in the least intrusive way possible while still meeting the State and other minimum requirements. Lastly, there are providers in the Partners network who currently do not serve consumers in Davie County who have expressed an interest and desire to do so. The Realignment Committee will provide guidance on this subject in their work during the transitional phase to help facilitate additional providers opening access within the County to further provide choice and service capacity. As the County continues to move forward, the work of the Realignment Committee does as well. The Committee, composed of a cross section of community leaders overseen by the County Manager, continues to develop the broader transition plan focused on the impact on "people", "providers" and "projects". As part of that work, the Committee will have direct community leadership expectations to ensure the Continuity of Services Plan is executed in such a way that minimizes the disruption to current consumers and providers. The group will also be responsible for coordinating communication sessions with key audiences (consumers, providers, and stakeholders) to ensure the period from Secretarial approval to implementation is filled with many and varied exchanges of information with all groups.

VI. REALIGNMENT COMMITTEE

A Realignment Committee has been established and is conducting meetings to create a means for active and robust community and stakeholder engagement in assisting the County in its transition planning and monitoring efforts for the LME-MCO realignment; to facilitate input and feedback from subject matter experts; and to assist in this transition and helping ensure it is as seamless as possible. The Committee membership includes the following members:

- | | |
|---------------------------------------|---------------------------------|
| • County Manager | • DHS Director |
| • County Commissioner | • Community Health Board Member |
| • Health Director | • District Attorney |
| • United Way Director | • County Attorney |
| • Sheriff | • County Finance Director |
| • Hospital CEO or designee | • Partners Representatives |
| • MH/SU provider serving Davie County | • IDD Provider serving Davie |

Exhibit B

Additional members from Cardinal and the local Consumers and Family Advisory Committee (CFAC) to be added once authorized to realign to continue to develop our Continuity of Services plan and our County LME-MCO Joint Transition plan.

Exhibit “D”**FINANCIAL LIABILITIES PLAN**

Davie County affirms that, to its knowledge, it has no outstanding financial liabilities to Cardinal Innovations Healthcare, nor will the County have any within 30 calendar days of the request to disengage. Should Cardinal reasonably disagree, the County will work amicably and promptly with Cardinal to resolve equitably and if unable to do so, defer the matter to the NCDHHS Secretary for resolution. Partners Health Management has agreed to work with the County to ensure its financial liabilities under maintenance of efforts requirements are not increased by realigning with Partners.



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Resolution to Disengage from Cardinal Innovations Healthcare and Transition to Partners Health Management as the County LME/MCO

WHEREAS, North Carolina General Statute §122C-115 (a3) empowers a county to choose its Local Management Entity/Managed Care Organization (LME/MCO) subject to the approval of the Secretary of the North Carolina Department of Health and Human Services; and

WHEREAS, this Board approved a resolution on June 2, 2021 to seek to disengage from Cardinal Innovations Healthcare and to join Partners Health Management, and authorized, directed and empowered the County Manager, County Attorney and others to begin that process; and

WHEREAS, the Board has received and reviewed the posted Disengagement Plan and all comments thereto and provided further public comments in Board meetings over the past several months; and

WHEREAS, the Board has received and reviewed a Continuity of Services Plan recommended by a transition committee made up of key stakeholders headed by the County Manager; and

WHEREAS, the Board has also received and reviewed a recommended Distribution of Real Property Plan reflecting known realty needed to be distributed for this LME/MCO disengagement and realignment; and

WHEREAS, the Board agrees with these three legally required plans as written and attached to this resolution; and

WHEREAS, as delegated by the County Manager, the Partners Health Management's Board of Directors has been requested to formally consider and approve the County's request to realign. It is our understanding they are ready to address approval of this realignment and are scheduled to do so on November 1, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Davie as follows:

1. Davie County approves disengagement from Cardinal Innovations Healthcare and to join Partners Health Management, effective November 1, 2021, or on such other date mutually agreed upon with the State and Partners.
2. Davie County approves the Disengagement Plan attached to this resolution.
3. Davie County approves the Continuity of Services Plan attached to this resolution.
4. Davie County approves the Distribution of Real Property Plan contained in the Disengagement Plan attached to this resolution.
5. Davie County approves the disengagement financial liabilities report, of which there are none, attached to this resolution.
6. Davie County formally requests Partners' Board of Directors to approve this realignment.



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7. The Board of Commissioners directs and empowers the County Manager and others to complete all necessary steps to effect the change in accordance with guiding statute and rules in the most expeditious manner possible.
8. The Board of Commissioners hereby authorizes the County Manager to work with the County Attorney and staff to prepare and issue an appropriate documentation, request to State, effect publications, and such other actions necessary to affect this resolution and this LME/MCO disengagement and realignment.

Adopted this 1st day of November, 2021.

Terry Renegar, Chairman of the Board of
Davie County Commissioners

Attested to:

Stacy Moyer, Clerk to the Board

Exhibit "C"**DISENGAGEMENT PLAN FROM CARDINAL INNOVATIONS HEALTHCARE
SOLUTIONS PLAN FOR DISTRIBUTION FOR REAL PROPERTY**

In accordance with State law, a written Distribution of Real Property Plan must be developed during a LME-MCO realignment process. This disengagement involves real property (land, buildings, etc.) to be distributed and the parties will resolve realty distribution, if any, upon approval to disengage.

Davie County and Cardinal Innovations Healthcare Solutions own no real property together and have no direct interests in the other's real property. Cardinal owns no real property in Davie County.

Other than its monthly allotments to Cardinal, Davie County has made no payments to Cardinal with reference to any real estate.



DAVIE COUNTY LME/MCO DISENGAGEMENT PLAN

I. PURPOSE

Davie County is dedicated to improving the quality of life of the residents who have chosen our county as their home. It is in consideration of “Safe and Healthy Community” portion of our strategic plan, your Davie County Board of County Commissioners chose to pursue a relationship with Partners Behavioral Health Management to manage our citizens’ behavioral health services funded by federal, state and county dollars, including Medicaid. Partners is a Local Management Entity/Managed Care Organization (LME/MCO), a governmental entity which manages the county’s mental health, intellectual/developmental disability and substance use services. Currently, our behavioral health services are managed by Cardinal Innovations Healthcare. However, Partners’ intentional focus on community interaction and high-engagement with stakeholders and other attributes more closely align with Davie County’s vision and strategic planning. Davie County believes this realignment will better serve the community and its needs.

To prevent disruption of the behavioral health system in our county, this “Davie County LME/MCO Disengagement Plan” has been developed to ensure a smooth and seamless transition for all involved.

Our primary focus is to carry out this process with transparency, commitment to our community, and the involvement of those who will be impacted by the change. This plan primarily outlines the process for the County’s disengagement from Cardinal. However, it necessarily also refers to the process by which engagement will occur between Davie County, Partners, and all relevant stakeholders. Partners has committed to working collaboratively with Davie County and Cardinal to ensure a smooth transition for all involved. Davie County has every confidence and expectation Cardinal will also work collaboratively and cooperatively throughout the transition process.

II. BACKGROUND

North Carolina law permits a county to choose its LME/MCO. On June 2, 2021, your Davie County Board of County Commissioners voted unanimously to disengage from its current LME/MCO, Cardinal Innovations Healthcare. Attached is a copy of the resolution adopted on June 2, 2021, and it is also on our website at <https://www.daviecountync.gov/1098/LMEMCO-Disengagement-Plan>, where other information on this process (including this Disengagement Plan) is or will be posted. Furthermore, the Davie County Board of Commissioners met on June 29, 2021 and voted unanimously to realign with Partners Behavioral Health Management.

III. RATIONALE

Davie County is committed to ensuring the best behavioral health system is available to citizens in our community. We believe transitioning to the model of service management and community engagement operated by Partners will best accomplish this goal. As we engage in analysis and review of the Partners model of operations, we conclude it is one of intentional community integration at multiple levels within the counties they service. Leadership and staff throughout Partners are engaged in relationships within their communities, actively collaborating with stakeholders, providers, consumers and others to meet the challenges faced.

Davie County supports Partners' way of managing local maintenance of effort contributions. Partners worked in collaboration with county government officials and local stakeholders to develop plans to invest those taxpayer-provided funds on mutually developed projects which have the highest level of benefit to the citizens. They provide a transparent accounting of uses of those funds to county leadership and respond to wishes of the county to target the funding to desired projects.

Davie County appreciates Partners' approach of inclusion in the provider network development. Davie County has always desired more local services and a choice for county residents. Partners' philosophy of not tightly limiting the network allows greater levels of service on both accounts. Davie County agrees with Partners' model of community priorities. Partners focuses its' attention on overarching challenges faced by most communities around the state. Their implementation model is locally driven. Philosophically, that style of execution aligns well with the views of Davie County leadership as we see healthcare best solved at the local level and not attempted as a cookie cutter, one-size-fits-all model of deliver. From a commuting pattern and "citizen flow" perspective, Davie County aligns well with Iredell County and Forsyth County and shares much in the way of normal flow of local residents. There is a greater sense of connection to Iredell County and Forsyth County for most local citizens than traveling to Charlotte or Greensboro for goods and services, including healthcare.

Partners routinely demonstrates a high level of consumer engagement when compared to other peer programs in the state. As the state reports on numbers of individuals who access care compared to the population as a whole, Partners consistently is at or near the top, indicating good accessibility of services to residents in the counties served.

Partners is also one of the highest performing programs, as evaluated by the state contract external review organization. For the past two years, Partners has been at or near the top in the total score rating the performance by the independent, external review organization, which indicates a commitment to excellence that aligns with county goals.

IV. TIMELINE

Disengagement will be effective as soon as permitted by law and reasonable. While the default effective date of nine-months, Davie County may seek to disengage and ask for realignment sooner to minimize any negative impact on Davie County consumers from a slow transition. The official disengagement date was ultimately be determined by the Secretary of North Carolina's Department of Health and Human Services (NCDHHS) to be November 1, 2021. To protect our residents in greatest need, disengagement with Cardinal will occur simultaneously with realignment or "engagement" with Partners. The process will include a minimum of 60 days for the public to review and comment on this Disengagement Plan. Following the comment period and the 30 days of posting such comments, Davie County intends to have

ready for submission the Request to Disengage documentation and will look for approval with the 90 days outlined in rule. Further, the County intends to seek a shortening of the overall nine-month requirement outlined in rule for the transition. We believe a sooner transition will best serve the county residents and minimize the delay in preventing improved services and systems from reaching their full potential.

V. DISENGAGEMENT

This Disengagement Plan serves as a guide for the steps in the process of transitioning from one LME/MCO to the other. While this plan should not be considered all-inclusive, we have made every effort to identify the areas on which we need to focus and the necessary steps to ensure the needs of our residents are met. Both Davie County and Partners are dedicated to carrying out this plan, as outlined in the following focus areas:

a. Transition Planning

To ensure active and robust community involvement in this transition and to facilitate input and feedback from subject matter experts, the Davie County Manager will form an LME/MCO Realignment Committee consisting of key County officials and agencies, Partners, and other appropriate stakeholders. This will include the following, or their representatives, plus others as appointed by the County Manager:

- County Manager (Chair)
- County HHS Director
- Chair of the Davie County Board of Commissioners
- Representative from the HHS Board
- Deputy Director of Child Welfare
- Local Mental Health / Behavioral Health / IDD Provider Director
- District Attorney
- Sheriff
- Assistant County Manager/CFO
- County Attorney
- Davie Medical Center Representative
- One or more Partners executives and directors
- Executive leadership from Cardinal Innovations (when appropriate)
- Consumer and Family Advisory Committee (CFAC) or consumer representative
- One or more Behavioral Health / IDD Provider representatives

This Committee met as needed to share information; to schedule listening and education meetings with key stakeholders (providers, consumers, advocates); to consult subject matter experts; and to assist the County and Partners in whatever tasks are needed to ensure a smooth disengagement and transition.

The County and Partners envisioned the transition plan to include “5 Ps”: People, Providers, Projects, Property and Payments. As county leadership and Partners leadership worked alongside those on the LME/MCO Realignment committee, the engagement plan that emerged was discussed during ongoing meetings with the community stakeholders. Such a plan is not a required element of the disengagement plan submitted to the Secretary for approval as noted above and is not a document other counties have published widely. However, Davie County and Partners shared a commitment to transparency and intended to be very inclusive in the development and implementation of this plan.

b. Continuity of Services Plan

Davie County recognizes the importance of ensuring services for its community are uninterrupted and are provided with high quality, timeliness and a focus on community involvement. Therefore, a separate written Continuity of Services Plan has been developed and was published shortly after the initiate Disengagement Plan was adopted. Partners has committed to ensure all current providers contracted and in good standing with Cardinal and serving our County will be contracted with Partners. Likewise, Partners intends to honor consumer service authorizations, annual plans and other documentation and decisions essential to ensure a smooth transition. In addition and as applicable, Davie County will work with Partners in the development of a strong communication plan to address and include Transitions to Community Living Initiative (TCLI) eligible individuals and their legal guardians. A copy of the Continuity of Services Plan is attached to this Plan as Exhibit "A" and incorporated into same as if fully set forth in this document.

c. Notification of Stakeholders

Davie County and Partners collaborated to notify all stakeholders impacted by this transition. Additionally, a concentrated effort will be made to solicit comments, feedback and suggestions from consumers, advocates, self-advocates, providers, State and Local consumer and Family Advisory Committees (CFACs), and all other interested parties. We used and will continue to use our usual Davie County established communication methods, including our website (primarily), mailings, stakeholder meetings, press releases, and social media messaging. All input is welcome and encouraged.

d. Community Initiatives

Davie County has ensured Partners is committed to becoming ingrained in our community and supporting our current community initiatives involving behavioral health. A list of all current, planned and proposed projects/initiatives has been compiled and agreed upon prior to the transition effective date.

e. Distribution of Real Property Plan

In accordance with State law, a written Distribution of Real Property Plan must be developed during a LME/MCO realignment process. This disengagement involves no real property (land, buildings, etc.) to be distributed, so a Plan stating as much will be posted with or shortly after this Disengagement Plan. As such, the County has determined that there is no known real property to be distributed as part of this disengagement and therefore so states in this Disengagement Plan.

f. Financial Liabilities

Davie County affirms, to its knowledge, it has no outstanding financial liabilities to Cardinal, nor will the County have any within 30 calendar days of the request to disengage. Should Cardinal reasonably disagree, the County will work amicably and promptly with Cardinal to resolve same equitably, and if unable to do so, defer the matter to the NCDHHS Secretary for resolution. Partners has agreed to work with the County to ensure its financial liabilities under maintenance of efforts requirements are not increased by realigning with Partners.

g. Written Notice to Providers Impacted by decision to disengage

Davie County and Partners collaborated to notify all provided impacted by the transition.

h. Written Notice to other Counties served by Cardinal

Davie County provided notice to all counties remaining in Cardinal's catchment area.

i. Approval by Partners' Board of Directors

Partners' Board of Directors approved a resolution authorizing Davie County to align with Partners as its LME/MCO.

VI. PUBLIC COMMENT

The law requires Davie County to seek public comment on this Disengagement Plan for 60 days from the posting of this Disengagement Plan on our website at <https://www.daviecountync.gov/1098/LMEMCO-Disengagement-Plan>. The Disengagement Plan was so posted and the County received Public comment on same through the following: online submittal form at <https://www.daviecountync.gov/1098/LMEMCO-Disengagement-Plan> and/or by mail addressed to:

Davie County Manager
ATTN: LME/MCO Realignment
123 South Main Street
Mocksville, NC 27028

Following this public comment period, the County posted all responses for an additional 30 days. Davie County took into consideration feedback received, reviewed all written plans, and now submits a written request to disengage to the Secretary of NCDHHS for approval (details of which are outlined in the NC Administrative Code referenced below.)

In keeping with our dedication to transparency, both Davie County and Partners committed to keeping the public informed during this process, including public meetings, information and listening sessions with key stakeholders and groups.

VII. AUTHORITY

This Disengagement Plan has been developed in accordance with current state laws and regulations governing a county's disengagement with an LME/MCO. Specifically, the following were used to create the plan and ensure compliance:

- North Carolina General Statute 122C-115(a3)
- North Carolina Administrative Code 10A NCAC26C.0701-.0703



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

Agenda Item Details:

Date of Meeting: November 1, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Closed Session Pursuant To: NCGS 143.318.11(A)(3) to Consult with an Attorney Employed or Retained by the Public Body in Order to Preserve the Attorney-Client Privilege Between the Attorney and the Public Body.

BACKGROUND/PURPOSE OF REQUEST: Closed Session Pursuant to: NCGS 143.318.11(a)(3) To Consult with an Attorney Employed or Retained by the Public Body in Order to Preserve the Attorney-Client Privilege Between the Attorney and the Public body.

FISCAL IMPACT: n/a

COUNTY MANAGERS; RECOMMENDATION:

<County Manager Comments Here>

ATTACHMENTS: