



AGENDA

DAVIDSON COUNTY BOARD OF COMMISSIONERS

Tuesday, September 24, 2019

6:00 PM

Commissioners' Meeting Room
913 Greensboro Street
Lexington, NC 27292

1. CALL TO ORDER
2. INVOCATION AND PLEDGE OF ALLEGIANCE
3. RECOGNITION
 - A. Recognition
 - B. Recognition - Matt Barber
4. REGISTER FOR PUBLIC ADDRESS
5. ADOPTION OF AGENDA
6. PUBLIC ADDRESS
7. PUBLIC HEARING
 - A. Rezoning Request by William C. and Misti G. Cook in Silver Hill Township Containing 2.00 +/- acres from HC to CU-HI
 - B. Rezoning Request by Christopher Lee Kindley in Boone Township Containing 1.06 +/- acres from RS to RA-1
 - C. Rezoning Request by Jay A. Outlaw in Conrad Hill Township Containing .5 +/- acre from LI to RA-3
8. ITEMS FOR DECISION/INFORMATION - CONSENT
 - A. Approval of Consent Agenda
 - B. Budget Amendments - Assistant County Manager
 - C. Approval of Minutes - September 5, 2019 and September 10, 2019 Board of Commissioners' Meetings
 - D. Request for Sewer Allocation - Aaronfield

- E. Approval of Contract for Davidson County Transportation System (DCTS) to Provide Transportation to the Services for the Blind (Winston-Salem Office)
- F. Approval of Affiliation Agreement with Gardner Webb University to Students Clinical Rotations
- G. Acceptance of 5311 Transportation Grant
- H. Appointments - Planning Committee for Aging Services
- I. Approval of Contract for Library System with World Book, Inc.
- J. Item to Set for Public Hearing - Rezoning Request by Brian Lucas and RO Lexington, LLC to Rezone 2.36 Acres in Cotton Grove Township from RA-1/2 to CU-HC
- K. Approval Letter to DOT for 5K Run - Horneytown Fire Department
- L. Approval of Memorandum of Understanding Between DavidsonWorks and NCWorks Career Centers

9. ITEMS FOR DECISION/INFORMATION - DELIBERATION

- A. Request to Schedule Public Hearing for No-Wake Zone
- B. Resolution in Support of HB 370 - An Act to Require Compliance with Immigration Detainers and Administrative Warrants
- C. Fuel Rebate Program - DCAA 2020
- D. Clean-Up of Harris Property at Fort York

10. CLOSED SESSION

- A. Closed Session
- B. Closed Session - Economic Development
- C. Return to Open Session

11. ADJOURNMENT



DAVIDSON COUNTY AGENDA ITEM

TO: BOARD OF COMMISSIONERS

DEPARTMENT: County Manager

PREPARED BY: Debbie Harris

TITLE: Recognition - Matt Barber

BACKGROUND:

Matt Barber was recently recognized with a Distinguished Service Award by the NC Association of Extension 4-H Agents. This award will be recognized at a national level at an upcoming conference in West Virginia in November. The article from *The Dispatch* is attached for your review.

RECOMMENDATION(S):

Recognize Matt Barber.

Attachments

Article from The Dispatch

4-H agent Matt Barber wins Distinguished Service Award

By Ben Coley / The Dispatch

Posted at 2:00 PM

Matt Barber, Davidson County's 4-H agent, came to Davidson County about three and a half years ago.

When he first arrived, it was clear to him that Davidson County had a commitment to 4-H. For example, the county has been represented with a district officer in each of the years he's been here.

In return, Barber shows a similar passion and professional attitude, and his efforts were recently recognized with a Distinguished Service Award by the N.C. Association of Extension 4-H Agents.

Barber said a committee of his peers votes on who gets the award.

The 4-H agent said the award re-energizes him.

"It's great," Barber said. "I think it makes it more special because it's your colleagues that are looking at it and voting on it, which I think makes it a little more special when someone who does the work you do is recognizing you're doing a good job. It'll be nice because this award is recognized on the national level, as well, so I'll get to go to West Virginia in November to the national conference. All DSA (Distinguished Service Award) winners will be recognized."

Barber, who has been a 4-H agent for a little more than seven years, said he first gained a passion for 4-H while working as an intern at a 4-H camp when he was an undergraduate student at N.C. State University. He's won several other awards for his work in 4-H and he has served as an officer on the district and state levels.

He said the success of 4-H clubs in the county are due to the support of volunteers, parents and families. Local clubs include the Davidson County Sharpshooters, Cedar Springs Club, Tyro Livestock and Homesteading and Davidson County Home Educators.

Barber said there are children in the county who live and breathe 4-H.

“I think what’s making it successful is the relationship building and showing that every kid can be a leader,” Barber said. “It’s showing you believe in them enough to push them toward taking on those responsibilities like district office, state office. We have some very amazing club leaders that have been doing this for a long time that are a support system. You have to have that in order for a county program to be successful. You have to have active kids, active parents and active club leaders and we have all that here in Davidson County.”

According to Barber, his day-to-day responsibilities vary, but the overarching goal is to serve as a support system to the 4-H clubs and line up opportunities for children.

Barber said when children get involved, they seem to get hooked and want to keep taking on more responsibilities.

“That’s the basis of what we’re supposed to do is provide these kids with opportunities to be leaders,” Barber said. “A lot of kids have it inside of them but they never get the opportunity to show it or participate in something where they can be a leader.”

He used the example of Carter Gordon, who recently served as president of the North Central District and ran for state office.

Barber said he witnessed how 4-H allowed Gordon to grow and accomplish more. The 4-H agent said he quickly built a strong relationship with some of the 4-H teenagers in the county.

“My favorite part is connecting with the kids,” Barber said. “... To see the growth in the kids is what really keeps me going and learning these skills that they can take with them well past 4-H. ... Seeing the kids build that self confidence and that resilience — those are skills they can take with them anywhere they go. Being a small part of that is what keeps me going.”

Barber said 4-H is about taking kids who want to be involved and want to be better people and helping them accomplish those two important goals.

He tells parents and interested children that the model of 4-H is to learn by doing.

“4-H is huge on leadership and citizenship,” Barber said. “(They’re) two things that I think aren’t as pushed nowadays as they used to be, so I think it’s a lost art to want to be a better citizen and want to be a better leader and that’s what 4-H is all about. It gets them outside more and gets them away from TVs and their computers, which I think is needed.”

Ben Coley can be reached at (336) 249-3981, ext. 227 or at ben.coley@the-dispatch.com.

Follow Ben on Twitter: [@LexDispatchBC](https://twitter.com/LexDispatchBC)



DAVIDSON COUNTY AGENDA ITEM

TO: BOARD OF COMMISSIONERS

DEPARTMENT: Planning and Zoning

PREPARED BY: Ms. Debbie Harris

TITLE: Rezoning Request by William C. and Misti G. Cook in Silver Hill Township
Containing 2.00 +/- acres from HC to CU-HI

BACKGROUND:

See attached Application, maps, additional background information and Resolution on Statement of Consistency.

RECOMMENDATION(S):

Applicants are requesting to rezone a portion of their land from HC to CU-HI to allow for a deer meat processing facility to be built on the site. Property is located in Silver Hill Township on the north side of NC Highway 47 approximately 1300 feet off the Bethany Road intersection. Size of the proposed cu-HI district is 2.0 acres more or less.

The property is contiguous to an already established LI district on the north and west boundaries. The use will provide a service in support to the very popular deer hunting season that occurs annually from mid-September through the end of December. There is no public sewer infrastructure available to support the proposed use, however, the Applicants will need to install a special private wastewater treatment system approved by the State.

The proposed HI district coupled with the conditions being offered will make the use harmonious with the rural agricultural activities that are ongoing in the area. Policy 4.3 of the adopted Land Development Plan lends support to the rezoning request. Staff supports the request for the stated reasons.

Attachments

Application, maps and Additional Information
Affidavit of Publication

Resolution on Statement of Consistency

DAVIDSON COUNTY PLANNING DEPARTMENT
Application for Amendment to the Davidson County Zoning Ordinance
Map or Text (Circle One)

Date: 8-1-2019 Fees Paid Rcpt. No.: 2019000133

Applicant(s): William C. Cook, Misti G. Cook

Address: 4611 NC Hwy 47 Telephone No.: 336-596-0826

Property Owner: Same.

Address: Same. Telephone No.: Same.

Property Location (General Description) Property is located on the
north side of NC Hwy 49 approximately 1300 feet east
of the Bethany Road intersection.

Township: S. Hill Map No. 15 Blk. No. Lot(s) P/O 64

Acres(more or less) 2.00± Existing Zoning District HC Proposed Zoning District: CU-HI

Legal Advertisement: Request by William C. and Misti G. Cook
to rezone property located in Silver Hill Township, Tax
Map 15, P/O Lot 64 containing approximately 2 acres
more or less. Said property is located on the north
side of NC Hwy 47 approximately 1,300 feet off the
Bethany Road intersection. Rezoning is requested to
change from that of HC, Highway Commercial District, to
that of CU-HI Conditional Use Heavy Industrial District.

Planning Board Meeting Date: 9-3-2019 6PM Recommendation: 5 to 0 Approved
9-24-2019 6PM

Public Hearing Date: Commissioners' Action:

Signature, Applicant(s) William C Cook William C. Cook
Misti G Cook, Misti G. Cook

Agent: By:

Address: Telephone No.:

Rezoning Application #2019000133 HC to CU-HI
Davidson County Planning Department

Name: William C. Cook and Misti G. Cook
Application for Amendment to the Davidson County Zoning Ordinance

Contents of Application: All applications for amendments to this ordinance, without limiting the right to file additional material, shall contain at least the following (applicant may attach additional sheets if necessary):

- (a) If the proposed amendment would require a change in the ZONING ATLAS, a fully dimensioned map at a scale of not less than 400 feet nor more than 20 feet to the inch showing the land which would be covered by the proposed amendment.
- (b) A legal description of such land, if applicable.
- (c) Any alleged error in this ordinance which would be corrected by the proposed amendment with a detailed explanation of such error in the ordinance and detailed reasons how the proposed amendment will correct same.

There does not appear to be an alleged error in the Zoning Ordinance.

- (d) The changed or changing conditions, if any, in a particular area or in the county generally, which make the proposed amendment reasonably necessary to the promotion of the public health, safety, and general welfare.

See Exhibit A (attached)

There was a similar facility up the road and was rezoned in 2012 to accommodate the same type of business.

- (e) The manner in which the proposed amendment will carry out the intent and purpose of a comprehensive plan.

See Exhibit A (attached)

I have proposed a list of conditions that I will follow through on.

- (f) All other circumstances, factors, and reasons which applicant offers in support of the proposed amendment.

See Exhibit A (attached)

Property was rezoned in 2016 for a business that was not built. We are trying to rezone the 2 acres for our business that requires HI Zoning.



Davidson County Planning Department

913 Greensboro Street
Post Office Box 1067
Lexington, North Carolina 27293-1067

Guy L. Comman, III
Planning Director

Rezoning HC to CU-HI
William C. & Misti G. Cook
Silver Hill Twp., Map 15 Lot 64

Toll Free Numbers
Lexington: 336-242-2220
Winston-Salem: 336-723-7890 ext. 2220
Denton: 336-859-2184 ext. 2220

Adjoining Property Owners

From the Tax Administrators Office as of:
08/27/2019

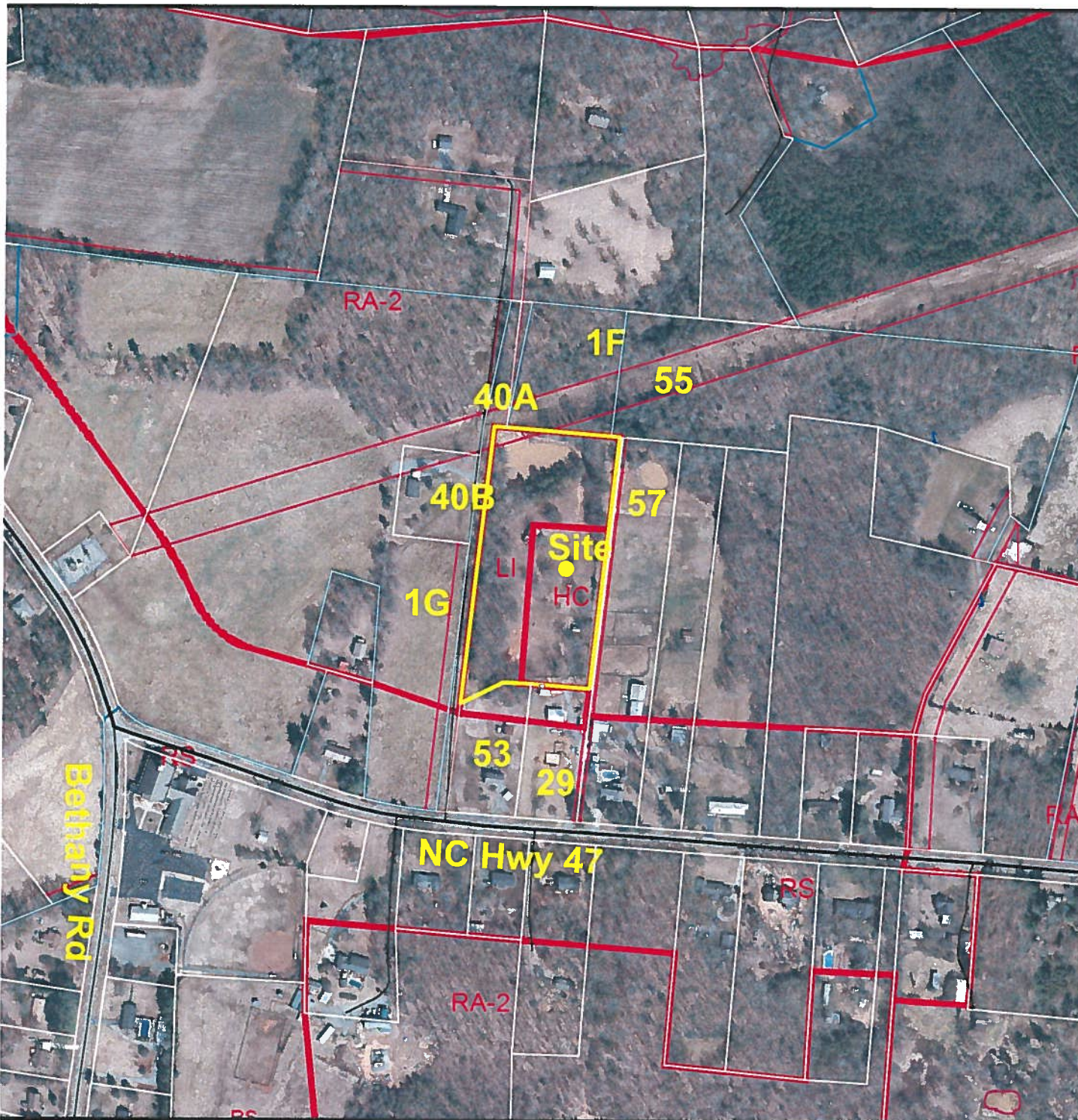
Parcel ID	Owner Name	Mailing Address
150180000001F ✓	BROADWAY BETTY ANN	649 LAKE DRIVE 10 LEXINGTON NC 27292
1501500000064 ✓	COOK WILLIAM COLEMAN	4611 NC HWY 47 LEXINGTON NC 27292
1501500000057 ✓	HUNT CHRISTI B	4641 NC HWY 47 LEXINGTON NC 27292
1501500000055 ✓	CHILTON DONNA P FLOYD	1240 HEDRICK MILL RD LEXINGTON NC 27292
1501500000053 ✓	THOMPSON BETTY MAY B	4579 NC HWY 47 LEXINGTON NC 27292-
1501500000040C ✓	COMER GISELE HEDRICK	349 PETER HEDRICK DR LEXINGTON NC 27292-
1501500000040A ✓	COMER GISELE HEDRICK	349 PETER HEDRICK DR LEXINGTON NC 27292-
1501500000029 ✓	COOK WILLIAM COLEMAN	4611 NC HWY 47 LEXINGTON NC 27292

"Planning for a Better Tomorrow"

PZ Board Mtg. Sept. 3, 2019 6PM

BOC Public Hearing Sept. 24, 2019 6PM

MAILED
8-27-2019

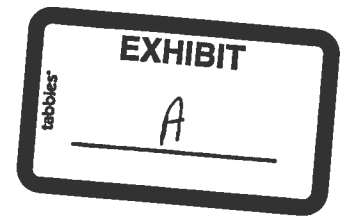


Legend

- county
- centerlines**
- SECONDARY
- INTERSTATE
- NCHWY
- USHWY
- ZONING BOUNDARIES
- PROPERTY LINES



Applicant:	
William C. & Misti G. Cook	
Property Owner:	
William C. & Misti G. Cook	
Scale 1 inch = 400 feet	Drawn By: JDT
Date: 8/20/2019	REVISED:
FROM: HC, HIGHWAY COMMERCIAL DISTRICT	
TO: HI, HEAVY INDUSTRIAL DISTRICT	
SILVER HILL TWSP, MAP 15, P/O LOT 64 CONT. 2 ACRES MORE OR LESS	
2014 Aerial Photography	



Coletown Deer Processing

- Facility will provide a necessary service to prevent littering of animal carcasses beside roadways, in proper disposal methods of game meat.
- Facility will provide a option for processing the meat of unwanted, poached, or animals killed on the road, to be utilized as a clean food source.
- Facility will have a state approved waste-water system to prevent waste-water from contaminating ground water and surface water. A state issued pump and haul permit has already been obtained.
- All solid waste will be stored in sealed barrels for no longer than 4 days and will be properly disposed of by a protein contractor.
- Proposed facility will maintain a simple, quiet, country atmosphere and will consist of 1- 1500 square foot single story building with wood siding to match many other structures on property and surrounding neighborhood.
- Property is approximately 200 yards off of Highway 47, behind a private residence with an easement driveway off of a private road. Property has natural hardwood buffers surrounding $\frac{3}{4}$ of the property lines.
- Facility will only be operational for three months of the year.
- Hours of operation will be 9 am until 9 pm, 7 days a week, lasting from Mid-September until January 1, yearly. The operation will not generate any noise pollution.



NORTH CAROLINA
Environmental Quality

July 22, 2019

ROY COOPER
Governor

MICHAEL S. REGAN
Secretary

LINDA CULPEPPER
Director

William C. Cook
Coletown Deer Processing
4611 NC Hwy 17
Lexington, North Carolina 27292

Subject: Industrial Wastewater Pump & Haul Approval
Coletown Deer Processing
Lexington, North Carolina
Davidson County
Permit No. WQ0041037

Dear Mr. Cook:

In response to your notification received on July 16, 2019, the Division of Water Quality's Winston-Salem Regional Office hereby grants approval for the pumping and hauling of process wastewater from the Coletown Deer Processing Plant. Up to 60 gallons per day (GPD) of process wastewater will drain into a 1,000-gallon holding tank and will be pumped out of the tank and hauled to the City of Lexington Wastewater Treatment Plant (Permit No. NC0055786) for treatment and disposal. This approval shall become voidable unless the agreements between Coletown Deer Processing, Everswing Septic Tank Service, and the Lexington Wastewater Treatment Plant for the hauling and final treatment of the wastewater are in full force and effect.

This approval shall be effective on July 22, 2019, will expire on July 22, 2024, and shall be performed in accordance with the description, terms, and conditions specified in this document. If any parts, requirements, or limitations contained in this approval are unacceptable, please provide a written response within thirty days after receipt of this approval, describing your concerns. This cover letter shall be considered a part of this approval and is therefore incorporated therein by reference.

If you have any questions regarding this approval or require any additional information, please contact Jim Gonsiewski or me at (336) 776-9800.

Sincerely,

DocuSigned by:

Lon T Snider

145B49E225C94EA

for Linda Culpepper, Director
Division of Water Resources

by Lon T. Snider
Water Quality Assistant Regional Operations Supervisor
Winston-Salem Regional Office

cc: Davidson County Environmental Health
Central files
WSRO files



North Carolina Department of Environmental Quality | Division of Water Resources

Winston-Salem Regional Office | 450 West Hanes Mill Road, Suite 300 | Winston-Salem, North Carolina 27105

336.776.9800

PERMISSION IS HEREBY GRANTED TO
Coletown Deer Processing (William C. Cook)
Davidson County
Permit No. WQ0041037

for the operation of a wastewater pump and haul activity which will consist of the pumping industrial wastewater from a 1,000-gallon holding tank and hauling said wastewater to the City of Lexington wastewater treatment plant for final treatment and disposal, pursuant to the application received July 16, 2019. Up to 60 gallons per day (GPD) of process wastewater will drain into the holding tank. This approval shall become voidable unless the agreements between Coletown Deer Processing, Everswing Septic Tank Service, and the Lexington Wastewater Treatment Plant, for the hauling and final treatment of the wastewater are in full force and effect.

This approval shall be subject to the following specified conditions and limitations:

1. This approval shall become voidable unless the pump and haul activities are carried out in a manner that has been approved by the Division of Water Resources (the Division).
2. This approval is effective only with respect to the nature and volume of wastewater described in your notification received on July 16, 2019.
3. The facilities for wastewater storage shall be properly operated, maintained and inspected at all times.
4. This approval is not transferable. In the event of sale, name change, ownership transfer or similar activities, a formal request for change must be submitted to the Division.
5. No type of wastewater other than that generated by Coletown Deer Processing, and removed from the 1,000 gallon holding tank shall be included in these pump and haul activities. **This approval specifically prohibits the inclusion of any domestic wastewater in the pump and haul activities.**
6. In the event that the facilities fail to perform satisfactorily, including the creation of nuisance conditions, Coletown Deer Processing shall cease operation of all pump and haul activities and take such immediate corrective actions as may be required by this Division.
7. Coletown Deer Processing is liable for any damages caused by a spill or failure of the pump and haul operations carried out within their premises.
8. Coletown Deer Processing shall keep an inspection log or summary including, as a minimum, the date and time of inspections, observations made, and any maintenance, repairs, or corrective actions taken by Coletown Deer Processing affecting any aspect of the pump and haul process including any significant changes which could affect the type or character of the wastewater.
9. An accurate record of the pump and haul activities must be maintained by Coletown Deer Processing, indicating:
 - a) the date wastewater is removed from the facility,
 - b) the volume of wastewater removed

Coletown Deer Processing

William C. Cook

Page 2

10. Any duly authorized officer, employee, or representative of the Division of Water Resources may, upon presentation of credentials, enter and inspect any property, premises, or place on or related to the pump and haul collection facilities at any reasonable time for the purpose of determining compliance with the Division's approval; may inspect or copy any records that must be maintained under the terms and conditions of this approval; and may obtain samples.
11. Failure to abide by the conditions and limitations contained in this approval may subject Coletown Deer Processing to appropriate enforcement actions available to the Division.
12. The granting of this approval does not preclude Coletown Deer Processing from complying with any and all statutes, rules, regulations, or ordinances which may be imposed by other government agencies (local, state, and federal) which have jurisdiction.

Noncompliance Notification:

Coletown Deer Processing shall report by telephone to the Winston-Salem Regional Office, telephone number (336) 776-9800, as soon as possible, but in no case more than twenty-four (24) hours or on the next working day following the occurrence or first knowledge of the occurrence of any of the following:

- a. Any process unit failure, due to known or unknown reasons, that render the facility incapable of adequate wastewater pre-treatment such as mechanical or electrical failures of pumps, aerators, compressors, etc.
- b. Any failure of a pumping station, force main, gravity line, etc., resulting in a by-pass directly or indirectly to receiving waters without treatment of all or any portion of the influent to such station or facility.

Persons reporting such occurrences by telephone shall also file a written report within fifteen (15) days following first knowledge of the occurrence. This report must outline the actions taken or proposed to be taken to ensure that the problem does not recur.

Approval granted this the 22nd day of July, 2019

DocuSigned by:

145849E225C94EA...

for Linda Culpepper, Director
Division of Water Resources

by Lon T. Snider
Water Quality Assistant Regional Operations Supervisor
Winston-Salem Regional Office

Staff Analysis and Recommendation for Rezoning Request Submitted by
William C. and Misti Cook

Applicants are requesting to rezone a portion of their land from HC to CU-HI to allow for a deer meat processing facility to be built on the site. Property is located in Silver Hill Township on the north side of NC Highway 47 approximately 1300 feet off the Bethany Road intersection. Size of the proposed cu-HI district is 2.0 acres more or less.

The property is contiguous to an already established LI district on the north and west boundaries. The use will provide a service in support to the very popular deer hunting season that occurs annually from mid-September through the end of December. There is no public sewer infrastructure available to support the proposed use, however, the Applicants will need to install a special private wastewater treatment system approved by the State.

The proposed HI district coupled with the conditions being offered will make the use harmonious with the rural agricultural activities that are ongoing in the area. Policy 4.3 of the adopted Land Development Plan lends support to the rezoning request. Staff supports the request for the stated reasons.

**PLANNING BOARD RESOLUTION OF RECOMMENDATION
DAVIDSON COUNTY**

Applicant: William C. and Misti G. Cook

Location: On the north side of NC Highway 47 approximately 1300 feet off the Bethany Road intersection.

Lot size: 2.00 acres more or less

Parcel ID #: Silver Hill Township, Tax Map 15, Lot 64

District: HC

Meeting Date: 9-03-19

Request: Rezone to CU-HI

Plans: GIS Map prepared by Staff on 8-20-19

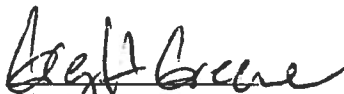
Whereas, the proposed CU-HI district is reasonable and consistent with the overall comprehensive plan for the area;

Whereas, the Planning Board convened to consider and prepare a recommendation on the application on 9-03-19, at which time the Applicant and/or Applicant's representative was given the opportunity to present arguments and County staff was given opportunity to comment on the Application; and

Whereas, the Planning Board has made the following conclusions:

- 1) **The proposed district is contiguous to an existing LI district on the northern and western boundaries;**
- 2) **The proposed use of the property as a deer meat processing facility is harmonious with southern Davidson County know for deer and turkey hunting;**
- 3) **Policy 4.3 of the adopted Land Development Plan lends support to the proposed rezoning request as presented.**

Now Therefore Be It Resolved, on the basis of the foregoing findings and conclusions that the Planning Board does hereby recommend to the Board of Commissioners that the request for rezoning to CU-HI be **GRANTED** as presented.


Chairman

Davidson County Planning Board

Date 9-03-19

AFFIDAVIT OF PUBLICATION

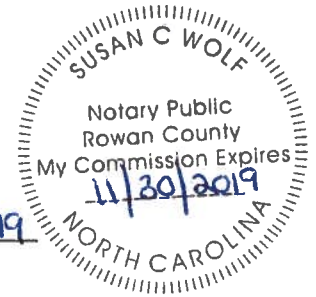
STATE OF NORTH CAROLINA
DAVIDSON COUNTY

LEXINGTON, NC SEPTEMBER 13, 2019

I, ALLISON MYERS OF THE DISPATCH, A NEWSPAPER PUBLISHED IN THE CITY OF LEXINGTON, COUNTY AND STATE AFORESAID, BEING DULY SWORN, SAYS THE FOREGOING LEGAL OF WHICH THE ATTACHED IS A TRUE COPY, WAS PUBLISHED IN SAID NEWSPAPER ONCE A WEEK FOR 2 WEEKS, BEGINNING THE 6TH DAY OF SEPTEMBER, 2019.

PUBLICATION FEE: \$ 317.90

Allison Myers (SEAL)



SWORN TO AND SUBSCRIBED BEFORE ME, THIS 13 DAY OF September 2019

Susan C. Wolf

MY COMMISSION EXPIRES 11/30/2019

Ad Copy:

NOTICE OF
PUBLIC HEARING

Notice is hereby given that a Public Hearing will be held by the Board of Commissioners of Davidson County on Tuesday, September 24, 2019 at 6:00 PM in the Commissioners Meeting Room, Governmental Center, 913 Greensboro Street in Lexington, North Carolina for the following zoning items:

ITEM #1 Request by William C. and Misti G. Cook to rezone property located in Silver Hill Township, Tax Map 15, P/O Lot 64 containing approximately 2 acres more or less. Said property is located on the north side of NC Hwy 47 approximately 1,300 feet off the Bethany Road intersection. Rezoning is requested to change from that of HC, Highway Commercial District, to that of CU-HI, Conditional Use Heavy Industrial District.

ITEM #2 Request by Christopher Lee Kindley to rezone a portion of said property in Boone Township, Tax Map 6, P/O Lot 2 containing 1.06 acres more or less. Said property is located on the northeast

corner of Boones Cave Road and North Goat Pasture Road intersection (3232 Boones Cave Road). The zoning is requested to change from that of RS, Low Intensity Residential District, to that of RA-1, Rural Agricultural District.

ITEM #3 Request by Jay A. and Bobbie T. Outlaw to rezone property located in Conrad Hill Township, Tax Map 29, P/O Lot 20 containing .5 acre more or less. Said property is located on the south side of East US Hwy 64 approximately 360 feet east of the Kepley Road intersection. Rezoning is requested to change from that of LI, Limited Industrial District, to that of RA-2, Rural Agricultural District.

As a result of the Public Hearing, substantial changes might be made in the advertised proposal reflecting objections, debate, and discussions at the hearing. All inquiries prior to the Public Hearing regarding the item mentioned above should be directed to the Davidson County Planning Department at (336)-242-2220.

Persons with disabilities who may need special accommodations to participate in this meeting should notify the County Manager's office at (336)-242-2200 at least twenty-four hours prior to the start of the meeting.

Don Truell, Chairman
Davidson County Board
of Commissioners

September 6, 13, 2019

THE DISPATCH

The Dispatch
 30 East 1st Avenue
 PO BOX 908 (27293-0908)
 Lexington, NC, 27293
 Phone: (336) 249-3981
 Fax: (336) 249-2944

DAV CO PLANNING DEPT
 N/A
 PO BOX 1067
 LEXINGTON, NC 27293

Account: 42000648
 Phone: (336)242-2220
 P.O. #:
 Ad Taken By: D009
 Receipt printed: 09/04/2019
 Receipt Number:

Order Number	Class Number	Start Run	End Run	Run Times	Lines	Description
J000650029	0002	09-06-19	09-13-19	4	88	NOTICE OF PUBLIC HEARING Notice is hereby given that a Public Hearing will be held by the Board of Commissioners of Davidson County on Tuesday, September 24, 2019 at 6:00 PM in the Commissioners Meeting Room, Governmental Center, 913 Greensboro Street in

Payment Detail	Pay Date	Type	Card or Check #	Card	Exp	Amount
Current Payment						
Order Price						\$ 317.90
Total Payments					-	\$ 0.00
Balance					=	\$ 317.90

NOTICE OF PUBLIC HEARING

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that of HC, Highway Commercial District, to that of CU-HI, Conditional Use Heavy Industrial District.

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ITEM #3 Request by Jay A. and Bobbie T. Outlaw to rezone property located in Conrad Hill Township, Tax

Map 29, P/O Lot 20 containing .5 acre more or less. Said property is located on the south side of East US Hwy 64 approximately 360 feet east of the Kepley Road intersection. Rezoning is requested to change from that of LI, Limited Industrial District, to that of RA-2, Rural Agricultural District.

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Don Truell, Chairman
Davidson County Board
of Commissioners

September 6, 13, 2019

Attention: _____ **Fax:-**

This is a final proof. If any information is incorrect, please contact your sales representative prior to the deadline of the first insertion. Otherwise your order is accepted as having been approved.

**RESOLUTION ON STATEMENT OF CONSISTENCY
DAVIDSON COUNTY BOARD OF COMMISSIONERS**

WHEREAS, in accordance with the provisions of North Carolina General Statute 153A-341, the Board of Commissioners does hereby find and determine that the adoption of the map amendment rezoning the following described property is consistent with the adopted comprehensive plan and that the adoption of the map amendment rezoning the following described property is reasonable and in the public interest due to its consistency with the comprehensive plan and, as a result, its furtherance of the goals and objectives of the comprehensive plan.

Applicant: William C. and Misti G. Cook

Location: on the north side of NC Highway 49 approximately 1300 feet east of the Bethany Road intersection.

Map and Parcel ID#: Silver Hill Township, Tax Map 15, Lot 64 (part of)

Size: 2.00 acres more or less

Action Request: HC to CU-HI

Public Hearing Date: September 3, 2019

Plans Submitted: Staff: GIS Map August 1, 2019

Whereas, the proposed CU-HI District is reasonable and consistent with the comprehensive plan for the area; and,

Whereas, the seasonal business of processing venison will be harmonious with the popular sport of deer hunting that occurs mid-September through the end of December in the county; and,

Whereas, Policy 4.3 of the adopted Land Development Plan lends support to the proposed rezoning request; and,

Whereas, the proposed district will be contiguous to the existing LI district along the northern and western boundaries.

NOW THEREFORE BE IT RESOLVED, the Davidson County Board of Commissioners does hereby approve the stated rezoning request as presented.

Adopted this 24th day of September, 2019.

Don W. Truell, Chairman
Davidson County Board of Commissioners

Deborah J. Harris, Clerk to the Board



DAVIDSON COUNTY AGENDA ITEM

TO: BOARD OF COMMISSIONERS

DEPARTMENT: Planning and Zoning

PREPARED BY: Ms. Debbie Harris

TITLE: Rezoning Request by Christopher Lee Kindley in Boone Township Containing
1.06 +/- acres from RS to RA-1

BACKGROUND:

See attached Application, maps, additional background information, legal notice and Resolution on Statement of Consistency.

RECOMMENDATION(S):

Applicants are requesting a rezoning of a portion of land containing 1.06 acres more or less in Boone Township to be rezoned from RS to that of RA-1 district. The property is located on the northeast corner of Boones Cave Road and North Goat Pasture Road.

The proposed use of the site is for a doublewide manufactured home to be established as a primary residence. An RA-1 district already exists to the south and west of the site. The request will be harmonious to the existing land uses in the vicinity. Policy 6.5 of the Land Development Plan supports the rezoning request as does Policy 6.10.

For the stated reasons, Staff will support the rezoning request as presented.

Attachments

Application, Maps and other Background Information
Affidavit of Publication
Resolution on Statement of Consistency

DAVIDSON COUNTY PLANNING DEPARTMENT
Application for Amendment to the Davidson County Zoning Ordinance
Map or Text (Circle One)

Date: 8-1-2019 Fees Paid Rcpt. No.: 2019000134

Applicant(s): Christopher Lee Kindley

Address: 3744 Sowers Rd. Linwood, NC 27299 Telephone No.: 336-491-4469

Property Owner: Stephen Sowers

Address: 3232 Boones Cave Rd. Telephone No.: 336-752-2682
Lexington, NC 27295

Property Location (General Description) located on the northeast
corner of the Boones Cave Road and North Goat Pasture

Road intersection. (3232 Boones Cave Road)

Township: Boone Map No. 6 Blk. No. - Lot(s) P/O 2

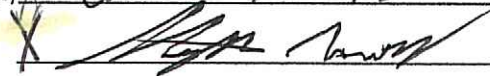
Acres (more or less) 1.06± Existing Zoning District RS Proposed Zoning District: RA-1

Legal Advertisement: Request by Christopher Lee Kindley
to rezone a portion of said property in Boone Township,
Tax Map 6, P/O Lot 2 containing 1.06 acres more or less.
Said property is located on the northeast corner of Boones
Cave Road and North Goat Pasture Road intersection
(3232 Boones Cave Road). The zoning is requested to change
from that of RS, Low Intensity Residential District, to that
of RA-1, Rural Agricultural District.

Planning Board Meeting Date: 9-3-2019 6PM Recommendation: 4 to 1 Approved

Public Hearing Date: 9-24-2019 6PM Commissioners' Action: _____

Signature, Applicant(s) X  Christopher Lee Kindley

X  Stephen Sowers

Agent: _____ By: _____

Address: _____ Telephone No.: _____

RS to that of RA-1

Davidson County Planning Department

Name: Christopher Lee Kindley (Property of Stephen Sowers)
Application for Amendment to the Davidson County Zoning Ordinance

Contents of Application: All applications for amendments to this ordinance, without limiting the right to file additional material, shall contain at least the following (applicant may attach additional sheets if necessary):

- (a) If the proposed amendment would require a change in the ZONING ATLAS, a fully dimensioned map at a scale of not less than 400 feet nor more than 20 feet to the inch showing the land which would be covered by the proposed amendment.
- (b) A legal description of such land, if applicable.
- (c) Any alleged error in this ordinance which would be corrected by the proposed amendment with a detailed explanation of such error in the ordinance and detailed reasons how the proposed amendment will correct same.

There does not appear to be an alleged error in the Davidson County Zoning Ordinance.

- (d) The changed or changing conditions, if any, in a particular area or in the county generally, which make the proposed amendment reasonably necessary to the promotion of the public health, safety, and general welfare.

All area touching this property on south and southwest sides is zoned RA-1. I will not negatively affect the public health safety or general welfare.

- (e) The manner in which the proposed amendment will carry out the intent and purpose of a comprehensive plan.

Rezoning the property to RA-1 will allow my family and I to place a doublewide manufactured home on this property.

- (f) All other circumstances, factors, and reasons which applicant offers in support of the proposed amendment.

Part of Lot 2 is adjoining RA-1 zoning on 2 sides.

This doublewide manufactured home will serve our family's residence and home on approval of the rezoning to RA-1.



Davidson County Planning Department

913 Greensboro Street
Post Office Box 1067
Lexington, North Carolina 27293-1067

RS to that of RA-1

Guy L. Cornman, III
Planning Director

Christopher Lee Kindley

Public Hearing BOC Sept. 24th, 2019

Toll Free Numbers
Lexington: 336-242-2220
Winston-Salem: 336-723-7890 ext. 2220
Denton: 336-859-2194 ext. 2220

Adjoining Property Owners

From the Tax Administrators Office as of:
08/06/2019

Parcel ID	Owner Name	Mailing Address
0400600000025 ✓	KESLER DONALD WAYNE	446 KESLER RD LEXINGTON NC 27295-
0400600000016 ✓	KESLER DONALD W	446 KESLER RD LEXINGTON NC 27295-
0400600000010 ✓	KESLER DONALD W	446 KESLER RD LEXINGTON NC 27295-
0400600000021 ✓	SHREWSBURY MIRANDA H	1372 BLAIR ST THOMASVILLE NC 27360
040060000002H ✓	MONK NATHAN W	3070 BOONES CAVE RD LEXINGTON NC 27295-
040060000002G ✓	DAVIDSON COUNTY	PO BOX 1067 LEXINGTON NC 27293-
040060000002F ✓	DAVIDSON COUNTY	PO BOX 1067 LEXINGTON NC 27293-
040060000002C ✓	KESLER DONALD WAYNE	446 KESLER RD LEXINGTON NC 27295-
040060000002A ✓	SOWERS STEPHEN	3232 BOONES CAVE ROAD LEXINGTON NC 27295-
0400600000002 ✓	SOWERS STEPHEN WADE	3232 BOONES CAVE RD LEXINGTON NC 27295-
0400600000001 ✓	SWICEGOOD PAULA H	6163 W OLD HWY 64 LEXINGTON NC 27295-
0400500000019 ✓	FRS KOONTZ LLC	3066 HAPPY HILL ROAD LEXINGTON NC 27295-
0400500000008C ✓	ALLEN CHRISTOPHER W	3852 N GOAT PASTURE ROAD LEXINGTON NC 27295-
0400500000004D ✓	SHOAF WENDELL FRANK SR	148 SHOAF ROAD LEXINGTON NC 27295-

"Planning for a Better Tomorrow"

*Parcel 0400600000002L Young, Kenan Lucas and Molly Blanchard
10438 S NC Hwy 150 (Parcel 04005000000019B)

PZ Mtg. on September 3, 2019 6PM

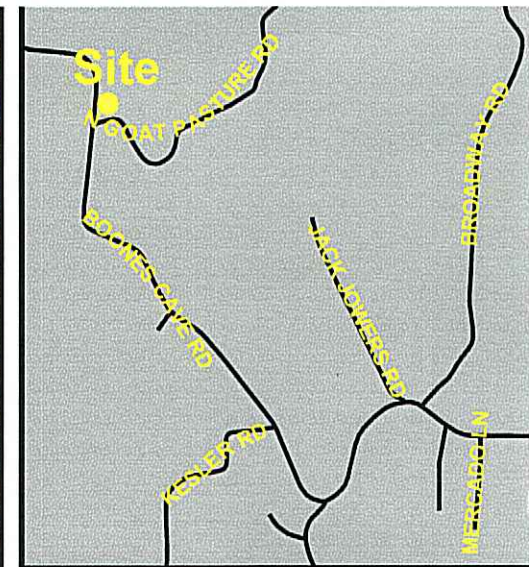
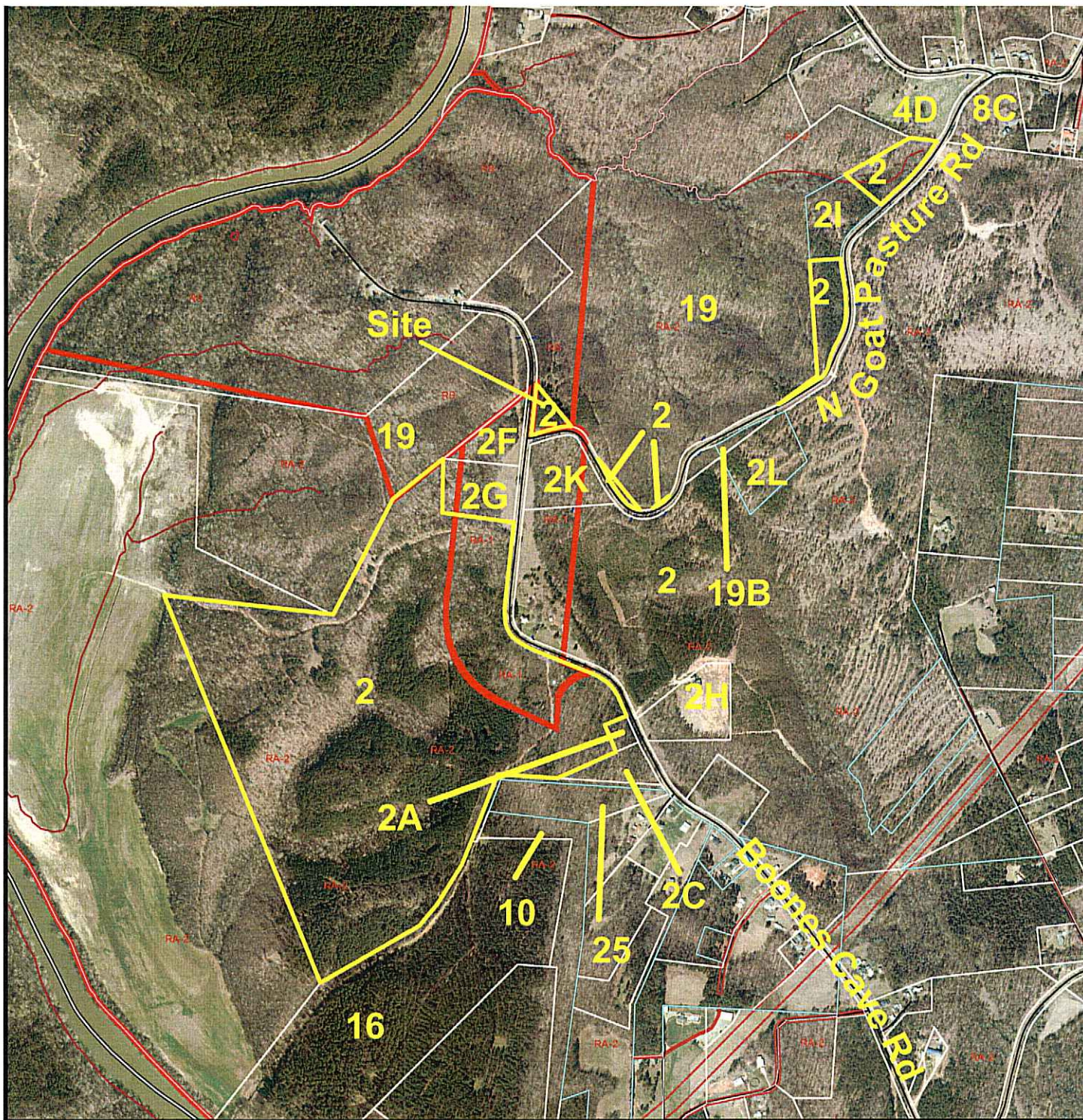
*Parcel 0400600000002K Buchanan Kevin Starr Buchanan Pennie Elain Boggs
145 St. Johns Court Clemmons, NC 27012

Boone Township

Zoning Officer: TS

Mailed notice to Applicant: Christopher Lee Kindley 3744 Sowers Rd. Linwood,
NC 27299

DATE sent to Adjoining Property Owners: _____



Legend

- county
- centerlines**
- SECONDARY
- INTERSTATE
- NCHWY
- USHWY
- ZONING BOUNDARIES
- PROPERTY LINES



Applicant:
Christopher Lee Kindley

Property Owner:
Stephen Sowers

Scale 1 inch = 1,000 feet Drawn By: TGS

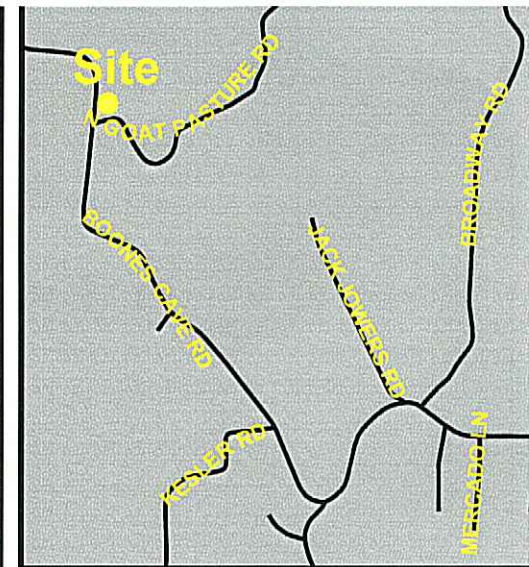
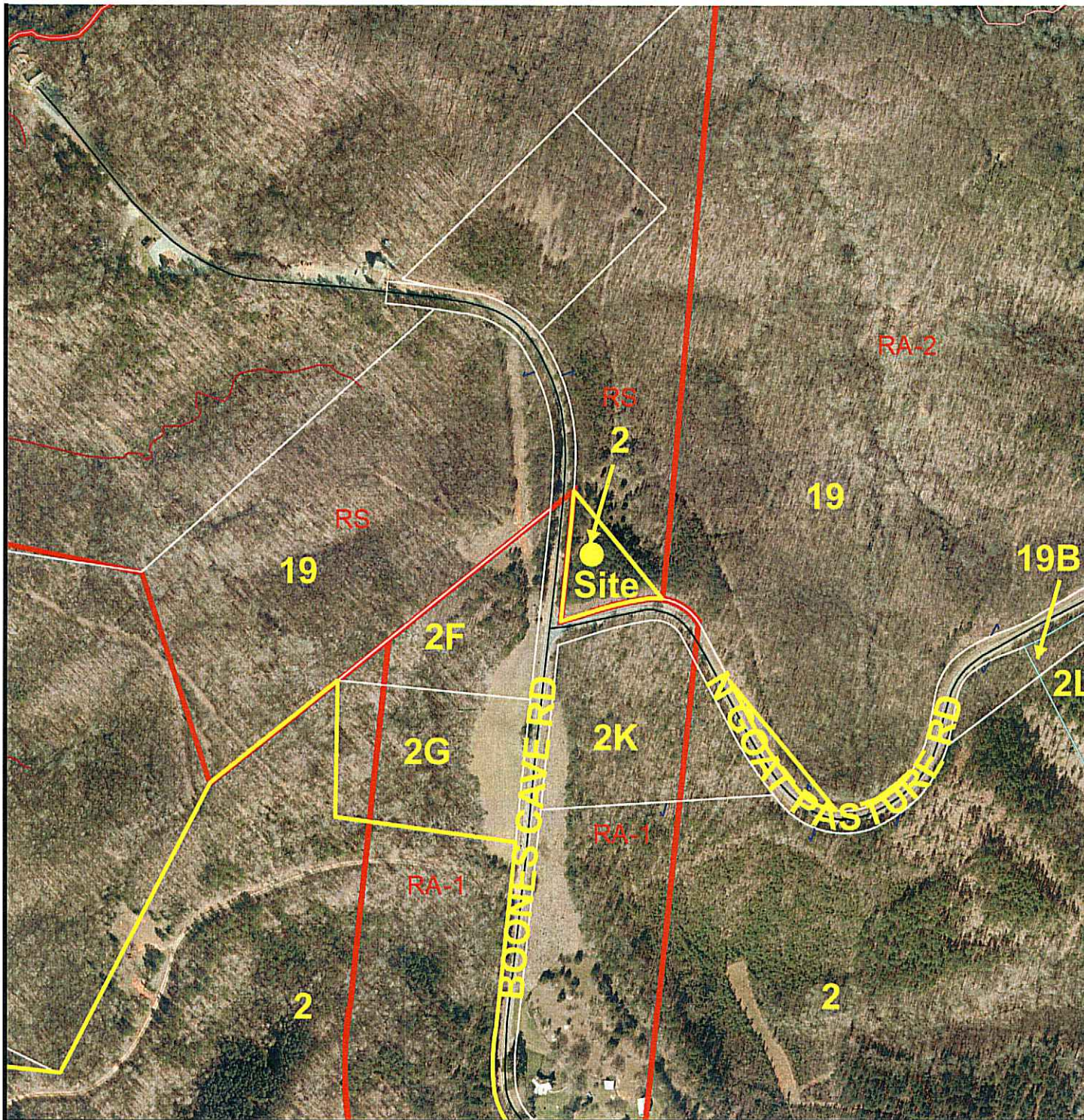
Date: 08/05/2019 REVISED:

FROM: RS, LOW INTENSITY DIST.

TO: RA-1, RURAL AGRICULTURAL DIST.

BOONE TOWNSHIP, MAP 6,
P/O LOT 2, 1.06 ACRES + OR -

2014 Aerial Photography



Legend

- county
- centerlines**
 - SECONDARY
 - INTERSTATE
 - NCHWY
 - USHWY
- ZONING BOUNDARIES
- PROPERTY LINES



Applicant:	
Christopher Lee Kindley	
Property Owner:	
Stephen Sowers	
Scale 1 inch = 396 feet	Drawn By: TGS
Date: 08/05/2019	REVISED:
FROM: RS, LOW INTENSITY DIST.	
TO: RA-1, RURAL AGRICULTURAL DIST.	
BOONE TWSP., MAP 6, P/O LOT 2, 1.06 ACRES + OR -	
2014 Aerial Photography	

**Staff Analysis and Recommendation for Rezoning
Request by Christopher Lee Kindley and Stephen Sowers**

Applicants are requesting a rezoning of a portion of land containing 1.06 acres more or less in Boone Township to be rezoned from RS to that of RA-1 district. The property is located on the northeast corner of Boones Cave Road and North Goat Pasture Road.

The proposed use of the site is for a doublewide manufactured home to be established as a primary residence. An RA-1 district already exists to the south and west of the site. The request will be harmonious to the existing land uses in the vicinity. Policy 6.5 of the Land Development Plan supports the rezoning request as does Policy 6.10.

For the stated reasons, Staff will support the rezoning request as presented.

**PLANNING BOARD RESOLUTION OF RECOMMENDATION
DAVIDSON COUNTY**

Applicant: Christopher Lee Kindley

Location: On the northeast corner of the Boone's Cave Road and North Goat Pasture Road Intersection

Lot size: 1.06 acres more or less

Parcel ID #: Boone Township, Tax Map 6, Lot 2 (portion)

District: RS

Meeting Date: 9-03-19

Request: Rezone to RA-1

Plans: GIS Map prepared by Staff on 8-05-19


Whereas, the proposed RA-1 district is reasonable and consistent with the overall comprehensive plan for the area;

Whereas, the Planning Board convened to consider and prepare a recommendation on the application on 9-03-19, at which time the Applicant and/or Applicant's representative was given the opportunity to present arguments and County staff was given opportunity to comment on the Application; and

Whereas, the Planning Board has made the following conclusions:

- 1) The proposed district is contiguous to an existing RA-1 district on the southern and western boundaries and is deemed to be reasonable and consistent with the comprehensive plan for the area;**
- 2) The proposed use of the property with a double-wide manufactured home as a residence will be harmonious with other surrounding rural residences;**
- 3) Policies 6.5 and 6.10 of the adopted Land Development Plan lend support to the proposed rezoning request as presented.**

Now Therefore Be It Resolved, on the basis of the foregoing findings and conclusions that the Planning Board does hereby recommend to the Board of Commissioners that the request for rezoning to RA-1 be **GRANTED** as presented.


Chairman

Davidson County Planning Board

Date 9-03-19

AFFIDAVIT OF PUBLICATION

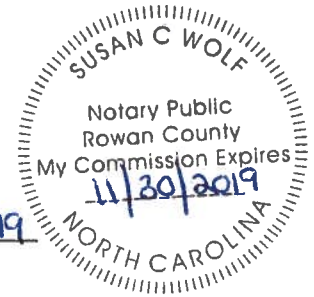
STATE OF NORTH CAROLINA
DAVIDSON COUNTY

LEXINGTON, NC SEPTEMBER 13, 2019

I, ALLISON MYERS OF THE DISPATCH, A NEWSPAPER PUBLISHED IN THE CITY OF LEXINGTON, COUNTY AND STATE AFORESAID, BEING DULY SWORN, SAYS THE FOREGOING LEGAL OF WHICH THE ATTACHED IS A TRUE COPY, WAS PUBLISHED IN SAID NEWSPAPER ONCE A WEEK FOR 2 WEEKS, BEGINNING THE 6TH DAY OF SEPTEMBER, 2019.

PUBLICATION FEE: \$ 317.90

Allison Myers (SEAL)



SWORN TO AND SUBSCRIBED BEFORE ME, THIS 13 DAY OF September 2019

Susan C. Wolf

MY COMMISSION EXPIRES 11/30/2019

Ad Copy:

NOTICE OF
PUBLIC HEARING

Notice is hereby given that a Public Hearing will be held by the Board of Commissioners of Davidson County on Tuesday, September 24, 2019 at 6:00 PM in the Commissioners Meeting Room, Governmental Center, 913 Greensboro Street in Lexington, North Carolina for the following zoning items:

- ITEM #1 Request by William C. and Misti G. Cook to rezone property located in Silver Hill Township, Tax Map 15, P/O Lot 64 containing approximately 2 acres more or less. Said property is located on the north side of NC Hwy 47 approximately 1,300 feet off the Bethany Road intersection. Rezoning is requested to change from that of HC, Highway Commercial District, to that of CU-HI, Conditional Use Heavy Industrial District.
- ITEM #2 Request by Christopher Lee Kindley to rezone a portion of said property in Boone Township, Tax Map 6, P/O Lot 2 containing 1.06 acres more or less. Said property is located on the northeast

corner of Boones Cave Road and North Goat Pasture Road intersection (3232 Boones Cave Road). The zoning is requested to change from that of RS, Low Intensity Residential District, to that of RA-1, Rural Agricultural District.

ITEM #3 Request by Jay A. and Bobbie T. Outlaw to rezone property located in Conrad Hill Township, Tax Map 29, P/O Lot 20 containing .5 acre more or less. Said property is located on the south side of East US Hwy 64 approximately 360 feet east of the Kepley Road intersection. Rezoning is requested to change from that of LI, Limited Industrial District, to that of RA-2, Rural Agricultural District.

As a result of the Public Hearing, substantial changes might be made in the advertised proposal reflecting objections, debate, and discussions at the hearing. All inquiries prior to the Public Hearing regarding the item mentioned above should be directed to the Davidson County Planning Department at (336)-242-2220.

Persons with disabilities who may need special accommodations to participate in this meeting should notify the County Manager's office at (336)-242-2200 at least twenty-four hours prior to the start of the meeting.

Don Truell, Chairman
Davidson County Board
of Commissioners

September 6, 13, 2019

THE DISPATCH

The Dispatch
 30 East 1st Avenue
 PO BOX 908 (27293-0908)
 Lexington, NC, 27293
 Phone: (336) 249-3981
 Fax: (336) 249-2944

DAV CO PLANNING DEPT
 N/A
 PO BOX 1067
 LEXINGTON, NC 27293

Account: 42000648
 Phone: (336)242-2220
 P.O. #:
 Ad Taken By: D009
 Receipt printed: 09/04/2019
 Receipt Number:

Order Number	Class Number	Start Run	End Run	Run Times	Lines	Description
J000650029	0002	09-06-19	09-13-19	4	88	NOTICE OF PUBLIC HEARING Notice is hereby given that a Public Hearing will be held by the Board of Commissioners of Davidson County on Tuesday, September 24, 2019 at 6:00 PM in the Commissioners Meeting Room, Governmental Center, 913 Greensboro Street in

Payment Detail	Pay Date	Type	Card or Check #	Card	Exp	Amount
Current Payment						
Order Price						\$ 317.90
Total Payments					-	\$ 0.00
Balance					=	\$ 317.90

NOTICE OF PUBLIC HEARING

Notice is hereby given that a Public Hearing will be held by the Board of Commissioners of Davidson County on Tuesday, September 24, 2019 at 6:00 PM in the Commissioners Meeting Room, Governmental Center, 913 Greensboro Street in Lexington, North Carolina for the following zoning items:

ITEM #1 Request by William C. and Misti G. Cook to rezone property located in Silver Hill Township, Tax Map 15, P/O Lot 64 containing approximately 2 acres more or less. Said property is located on the north side of NC Hwy 47 approximately 1,300 feet off the Bethany Road intersection. Rezoning is requested to change from

that of HC, Highway Commercial District, to that of CU-HI, Conditional Use Heavy Industrial District.

ITEM #2 Request by Christopher Lee Kindley to rezone a portion of said property in Boone Township, Tax Map 6, P/O Lot 2 containing 1.06 acres more or less. Said property is located on the northeast corner of Boones Cave Road and North Goat Pasture Road intersection (3232 Boones Cave Road). The zoning is requested to change from that of RS, Low Intensity Residential District, to that of RA-1, Rural Agricultural District.

ITEM #3 Request by Jay A. and Bobbie T. Outlaw to rezone property located in Conrad Hill Township, Tax

Map 29, P/O Lot 20 containing .5 acre more or less. Said property is located on the south side of East US Hwy 64 approximately 360 feet east of the Kepley Road intersection. Rezoning is requested to change from that of LI, Limited Industrial District, to that of RA-2, Rural Agricultural District.

As a result of the Public Hearing, substantial changes might be made in the advertised proposal reflecting objections, debate, and discussions at the hearing. All inquiries prior to the Public Hearing regarding the item mentioned above should be directed to the Davidson County Planning Department at (336)-242-2220.

Persons with disabilities who may need special accommodations to participate in this meeting should notify the County Manager's office at (336)-242-2200 at least twenty-four hours prior to the start of the meeting.

Don Truell, Chairman
Davidson County Board
of Commissioners

September 6, 13, 2019

Attention: _____ **Fax:-**

This is a final proof. If any information is incorrect, please contact your sales representative prior to the deadline of the first insertion. Otherwise your order is accepted as having been approved.

**RESOLUTION ON STATEMENT OF CONSISTENCY
DAVIDSON COUNTY BOARD OF COMMISSIONERS**

WHEREAS, in accordance with the provisions of North Carolina General Statute 153A-341, the Board of Commissioners does hereby find and determine that the adoption of the map amendment rezoning the following described property is consistent with the adopted comprehensive plan and that the adoption of the map amendment rezoning the following described property is reasonable and in the public interest due to its consistency with the comprehensive plan and, as a result, its furtherance of the goals and objectives of the comprehensive plan.

Applicant: Christopher Lee Kindley

Location: on the northeast corner of the Boones Cave Road and North Goat Pasture Road intersection. (3232 Boones Cave Road)

Map and Parcel ID#: Boone Township, Tax Map 6, Lot 2 (part of)

Size: 1.06 acres more or less

Action Request: RS to RA-1

Public Hearing Date: September 3, 2019

Plans Submitted: Staff: GIS Map August 1, 2019

Whereas, rezoning property to RA-1 is reasonable and consistent with comprehensive plan for the area; and,

Whereas, the property is contiguous to existing RA- 1 district to the south and west sides of the subject property; and,

Whereas, the area has a variety of housing stock in the vicinity for single family residences; and,

Whereas, Policy 6.5 and 6.10 of the adopted land Development Plan lend support to the proposed rezoning request.

NOW THEREFORE BE IT RESOLVED, the Davidson County Board of Commissioners does hereby approve the stated rezoning request as presented.

Adopted this 24th day of September, 2019.

Don W. Truell, Chairman
Davidson County Board of Commissioners

Deborah J. Harris, Clerk to the Board



DAVIDSON COUNTY AGENDA ITEM

TO: BOARD OF COMMISSIONERS

DEPARTMENT: Planning and Zoning

PREPARED BY: Ms. Debbie Harris

TITLE: Rezoning Request by Jay A. Outlaw in Conrad Hill Township Containing .5 +/-
acre from LI to RA-3

BACKGROUND:

See attached Application, map, additional background information, legal notice and Resolution on Statement of Consistency.

RECOMMENDATION(S):

Applicant is seeking to have rezoned a portion of a lot he purchased containing .50 acre more or less from LI to that of RA-3 district. Applicant intends to build a residence at this location on the south side of East US Highway 64 approximately 360 feet east of the Kepley Road intersection.

The proposed district is contiguous to an existing RA-3 district on the western and southern boundaries. RA-3 is also directly across from the site on the north side of US Highway 64. The proposed district would be consistent with the comprehensive plan for the area given there are a number of rural residential homesites located in the immediate vicinity.

Policy 6.10 and Policy 7 .3 lend support to the requested rezoning of said property to RA-3. For the stated reasons, Staff will recommend approval to the rezoning request as presented.

Attachments

Application, Maps and Additional Background Information
Affidavit of Publication
Resolution on Statement of Consistency

DAVIDSON COUNTY PLANNING DEPARTMENT
Application for Amendment to the Davidson County Zoning Ordinance
Map or Text (Circle One)

Date: 8-5-2019 Fees Paid Rcpt. No.: 2019000135

Applicant(s): Jay A. Outlaw

Address: 6990 Highway 64 East Telephone No. 336-596-2842
Lexington, NC 27292

Property Owner: Jay A. Outlaw and Bobbie T. Outlaw

Address: Same. Telephone No.: Same.

Property Location (General Description) Property is located on the south
side of East US Highway 64 approximately 360 feet east of
the Kepley Road intersection.

Township: Conrad Hill Map No. 29 Blk. No. - Lot(s) P/0 Lot 20

Acres (more or less) .5 Existing Zoning District LI Proposed Zoning District: RA-2

Legal Advertisement: Request by Jay A. and Bobbie T.

Outlaw to rezone property located in Conrad Hill
Township, Tax Map 29, P/0 Lot 20 containing .5 acre
more or less. Said property is located on the south
side of East US Hwy 64 approximately 360 feet east
of the Kepley Road intersection. Rezoning is requested
to change from that of LI, Limited Industrial District,
to that of RA-2 Rural Agricultural District.

Planning Board Meeting Date: 9-3-2019 6PM Recommendation: 5 to 0 Approved

Public Hearing Date: 9-24-2019 6PM Commissioners' Action: _____

Signature, Applicant(s) X Jay A. Outlaw Jay A. Outlaw

Bobbie T. Outlaw Bobbie T. Outlaw

Agent: _____ By: _____

Address: _____ Telephone No.: _____

2019000135

Rezoning from LI to RA-2

Davidson County Planning Department

Name: Jay A. Outlaw

Application for Amendment to the Davidson County Zoning Ordinance

Contents of Application: All applications for amendments to this ordinance, without limiting the right to file additional material, shall contain at least the following (applicant may attach additional sheets if necessary):

- (a) If the proposed amendment would require a change in the ZONING ATLAS, a fully dimensioned map at a scale of not less than 400 feet nor more than 20 feet to the inch showing the land which would be covered by the proposed amendment.
- (b) A legal description of such land, if applicable.
- (c) Any alleged error in this ordinance which would be corrected by the proposed amendment with a detailed explanation of such error in the ordinance and detailed reasons how the proposed amendment will correct same.

There does not appear to be an alleged error in the Zoning Ordinance.

- (d) The changed or changing conditions, if any, in a particular area or in the county generally, which make the proposed amendment reasonably necessary to the promotion of the public health, safety, and general welfare.

We bought the property to build a residence to live in.

- (e) The manner in which the proposed amendment will carry out the intent and purpose of a comprehensive plan.

The rezoning to RA-2 will allow us to get a home built and move into it.

- (f) All other circumstances, factors, and reasons which applicant offers in support of the proposed amendment.

The present zoning will not permit us to build a home on it because it is zoned LI.



Davidson County Planning Department

913 Greensboro Street
Post Office Box 1067
Lexington, North Carolina 27293-1067

Guy L. Comman, III
Planning Director

Jay and Bobbie Outlaw
Rezoning from LI to RA-2
Conrad Hill Twp. Map 29 P/O Lot 20

Toll Free Numbers
Lexington: 336-242-2220
Winston-Salem: 336-723-7890 ext. 2220
Denton: 336-859-2194 ext. 2220

Adjoining Property Owners

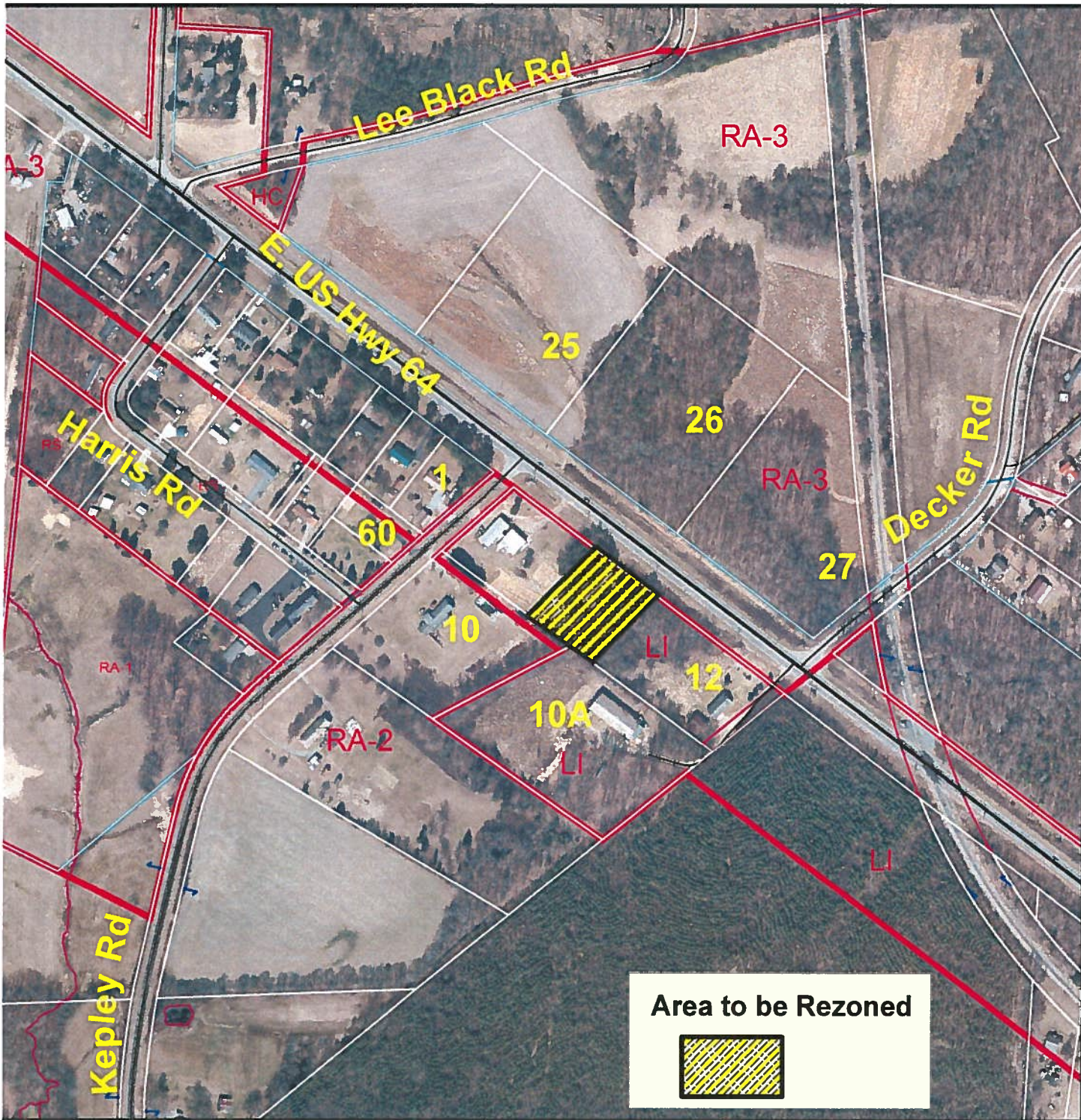
From the Tax Administrators Office as of:
08/27/2019

Parcel ID	Owner Name	Mailing Address
05029A00A0060	LAMBETH OSCAR DAVID	2381 KEPLEY RD LEXINGTON NC 27292-
05029A00A0001	MCDANIEL DENNIS M	6592 EAST US HWY 64 LEXINGTON NC 27292-
0502900000027	EVERHART GLENDA B	116 ARBOR DRIVE LEXINGTON NC 27292-
0502900000026	BECK EDDY LYNN	P O BOX 1786 LEXINGTON NC 27293-
0502900000025	CONRAD CLARENCE R TRUSTEE	1270 BECKS NURSERY RD LEXINGTON NC 27292
0502900000020	BLAKLEY CARLOS WRIGHT	6504 E US HIGHWAY 64 LEXINGTON NC 27292-
0502900000012	PIERSON NOEMI	6762 E US HWY 64 LEXINGTON NC 27292
0502900000010A	SMITH DAVID	1463 ROBERT BECK RD LEXINGTON NC 27292
0502900000010	WILLIAMSON MICHAEL S	2368 KEPLEY ROAD LEXINGTON NC 27292-

"Planning for a Better Tomorrow"

PZ Meeting: Sept. 3rd, 2019 6PM








BOC Public Hearing: Sept. 24, 2019 6PM



Area to be Rezoned




Legend

-  county
- centerlines**
-  SECONDARY
-  INTERSTATE
-  NCHWY
-  USHWY
-  ZONING BOUNDARIES
-  PROPERTY LINES



Applicant:	
Jay A. & Bobbie T. Outlaw	
Property Owner:	
Jay A. & Bobbie T. Outlaw	
Scale 1 inch = 350 feet	Drawn By: JDT
Date: 8/20/2019	REVISED:
FROM: LI, LOW INTENSITY RESIDENTIAL DISTRICT	
TO: RA-3, RURAL AGRICULTURAL DISTRICT	
CONRAD HILL TWSP, MAP 29, P/O LOT 20 CONT. 0.5 ACRES MORE OR LESS	
2014 Aerial Photography	

STAFF ANALYSIS AND RECOMMENDATION FOR REZONING REQUEST

BY JAY OUTLAW

Applicant is seeking to have rezoned a portion of a lot he purchased containing .50 acre more or less from LI to that of RA-3 district. Applicant intends to build a residence at this location on the south side of East US Highway 64 approximately 360 feet east of the Kepley Road intersection.

The proposed district is contiguous to an existing RA-3 district on the western and southern boundaries. RA-3 is also directly across from the site on the north side of US Highway 64. The proposed district would be consistent with the comprehensive plan for the area given there are a number of rural residential homesites located in the immediate vicinity.

Policy 6.10 and Policy 7.3 lend support to the requested rezoning of said property to RA-3. For the stated reasons, Staff will recommend approval to the rezoning request as presented.

**PLANNING BOARD RESOLUTION OF RECOMMENDATION
DAVIDSON COUNTY**

Applicant: Jay Outlaw

Location: On the south side of E US Highway 64 approximately 360 feet east of the Kepley Road intersection.

Lot size: .50 acre more or less

Parcel ID #: Conrad Hill Township, Tax Map 29, Lot 20 (portion)

District: LI

Meeting Date: 9-03-19

Request: Rezone to RA-2

Plans: GIS Map prepared by Staff on 8-20-19

Whereas, the proposed RA-2 district is reasonable and consistent with the overall comprehensive plan for the area;

Whereas, the Planning Board convened to consider and prepare a recommendation on the application on 9-03-19, at which time the Applicant and/or Applicant's representative was given the opportunity to present arguments and County staff was given opportunity to comment on the Application; and

Whereas, the Planning Board has made the following conclusions:

- 1) **The proposed district is contiguous to an existing RA-3 district on the southern and western boundaries;**
- 2) **The proposed use of the property as a single family residential home site will be harmonious with other residences in the area;**
- 3) **Policy 6.10 and Policy 7.3 of the adopted Land Development Plan lend support to the proposed rezoning request as presented.**

Now Therefore Be It Resolved, on the basis of the foregoing findings and conclusions that the Planning Board does hereby recommend to the Board of Commissioners that the request for rezoning to RA-3 be **GRANTED** as presented.


Chairman

Davidson County Planning Board

Date 9-03-19

AFFIDAVIT OF PUBLICATION

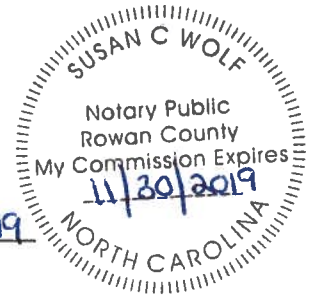
STATE OF NORTH CAROLINA
DAVIDSON COUNTY

LEXINGTON, NC SEPTEMBER 13, 2019

I, ALLISON MYERS OF THE DISPATCH, A NEWSPAPER PUBLISHED IN THE CITY OF LEXINGTON, COUNTY AND STATE AFORESAID, BEING DULY SWORN, SAYS THE FOREGOING LEGAL OF WHICH THE ATTACHED IS A TRUE COPY, WAS PUBLISHED IN SAID NEWSPAPER ONCE A WEEK FOR 2 WEEKS, BEGINNING THE 6TH DAY OF SEPTEMBER, 2019.

PUBLICATION FEE: \$ 317.90

Allison Myers (SEAL)



SWORN TO AND SUBSCRIBED BEFORE ME, THIS 13 DAY OF September 2019

Susan C. Wolf

MY COMMISSION EXPIRES 11/30/2019

Ad Copy:

NOTICE OF
PUBLIC HEARING

Notice is hereby given that a Public Hearing will be held by the Board of Commissioners of Davidson County on Tuesday, September 24, 2019 at 6:00 PM in the Commissioners Meeting Room, Governmental Center, 913 Greensboro Street in Lexington, North Carolina for the following zoning items:

- ITEM #1 Request by William C. and Misti G. Cook to rezone property located in Silver Hill Township, Tax Map 15, P/O Lot 64 containing approximately 2 acres more or less. Said property is located on the north side of NC Hwy 47 approximately 1,300 feet off the Bethany Road intersection. Rezoning is requested to change from that of HC, Highway Commercial District, to that of CU-HI, Conditional Use Heavy Industrial District.
- ITEM #2 Request by Christopher Lee Kindley to rezone a portion of said property in Boone Township, Tax Map 6, P/O Lot 2 containing 1.06 acres more or less. Said property is located on the northeast

corner of Boones Cave Road and North Goat Pasture Road intersection (3232 Boones Cave Road). The zoning is requested to change from that of RS, Low Intensity Residential District, to that of RA-1, Rural Agricultural District.

ITEM #3 Request by Jay A. and Bobbie T. Outlaw to rezone property located in Conrad Hill Township, Tax Map 29, P/O Lot 20 containing .5 acre more or less. Said property is located on the south side of East US Hwy 64 approximately 360 feet east of the Kepley Road intersection. Rezoning is requested to change from that of LI, Limited Industrial District, to that of RA-2, Rural Agricultural District.

As a result of the Public Hearing, substantial changes might be made in the advertised proposal reflecting objections, debate, and discussions at the hearing. All inquiries prior to the Public Hearing regarding the item mentioned above should be directed to the Davidson County Planning Department at (336)-242-2220.

Persons with disabilities who may need special accommodations to participate in this meeting should notify the County Manager's office at (336)-242-2200 at least twenty-four hours prior to the start of the meeting.

Don Truell, Chairman
Davidson County Board
of Commissioners

September 6, 13, 2019

THE DISPATCH

The Dispatch
 30 East 1st Avenue
 PO BOX 908 (27293-0908)
 Lexington, NC, 27293
 Phone: (336) 249-3981
 Fax: (336) 249-2944

DAV CO PLANNING DEPT
 N/A
 PO BOX 1067
 LEXINGTON, NC 27293

Account: 42000648
 Phone: (336)242-2220
 P.O. #:
 Ad Taken By: D009
 Receipt printed: 09/04/2019
 Receipt Number:

Order Number	Class Number	Start Run	End Run	Run Times	Lines	Description
J000650029	0002	09-06-19	09-13-19	4	88	NOTICE OF PUBLIC HEARING Notice is hereby given that a Public Hearing will be held by the Board of Commissioners of Davidson County on Tuesday, September 24, 2019 at 6:00 PM in the Commissioners Meeting Room, Governmental Center, 913 Greensboro Street in

Payment Detail	Pay Date	Type	Card or Check #	Card	Exp	Amount
Current Payment						
Order Price						\$ 317.90
Total Payments					-	\$ 0.00
Balance					=	\$ 317.90

NOTICE OF PUBLIC HEARING

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that of HC, Highway Commercial District, to that of CU-HI, Conditional Use Heavy Industrial District.

ITEM #2 Request by Christopher Lee Kindley to rezone a portion of said property in Boone Township, Tax Map 6, P/O Lot 2 containing 1.06 acres more or less. Said property is located on the northeast corner of Boones Cave Road and North Goat Pasture Road intersection (3232 Boones Cave Road). The zoning is requested to change from that of RS, Low Intensity Residential District, to that of RA-1, Rural Agricultural District.

ITEM #3 Request by Jay A. and Bobbie T. Outlaw to rezone property located in Conrad Hill Township, Tax

Map 29, P/O Lot 20 containing .5 acre more or less. Said property is located on the south side of East US Hwy 64 approximately 360 feet east of the Kepley Road intersection. Rezoning is requested to change from that of LI, Limited Industrial District, to that of RA-2, Rural Agricultural District.

As a result of the Public Hearing, substantial changes might be made in the advertised proposal reflecting objections, debate, and discussions at the hearing. All inquiries prior to the Public Hearing regarding the item mentioned above should be directed to the Davidson County Planning Department at (336)-242-2220.

Persons with disabilities who may need special accommodations to participate in this meeting should notify the County Manager's office at (336)-242-2200 at least twenty-four hours prior to the start of the meeting.

Don Truell, Chairman
Davidson County Board
of Commissioners

September 6, 13, 2019

Attention: _____ **Fax:-**

This is a final proof. If any information is incorrect, please contact your sales representative prior to the deadline of the first insertion. Otherwise your order is accepted as having been approved.

**RESOLUTION ON STATEMENT OF CONSISTENCY
DAVIDSON COUNTY BOARD OF COMMISSIONERS**

WHEREAS, in accordance with the provisions of North Carolina General Statute 153A-341, the Board of Commissioners does hereby find and determine that the adoption of the map amendment rezoning the following described property is consistent with the adopted comprehensive plan and that the adoption of the map amendment rezoning the following described property is reasonable and in the public interest due to its consistency with the comprehensive plan and, as a result, its furtherance of the goals and objectives of the comprehensive plan.

Applicant: Jay A. Outlaw

Location: on the south side of East US Highway 64 approximately 360 feet east of the Kepley Road intersection.

Map and Parcel ID#: Conrad Hill Township, Tax Map 29, Lot 20 (part of)

Size: .5 acre more or less

Action Request: LI to RA-2

Public Hearing Date: September 3, 2019

Plans Submitted: Staff: GIS Map August 5, 2019

Whereas, the Proposed rezoning is reasonable and consistent with the overall comprehensive plan of the area; and,

Whereas, the proposed district is contiguous to an already established RA-3 district on the southern and western boundaries; and,

Whereas, Policies 6.10 and 7.3 of the adopted Land Development Plan lend support to the rezoning request as presented.

NOW THEREFORE BE IT RESOLVED, the Davidson County Board of Commissioners does hereby approve the stated rezoning request as presented.

Adopted this 24th day of September, 2019.

Don W. Truell, Chairman
Davidson County Board of Commissioners

Deborah J. Harris, Clerk to the Board



DAVIDSON COUNTY

AGENDA ITEM

TO: BOARD OF COMMISSIONERS

DEPARTMENT: County Manager

PREPARED BY: Casey Smith

TITLE: Budget Amendments - Assistant County Manager

BACKGROUND:

- 1) DavidsonWorks has received notification of an additional \$65,000 in state funds to collaborate with DCCC to assist students with unforeseen financial emergencies, in order to continue with job related training.
- 2) Currently, P&R staff mow the grounds at the I-85 Corporate Center. There is a need for a new mower, which is safer for trimming small hills / mounds etc. Staff has recently used a demo version of Cud Cadet mower, which is much more suited for such mowing activities. Staff recommends approval to purchase the demo mower, as P&R staff continuing to the park is much more less expensive than a contract mowing service. The total for the mower (price + taxes) equals \$12,655.

RECOMMENDATION(S):

- 1) Staff recommends approval to amend DavidsonWorks current FY 2020 Budget by \$65,000 (142-5162-462.50-19 – Adult Participant Services) to account for additional state funds (Intergovernmental Revenue – 142-9701-332.40-46 – WIOA Adult Finish Line Grant) provided to collaborate with DCCC to assist students with unforeseen financial emergencies, in order to continue with job related training.
- 2) Staff recommends approval to transfer \$12,655 from County Contingency (110-9801-482.99-00) to Parks and Recreation Capital Outlay - Equipment (110-5501-453.70-15) in order to purchase the Cud Cadet demo mower (which has 20 hours < seat time) to continue mowing the I-85 Corporate Center grounds safely. After the park is complete and the County is no longer in charge of mowing, P&R staff will utilize this mower for County park grounds maintenance.

Attachments

- 1) DavidsonWorks Budget Amendment
- 2) P&R Mower Price Quote

AUTHORIZATION IS HEREBY REQUESTED TO AMEND THE **2019-2020** BUDGET

ORDINANCE FOR DAVIDSON COUNTY IN THE FOLLOWING MANNER:

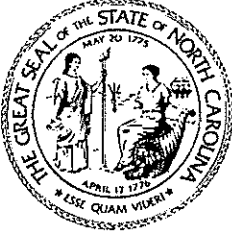
FUND OR DEPARTMENT **DavidsonWorks**

Additional funds received from the State Division of Workforce Solutions (DWS) to partnership with DCCC to help students who face unforeseen financial emergencies to complete their training

Account #	Description	Increase	Decrease
Revenue			
142-9701-332.40-46	WIOA Adult Finish Line Grant	\$ 65,000.00	
Expenditure account			
142-5162-462.50-19	Adult Participant Services	\$ 65,000.00	

Pamela Walton
 Pam Walton
 DavidsonWorks Director

9/11/2019
 Date



ROY COOPER
Governor

ANTHONY M. COPELAND
Secretary

September 10, 2019

Ms. Pamela Walton, Director
DavidsonWorks, Inc.
555 West Center Street Extension
Lexington, NC 27293

Dear Ms. Walton:

This document is authorization of Notice of Fund Availability (NFA) # 4000018835. This NFA provides funding under the following terms:

- 1) Your agency's Grant Administration Agreement with the Division of Workforce Solutions,
- 2) U.S. Department of Labor Grant Award Number AA-32191-18-55-A-37, and
- 3) Catalog of Federal Domestic Assistance Authority (CFDA) number(s): 17.278.

NFA details are provided in the table below.

Program Year	Category	Fund Code	Amount	Expiration Date
2018	8077 - FLG Davidson - Davidson CC	4050 - WIOA STATEWIDE ACTIVITIES	\$65,000.00	06/30/2020

Please contact your Division Planner if you have questions.

Sincerely,

Agreta Limerick
Chief of Planning and Policy Development

Davidson County Parks and Rec

09/11/2019

Cub Cadet Pro Z 972 SD

Quote:	List	Sale w/Bid Assist & Demo Discount
	\$15999.00	\$11799.00
		plus tax

35HP 999cc KW FX 1000v 72"Fabricated Deck 16cc Parker HTG,Adjustable ROPS,New HD Spindle, Power-Lift,12v Outlet, Dual Wheels

- 72" triple-7-gauge fabricated steel cutting deck with top, bottom and side reinforcements
- 35 HP Kawasaki FX1000v (999cc) engine and 16cc Parker HTG transmission
- 3-year limited commercial warranty (no hour limitations) and 5 year / 1,750 hour limited deck construction warranty



Craig Tedder



DAVIDSON COUNTY AGENDA ITEM

TO: BOARD OF COMMISSIONERS

DEPARTMENT: County Commissioners

PREPARED BY: Ms. Debbie Harris

TITLE: Approval of Minutes - September 5, 2019 and September 10, 2019 Board of Commissioners' Meetings

BACKGROUND:

Attached for your review and consideration are Minutes from the September 5, 2019 and September 10, 2019 Board of Commissioners' Meetings.

RECOMMENDATION(S):

Approve or revise and approve.

Attachments

September 5, 2019 Board of Commissioners' Meeting Minutes
September 10, 2019 Board of Commissioners' Meeting Minutes

Minutes of the Regular Board of Commissioners Meeting Davidson County, North Carolina

Thursday, September 5, 2019
8:00 AM

Rittling Conference Center
Davidson County Community College

PRESENT

Commissioners: Chairman Don Truell, Vice-Chairman Steve Shell, Zak Crotts, Chris Elliott, Fred McClure, Karen Watford and Todd Yates.

OTHERS PRESENT

County Manager Zeb Hanner, County Attorney Chuck Frye, Assistant County Manager Casey Smith, Clerk to the Board Debbie Harris, IT Director Joel Hartley, Planning and Zoning Director Guy Cornman, Parks and Recreation Director Thomas Marshburn, DSS Director Dale Moorefield, Cooperative Extension Director Troy Coggins, Soil and Water Director Andy Miller, Library Director Sheila Killebrew, Health Director Lillian Koontz, Senior Services Director Thessia Everhart-Roberts, Emergency Services Director Larry James, Support Services Director Dwayne Childress, Tax Administrator Jerry Ward, DavidsonWorks Director Pam Walton, Human Resources Director Kathy Cashion, Finance Director Jane Kiker, Veterans Services Director Rick Johnson, Integrated Solid Waste Director Charlie Brushwood, Register of Deeds Michael Horne, 911 Communications Director Rob Wilson, Transportation Director Richard Jones, Deputy DSS Director Scott Craver and Mark Weaver.

1. CALL TO ORDER

The Chairman called the Meeting to order.

2. INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation and Pledge of Allegiance were led by Commissioner Watford.

3. ADOPTION OF AGENDA

There were no changes made to the Agenda.

By a vote of 7-0 as follows, the Agenda was adopted as presented.

VOTING

Motion by: McClure, Fred
Second by: Watford, Karen

Commissioners	YES	NO	ABSTAIN	RECUSE
Don W. Truell	X			
Steve Shell	X			

Zak Crotts	X			
Chris Elliott	X			
Fred McClure	X			
Karen Watford	X			
Todd Yates	X			

4. ITEMS FOR DECISION/INFORMATION - DELIBERATION

A. Communications Training by Mark Weaver

Mr. Hanner read Mr. Weaver's bio and introduced him to the group.

Mr. Weaver provided training on Crisis Communications, Breaking Bad News to the Public and Advanced Interview Skills. A copy of the PowerPoint is included with the original Minutes.

5. ADJOURNMENT

By a vote of 7-0 as follows, the Meeting was adjourned.

VOTING

Motion by: McClure, Fred
Second by: Watford, Karen

Commissioners	YES	NO	ABSTAIN	RECUSE
Don W. Truell	X			
Steve Shell	X			
Zak Crotts	X			
Chris Elliott	X			
Fred McClure	X			
Karen Watford	X			
Todd Yates	X			

Deborah J. Harris
Clerk to the Board

Don Truell, Chairman
Davidson County
Board of Commissioners

**Minutes of the
Regular Board of Commissioners Meeting
Davidson County, North Carolina**

**Tuesday, September 10, 2019
6:00 PM**

**Commissioners' Meeting Room
County of Davidson**

PRESENT

Commissioners: Chairman Don Truell, Vice-Chairman Steve Shell, Zak Crotts, Fred McClure, Karen Watford and Todd Yates. Commissioner Chris Elliott was absent from the Meeting and subsequently excused.

OTHERS PRESENT

County Manager Zeb Hanner, County Attorney Chuck Frye, Assistant County Manager Casey Smith, Clerk to the Board Debbie Harris, IT Director Joel Hartley, Planning and Zoning Director Guy Cornman, Parks and Recreation Director Thomas Marshburn, DSS Director Dale Moorefield, Library Director Sheila Killebrew, Health Director Lillian Koontz, Support Services Director Dwayne Childress, Tax Administrator Jerry Ward, Human Resources Director Kathy Cashion, Finance Director Jane Kiker, Integrated Solid Waste Director Charlie Brushwood, Register of Deeds Michael Horne, Sheriff Richie Simmons, Transportation Director Richard Jones, Maintenance Director Alan Harris, Purchasing and Contract Coordinator Robert James, Zoning Officer I Josh Tussey, Zoning Officer I Travis Swain, Planner/Floodplain Administrator Scott Leonard, Benefits Coordinator Lisa Cooper, Human Resources Technician II Casey Tarleton, Major Stephen Pace, Dan Norman [Ramsay Bergin Smith Architects], Health Board Chair Becky Daley, Barry Siegel, Amanda Williams, Jerry Hailey, Leigh Truelove, Ray Berrier, Richard Berrier, Catherine Ellen, Brigette Parsons, Zackary Hubbard, Alison Brinkley, Terry Sharpe, Kirk Thacker, Toney Kincaid, Lilly Taha, Toni London, Janice Younts, Tracy Walser, Barney W. Hill and Lexington Dispatch Reporter Ben Coley.

<u>1. CALL TO ORDER</u>
Chairman Truell called the Meeting to order.
<u>2. INVOCATION AND PLEDGE OF ALLEGIANCE</u>
The invocation and Pledge of Allegiance were led by Commissioner Crotts.
<u>3. RECOGNITION</u>
A. Recognition
The scheduled representative for the Council of Chambers was not present at the Meeting.
B. Recognition - Matt Barber
This Item was moved to the September 24, 2019 Meeting.

4. REGISTER FOR PUBLIC ADDRESS

The Chairman noted the need to register if interested in speaking at Public Address.

EXCUSE COMMISSIONER ELLIOTT

The Chairman asked that Commissioner Elliott be excused from the Meeting, as he was attending a Conference and unable to attend.

Upon motion by Commissioner Yates and second by Vice-Chairman Shell, the Board voted 6-0 to excuse Commissioner Elliott from the Meeting.

5 ADOPTION OF AGENDA

The Chairman reported that due to the anticipated length of the Public Hearings he was asking that they be moved to follow the Deliberation portion of the Agenda, and Mr. Smith had asked that "Transfer of Paralegal from Tax Department to County Attorney's Office" be added to the Consent Agenda as Agenda Item 8.O.

By a vote of 6-0 as follows, the Amended Agenda was approved, with the Public Hearings being held following Deliberation and "Transfer of Paralegal from Tax Department to County Attorney's Office" being added to the Consent Agenda as Agenda Item 8.O.

VOTING

Motion by: Shell, Steve

Second by: McClure, Fred

Commissioners	YES	NO	ABSTAIN	RECUSE
Don W. Truell	X			
Steve Shell	X			
Zak Crotts	X			
Chris Elliott				
Fred McClure	X			
Karen Watford	X			
Todd Yates	X			

6. PUBLIC ADDRESS

Kirk Thacker spoke regarding the budget for the Animal Shelter in Orange County, and its goal to be as close to a "no kill" shelter as possible. He also spoke about the budget for the Davidson County Animal Shelter and asked that it receive more funding. He felt there was a disconnect between the Shelter, area veterinarians and volunteers.

Barney W. Hill spoke regarding Agenda Item 9.B. He recommended the DAR scrap the kit they intended to use and put a booklet together that contained the entire Constitution. He felt the flag was not supposed to represent the Republic. A copy of Mr. Hill's remarks is included with the original Minutes.

8. ITEMS FOR DECISION/INFORMATION - CONSENT

A. Approval of Consent Agenda

Commissioner Yates asked that Agenda Items 8.M. and 8.N. be pulled to be sent back to the I-85 Corporate Center Committee for consideration before coming before the full Board.

By a vote of 6-0 as follows, the Amended Consent Agenda was approved. Agenda Items 8.M. and 8.N. are voted on hereinafter.

VOTING

Motion by: Shell, Steve

Second by: McClure, Fred

Commissioners	YES	NO	ABSTAIN	RECUSE
Don W. Truell	X			
Steve Shell	X			
Zak Crotts	X			
Chris Elliott				
Fred McClure	X			
Karen Watford	X			
Todd Yates	X			

B. Budget Amendments - Assistant County Manager

C. Public Health Position Reclassification

D. Item to Set for Public Hearing - Rezoning Request by Henry York to Rezone 3.00 Acres in Lexington Township from RA-3 to HC

E. Item to Set for Public Hearing - Rezoning Request by Welcome Home Realty, LLC and Robin Brady to Rezone 2.69 Acres in Lexington Township from HC to RA-3

F. Request to Waive Landfill Fees for High Rock Lake Association Clean Sweep

G. Acceptance of 5307 Transportation Grants

H. Appointment - Community Child Protection Team/Community Fatality Prevention Team

I. Approval of Minutes - August 27, 2019 Board of Commissioners' Meeting

J. Tax Report of Refunds

K. Bid Award for Roof Repairs for Thomasville Library

L. Final Adjusting Change Order for Road and Water Infrastructure at the I-85 Corporate Center

O. Transfer of Paralegal from Tax Department to County Attorney's Office

M. Change Order for Professional Services Contract - Landscaping and Corporate Center Sign

By a vote of 6-0 as follows, this Item was moved to the October 22, 2019 Agenda.

VOTING

Motion by: Yates, Todd
 Second by: McClure, Fred

Commissioners	YES	NO	ABSTAIN	RECUSE
Don W. Truell	X			
Steve Shell	X			
Zak Crotts	X			
Chris Elliott				
Fred McClure	X			
Karen Watford	X			
Todd Yates	X			

N. Change Order for Professional Services Contract - Engineering Services for Stormwater Pond and Drainage Outfall at I-85 Corporate Center

By a vote of 6-0 as follows, this Item was moved to the October 22, 2019 Agenda.

VOTING

Motion by: Yates, Todd
 Second by: McClure, Fred

Commissioners	YES	NO	ABSTAIN	RECUSE
Don W. Truell	X			
Steve Shell	X			
Zak Crotts	X			
Chris Elliott				
Fred McClure	X			
Karen Watford	X			
Todd Yates	X			

9. ITEMS FOR DECISION/INFORMATION - DELIBERATION

A. Proclamation - Library Card Sign-Up Month

Commissioner Watford read the Proclamation.

By a vote of 6-0 as follows, the Board adopted the Proclamation and Proclaimed September 2019 as Library Card Sign-Up Month in Davidson County.

The Proclamation was presented to Ms. Killebrew and photos were taken.

Ms. Killebrew reported that Library Card Sign-Up Month is scheduled to coincide with the start of the school year. Students in all three school systems can access Library materials with their assigned lunch numbers.

VOTING

Motion by: Shell, Steve
 Second by: Yates, Todd

Commissioners	YES	NO	ABSTAIN	RECUSE

Don W. Truell	X			
Steve Shell	X			
Zak Crofts	X			
Chris Elliott				
Fred McClure	X			
Karen Watford	X			
Todd Yates	X			

B. Proclamation - Constitution Week

Commissioner Crofts asked the representatives of the Daughters of the American Revolution to come to the podium and read a few facts about the Constitution, noting the Country has a deep history with the constitution. The Commissioner then read the Proclamation.

By a vote of 6-0 as follows, the Board adopted the Proclamation and proclaimed September 17th through 23rd as Constitution Week in Davidson County.

The Proclamation was presented to Ms. London, Ms. Younts and Ms. Walser and photos were taken. Ms. London thanked the Board for the Proclamation and noted the Constitution is a living document. She felt it was her organization's responsibility to keep our ancestors dreams alive.

Ms. Leonard then reported the Leonard's Creed Chapter of the Daughters of the American Revolution were at the Meeting on behalf of the Secretary of Defense to thank Commissioner McClure for his valor, service and sacrifice during his service to his County. The presented him with a Proclamation. Photos were taken.

Chairman Truell congratulated Commissioner McClure and noted he had served with three different branches of military service, and made us all proud.

VOTING

Motion by: Crofts, Zak
 Second by: Shell, Steve

Commissioners	YES	NO	ABSTAIN	RECUSE
Don W. Truell	X			
Steve Shell	X			
Zak Crofts	X			
Chris Elliott				
Fred McClure	X			
Karen Watford	X			
Todd Yates	X			

C. Resolution in Support of Sam's Law - HB 955 SB 354

Commissioner McClure reported there were Bills in both the House and Senate that dealt with Epilepsy and seizure disorders. Lack of training in our schools can be life threatening for students dealing with these disorders. The Commissioner read the Resolution. He asked Mr. Kincaid and Ms. Taha to come forward.

By a vote of 6-0 as follows, the Board adopted the Resolution in Support of Sam's Law and directed that it be sent to our Legislative delegation, and further directed that it be sent to the three school systems and charter school for consideration of implementation or further support by the respective Boards of Education.

The Resolution was presented to Mr. Kincaid and Ms. Taha and photos were taken.

Mr. Kincaid thanked the Board on behalf of Epilepsy of Davidson County for all they do on behalf of the Foundation. He felt this law was something that was needed. There are 15,500 children in the public-school systems with no protection. Ms. Taha noted the support meant a great deal to her. She spoke regarding personal experiences with Epilepsy and Samantha, who the law was named after.

VOTING

Motion by: Shell, Steve
 Second by: Yates, Todd

Commissioners	YES	NO	ABSTAIN	RECUSE
Don W. Truell	X			
Steve Shell	X			
Zak Crofts	X			
Chris Elliott				
Fred McClure	X			
Karen Watford	X			
Todd Yates	X			

D. Replacing Register of Deeds Integrated Land Records System

Mr. Smith reported the Register of Deeds Office (ROD) uses a computer program purchased in 2007 to process all of the documents that are recorded. The company had been sold several times, and the software was to a point where upgrades were no longer working. ROD Staff, IT Staff and County Staff had gone through a process to come up with a new system to recommend. A portion of the ROD budget is ear-marked for automation, creating funding for the project. Mr. Childress reported this was a piggybacking opportunity with a clerk's office out of Kentucky; she had provided a good review of the product. Mr. Horne reported he and his Staff had invited several vendors to present software; out of all software reviewed, only two were PRIA Certified, with one of them being Business Information Systems (BIS). Forsyth and Guilford counties both use this software and are pleased with it, and our IT Department is also happy with the platform. There will be an e-recording portal included, and there is a property fraud alert system available on the website for citizens to sign up for. There is a good disaster recovery system included in the software. The program also offers an integrated credit card system, to allow the ROD to accept credit card payments. It has GIS integration and a Veteran ID program as part of the platform. Mr. Horne felt this would encourage veterans to file their DD-214 forms with the ROD. He asked that the Board approve the request.

By a vote of 6-0 as follows, the Board awarding a contract to Business Information Systems (BIS) to replace the Register of Deeds Land Records Management System, and the appropriation of \$187,500 from prior year(s) Register of Deeds Automation Funds (Appropriated Fund Balance - 110-9701-399.00-00) to cover the cost of the system replacement (Contracts Preservation - 110-1501-412.50-51).

VOTING

Motion by: McClure, Fred
 Second by: Crofts, Zak

Commissioners	YES	NO	ABSTAIN	RECUSE
Don W. Truell	X			
Steve Shell	X			
Zak Crofts	X			
Chris Elliott				
Fred McClure	X			
Karen Watford	X			
Todd Yates	X			

E. Bids for Cecil School Roof Replacement

Mr. Childress reported this item was for a new roof at Cecil School, at a cost of approximately \$25 per square foot. Upon inquiry by Commissioner Yates into the discrepancies between the two lowest bids, Mr. Norman reported that Mr. Baker of Southern Metal Systems had been to the site on two occasions and had offered advice on other issues. Four companies had originally shown interest in the bid. Mr. Norman recommended South Metal Systems as the lowest responsive responsible bidder. Mr. Smith noted the requested \$581,417 included moving the A/C units from the roof.

By a vote of 6-0 as follows, the Board approved award of the bid for the Cecil School Roof Replacement to Southern Metal Systems, Inc., and approved the appropriation of an additional \$49,714 from County Capital Reserve to the existing Cecil School Roof Replacement Project, to increase the total for the project to \$581,451.

VOTING

Motion by:
Second by: Watford, Karen

Commissioners	YES	NO	ABSTAIN	RECUSE
Don W. Truell	X			
Steve Shell	X			
Zak Crotts	X			
Chris Elliott				
Fred McClure	X			
Karen Watford	X			
Todd Yates	X			

7. PUBLIC HEARING

A. Rezoning Request by Jeffery Todd Yates in Cotton Grove Township Containing 17.43 acres from RA-1 to LI

Commissioner Yates asked that he be allowed to recuse himself from this matter, as it was a request by him to rezone a piece of property that he owned.

Upon motion by Vice-Chairman Shell and second by Commissioner Watford, the Board voted 6-0 to allow Commissioner Yates to be excused from voting on this issue.

Chairman Truell declared the Public Hearing open.

Mr. Cornman reported this was a request by Jeffery Todd Yates to rezone property located in Cotton Grove Township, Tax Map 3A. Lot 1918 containing approximately 17.43 acres more or less. The property was located on the south side of Cedar Lane Drive approximately 0.3 mile west of the Hedrick Avenue intersection. Rezoning was requested to change from that of RA-1, a Rural Agricultural District, to that of LI, Limited Industrial District. The Planning Board recommended approval 5-0 at its August 20, 2019 Meeting. The property was shown on a slide (PowerPoint slides included with the original Minutes). Mr. Cornman noted the areas shown in blue on the map were in the City of Lexington's jurisdiction and were zoned M-1, the equivalent of the County's LI district. Highway 8 was shown on the map.

Mr. Yates reported he was requesting that the 17.23 acres be rezoned to LI. He intended to put some metal/steel framed buildings on the property, and wanted to lease them. Public sewer was

shown on the map, and Mr. Yates reported he also had two Perk Permits in case he decided to go with a septic system.

Barney W. Hill felt the Applicant had done his due diligence before seeking rezoning. The Board likes contiguity, and this was contiguous to like property both in the City and County. He felt Policy 4.7 was most on point, but felt 4.1 should also be included. He requested the Board approve the request.

There being no one else to speak, the Chairman closed the Public Hearing.

Mr. Cornman reported that Staff was recommending approval, as the property was contiguous to existing LI and M-1, and infrastructure was also present for utilities and access to the main corridor of Highway 8. Policy 4.7 lends support of this request.

By a vote of 5-0 as follows, the Board rezoned property located in Cotton Grove Township, Tax Map 3A. Lot 1918 containing approximately 17.43 acres more or less, on the south side of Cedar Lane Drive approximately 0.3 mile west of the Hedrick Avenue intersection from that of RA-1, a Rural Agricultural District, to that of LI, Limited Industrial District. The Board also adopted the Resolution on Statement of Consistency.

VOTING

Motion by: Crofts, Zak

Second by: Watford, Karen

Commissioners	YES	NO	ABSTAIN	RECUSE
Don W. Truell	X			
Steve Shell	X			
Zak Crofts	X			
Chris Elliott				
Fred McClure	X			
Karen Watford	X			
Todd Yates				X

B. Rezoning Request by Saving Grace K9s and Brigette Parsons in Tyro Township Containing 13.27 acres from RA-2 to CU-O/I

Mr. Cornman reported this was a request by Saving Grace K9s (Brigette Parsons, Director) to rezone 13.27 acres more or less in Tyro Township, Tax Map 25, Lots 110, 111 and 112. The property is located on the north side of Sink Farm Road approximately 100 feet northwest of the Tom Caudle Road and Sink Farm Road intersection (760 Sink Farm Road). Rezoning was requested to change from that of RA-2, Rural Agricultural District, to that of CU-O/I, Conditional Use Office and Institutional District. Mr. Cornman reported Ms. Parsons wanted to use the facility to train service dogs.

The Chairman declared the Public Hearing open.

As this was a Quasi-Judicial proceeding, Ms. Harris swore in those who wished to testify. She affirmed Mr. Hill.

Ms. Parsons reported she has found it is not just the services dogs that provide help to the veterans, but the comradery of being around other veterans. The proposed site plan was shown on a slide. There will be dog runs and agility equipment. The septic and garden areas were shown. The creek on the property will eventually be turned into a pond with a gazebo and walking trails. The wooded area would stay wooded, with the exception of what will be cleared for the pond.

Zachary Hubbard reported he had Liberty at his side. He had served in the military for nine years and suffered from PTSD; he had survived the war, but his PTSD almost killed him. Ms. Parsons, Saving Grace K9s and Liberty had given his life back to him. Liberty allows him to go placed he could not go before he got her. Mr. Hubbard stated that 22 veterans per day kill themselves, and he knew Ms. Parsons had saved lives. He felt the program allows vets to be part of the family unit again.

Barney W. Hill was pleased that Staff was making applicants aware of conditional uses and spoke to policies. He felt the Applicant had demonstrated success with her venture and asked that the Board approve the request.

There being no one else to speak, the Chairman closed the Public Hearing.

Mr. Cornman reported Policy 5.9 states that buffering will be provided, and he felt the site plan was laid out to make the proposed use harmonious with the existing area. Staff was recommending approval because the request was consistent with the Land Development Plan. Upon inquiry by the Chairman into the Planning Board recommendation, Mr. Cornman reported the Planning Board had unanimously recommended approval of the request.

By a vote of 6-0 as follows, the Board rezoned 13.27 acres more or less in Tyro Township, Tax Map 25, Lots 110, 111 and 112 located on the north side of Sink Farm Road approximately 100 feet northwest of the Tom Caudle Road and Sink Farm Road intersection (760 Sink Farm Road) from that of RA-2, Rural Agricultural District, to that of CU-O/I, Conditional Use Office and Institutional District. The Board also adopted the Resolution on Statement of Consistency.

VOTING

Motion by: Crotts, Zak
 Second by: Yates, Todd

Commissioners	YES	NO	ABSTAIN	RECUSE
Don W. Truell	X			
Steve Shell	X			
Zak Crotts	X			
Chris Elliott				
Fred McClure	X			
Karen Watford	X			
Todd Yates	X			

CONDITIONAL USE

Mr. Cornman reported the required findings to grant a conditional use were as follows:

- That the development of the property in accordance with the proposed conditions will not materially endanger the public health or safety;
- That the development of the property in accordance with the proposed conditions will not substantially injure the value of adjoining or abutting property, or that the development is a public necessity; and
- That the location and character of the development in accordance with the proposed conditions will be in harmony with the area in which it is to be located and in general conformity with the plan of development of the County and its environs.

Mr. Cornman felt the conditions proposed help promote all three findings of fact. The conditions were shown on a slide and read into the record. Vice-Chairman Shell felt Condition Number 4

should be stricken, and that the Applicant should not be restricted to the number of employees she has.

Upon motion by Vice-Chairman Shell and second by Commissioner McClure, the Board approved the following conditions by a vote of 6-0 (Number 4 was stricken):

- 1 - Hours of Operation are Tuesday to Saturday 9-4 with an occasional evening class.
- 2 - Existing screening of the rear part of the property that is approximately 6.77 acres of woods will remain with approximately 1-3 acres cleared for a pond.
- 3 - Screening on the northwest side of the property will include a privacy fence.
- ~~4 - Number of full-time employees are 2 and part-time employees are 3. We do not expect the number of employees to increase substantially.~~
- 5 - We will not kennel animals on the property.
- 6 - The structure(s) that will be built will blend in with the existing surroundings.
- 7 - The lighting will be basic residential lights on the structure(s).

C. Rezoning Request by Alison Brinkley and Terry L. Sharpe in Lexington Township Containing .8 acre from RA-3 and O/I to HC

The Chairman declared the Public Hearing open.

Mr. Cornman reported this was a request by Alison Brinkley and Terry L. Sharpe (Still Well Investments, Inc.) to rezone .8 acre more or less in Lexington Township, Tax Map 311C, Lot 23. The property is located on the southwest corner of the Old US Hwy 52 and North Leonard Road intersection (5633 Old US Hwy 52). Rezoning was requested to change from that of RA-3, Rural Agricultural District and O/I Office and Institutional District to that of HC, Highway Commercial District. The property was shown on a map, along with other O/I and HC in the area.

Mr. Sharpe reported they wanted to repurpose the property. They intended to leave the house, but hoped to put something like a barbershop in the rental property; they were looking for more use options for the parcel.

Mr. Hill felt this was a classic request for change, as there was contiguity and three separate supporting policies. He was in favor of the request.

There being no one else to speak, the Chairman closed the Public Hearing.

Mr. Cornman reported this entire area was considered part of the Commercial Service District for Welcome and part of Old Highway 52 was a Corridor of Economic Opportunity. Staff felt the request was reasonable and consistent with the Comprehensive Plan for the area and was recommending approval.

By a vote of 6-0 as follows, the Board rezoned .8 acre more or less in Lexington Township, Tax Map 311C, Lot 23, located on the southwest corner of the Old US Hwy 52 and North Leonard Road intersection (5633 Old US Hwy 52) from that of RA-3, Rural Agricultural District and O/I Office and Institutional District to that of HC, Highway Commercial District. The Board also adopted the Resolution on Statement of Consistency.

VOTING

Motion by: Crotts, Zak
Second by: McClure, Fred

Commissioners	YES	NO	ABSTAIN	RECUSE
Don W. Truell	X			
Steve Shell	X			
Zak Crotts	X			
Chris Elliott				
Fred McClure	X			
Karen Watford	X			
Todd Yates	X			

D. Rezoning Request by BCS Holdings, Inc. in Lexington Township Containing 37 +/- acres from RA-3 to MX-R

The Chairman declared the Public Hearing open.

Mr. Cornman reported this was a request by BSC Holdings, Inc. to rezone 37 acres more or less in Lexington Township, Tax Map 321, Lot 13B. The property is located on the west side of Leonard Road approximately .4-mile northwest of the Lanie Creek Drive intersection (2193 Leonard Road). Rezoning was requested to change from that of RA-3, Rural Agricultural District to that of MX- R, Mixed Use Residential District. The Planning Board recommended approval of this request by a vote of 4-1 at its Meeting of August 20, 2019. The property owners signed the Application and are in favor of the request. This is for single-family residential home sites, and the property was eligible to receive sewer from the City of Lexington if the Board approved the allocation.

Ms. Williams reported BSC is a residential building group based in High Point. Davidson County had caught their attention because it is growing and attractive for building. They feel a lot of young families would like to have their first homes in subdivisions they can afford. The started price for this development will be in the low \$200,000's. There are great schools in the area and the homeowners would not have to worry about large yards to maintain. One concern of the Planning Board was about school buses, and a loop will be included in the subdivision that the buses can use. Strictly residential use is proposed for the tract.

Mr. Siegel reported the realtor was present and available to speak on behalf of the owners. The request was to change from RA-3 to MX-R so they could reduce the minimum lot size and create open space. This would allow them to present the plan for a loop road and a large number of cul-de-sacs. If developed under RA-3, there would have been more of a grid pattern. In the current plan, there will be much more open space for walking trails and other activities. One neighbor took exception that he would see the houses, and they could look into a landscape buffer. There will be NCDOT roads and water and sewer to the site. There will be two access points, with no stub to any adjacent property. Under the current zoning they are allowed 3.8 homes per acre, with MX-R you can have 4 per acre, and this site plan proposed 2.32 homes per acre.

Mr. Leonard reported RA-3 requires a 15,000 square foot lot with 90-feet of frontage, and in an MX-R district there is a 75-foot frontage minimum, with no minimum square footage requirement. Commissioner Crotts inquired into deed restrictions on long-term rentals, being concerned that they may become rental properties in the future. Mr. Cornman reported there is a new law that developers must submit information to DOT that the road will be constructed to State specs. Vice-Chairman Shell questioned whether Leonard Road could handle the subdivision, to which Mr. Cornman reported DOT would have the ability to improve the road and may require the building to put in turning lanes. Commissioner Watford asked about the open spaces, to which Mr. Cornman reported they could be used for walking trails.

Richard Berrier reported his property was located to the right of this tract. He has a water problem coming off of the property, and Mr. Siegel had indicated the plans were to change the elevation in that area which would deal with the drainage. Most residents in the area are not in favor of the change, because they are large family owned tracts. Leonard Road is a problem road with many accidents, and there is a steep drop in the road where the entrance is proposed. Mr. Berrier did not feel that the buses would go into the development until it was occupied. The current homeowners were hoping that DOT would do something to address the road before the project started. Cars lined up at the school bus stop will create additional problems.

Catherine Ellen reported she lived directly across from the road from where the notice was posted and felt congestion would be a big issue. Speeding is already an issue in the area, and she did not feel it would be safe for children and buses. She requested a buffer to address what she can see from her home. Mr. Cornman reported a 25-foot buffer is shown on the site plans.

Ray Berrier reiterated earlier referenced water and traffic issues, noting when the road was constructed it created flooding issues. DOT has tried to correct them, but there is still flooding a couple of times per year. He felt there needed to be engineering completed to address the traffic issues, and that it needed to happen before the project started.

Barney W. Hill spoke regarding hearings in 1993, deliberations of the Ordinance and thoughts at the time on clustering. In 2011 the attitude on clustering had changed 180°, and he felt the 2011 Ordinance relied heavily on a Technical Review Committee and felt this worked. A copy of Mr. Hill's remarks is included with the original Minutes.

Mr. Siegel reported there were many things, from the engineering standpoint, that would need to happen if the request was approved, i.e. DOT for the road and driveway, water, sewer, stormwater discharge, etc. All of these things would need to be analyzed and approved before they were put into the final plans; this was just the beginning of the process and there was much more work to be done.

There being no one else to speak, the Chairman closed the Public Hearing.

Mr. Cornman reported there had already been one Technical Review Committee meeting to start the dialogue, and this would continue. Sewer in the area is what sparked interest, and with development comes improvement in roads. Staff had reviewed the plans and felt all requirements for MX-R had been met. They felt it was reasonable and consistent, and would rather see this type of development than a traditional subdivision as there would not be the flexibility as with this proposal. Commissioner Watford inquired into a buffer, to which Mr. Siegel reported there will be a buffer on Leonard Road and no driveways that go to Leonard Road. The plan was to build a landscape berm for aesthetics. The section of property adjacent to Mr. Berrier's property will be lower than Mr. Berrier's property which should address the current water runoff. Commissioner McClure inquired into whether there was a way to hold the developer responsible for the road if it is not taken over by DOT in a reasonable time, to which Mr. Leonard reported if Mr. Siegel was willing to add that to his plans he could do that. Commissioner Yates noted the new legislation provides that a bond be put up by the developer, and Mr. Leonard added the legislation also has timelines in it for which the State needs to act to take the roads over.

Vice-Chairman Shell felt the Board needed to see an example of the homes. Mr. Cornman felt in reading the HOA document the subdivision will be something the County will be proud of. Ms. Harris pulled up the website and homes in a similar development were shown (Deerfield Crossing was shown as the example).

Mr. Cornman felt Policies 6.1, 6.2 6.6 and 6.10 all gave rise to approval of the MX-R request, and that public sewer in the area also led to approval. This proposal is for 2.3 units per acre, which is less than what would be allowed with the current zoning. Also, the MX-R use allows for more character than regular subdivisions. For all of these reasons, Staff was recommending approval of the request.

Commissioner Crofts inquired into whether language could be added to the HOA that the homes cannot be rented for more than six months at a time. Mr. Frye reported he had researched and found that there is language that can be added to the HOA. Mr. Siegel remarked that they did not take exception with the recommendation and would work with their attorney and the County Attorney to come up with an acceptable document that is permissible by law, as they also did not want to do anything that would devalue the subdivision or homes in it.

By a vote of 6-0 as follows, the Board rezoned 37 acres more or less in Lexington Township, Tax Map 321, Lot 13B, located on the west side of Leonard Road approximately .4-mile northwest of the Lanie Creek Drive intersection (2193 Leonard Road) from that of RA-3, Rural Agricultural District to that of MX- R, Mixed Use Residential District. The Board also approved the sewer allocation and adopted the Resolution on Statement of Consistency.

VOTING

Motion by: Crofts, Zak
 Second by: McClure, Fred

Commissioners	YES	NO	ABSTAIN	RECUSE
Don W. Truell	X			
Steve Shell	X			
Zak Crofts	X			
Chris Elliott				
Fred McClure	X			
Karen Watford	X			
Todd Yates	X			

10. CLOSED SESSION

A. Closed Session

By a vote of 6-0 as follows, the Board went into Closed Session for matters of Attorney/Client.

VOTING

Motion by: Yates, Todd
 Second by: Shell, Steve

Commissioners	YES	NO	ABSTAIN	RECUSE
Don W. Truell	X			
Steve Shell	X			
Zak Crofts	X			
Chris Elliott				
Fred McClure	X			
Karen Watford	X			
Todd Yates	X			

B. Closed Session - Attorney/Client

C. Return to Open Session

By a vote of 6-0 as follows, the Board returned to Open Session.

VOTING

Motion by: Watford, Karen

Second by: Yates, Todd

Commissioners	YES	NO	ABSTAIN	RECUSE
Don W. Truell	X			
Steve Shell	X			
Zak Crotts	X			
Chris Elliott				
Fred McClure	X			
Karen Watford	X			
Todd Yates	X			

REPORT ON CLOSED SESSION

Mr. Frye reported the Board had considered two matters of Attorney/Client in Closed Session and for both the Board gave direction for further negotiations.

11. ADJOURNMENT

By a vote of 6-0 as follows, the Meeting was adjourned.

VOTING

Motion by: McClure, Fred

Second by: Yates, Todd

Commissioners	YES	NO	ABSTAIN	RECUSE
Don W. Truell	X			
Steve Shell	X			
Zak Crotts	X			
Chris Elliott				
Fred McClure	X			
Karen Watford	X			
Todd Yates	X			

Deborah J. Harris
Clerk to the Board

Don Truell, Chairman
Davidson County
Board of Commissioners



DAVIDSON COUNTY AGENDA ITEM

TO: BOARD OF COMMISSIONERS

DEPARTMENT: Planning and Zoning

PREPARED BY: Debbie Harris

TITLE: Request for Sewer Allocation - Aaronfield

BACKGROUND:

See attached Memo, map and allocation request.

RECOMMENDATION(S):

Approval of sewer allocation as recommended.

Attachments

Memo, Aerial and Site Plan



DAVIDSON COUNTY PLANNING DEPARTMENT

GOVERNMENTAL CENTER
913 GREENSBORO STREET
POST OFFICE BOX 1067
LEXINGTON, NORTH CAROLINA 27293-1067

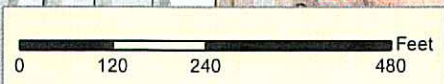
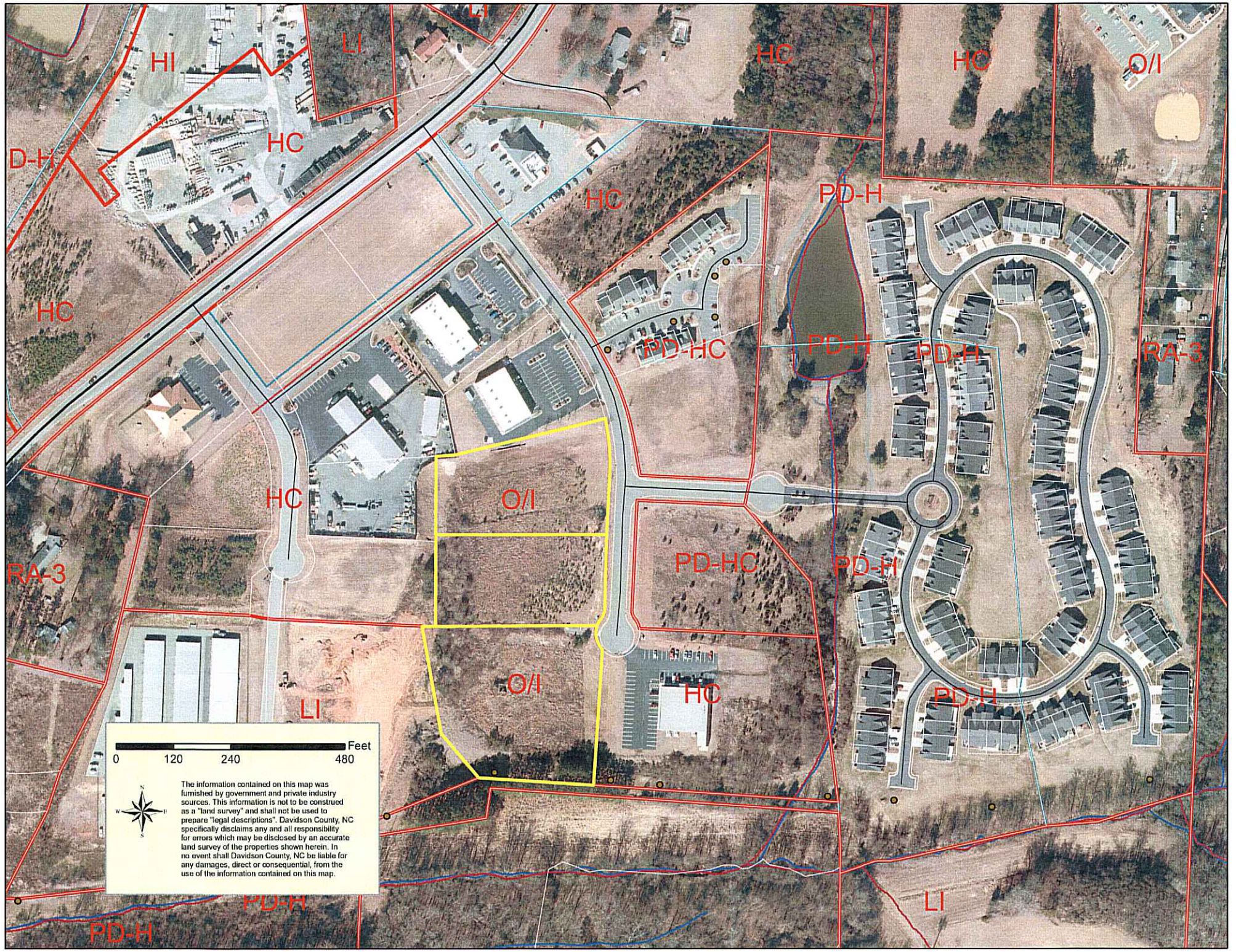
GUY L. CORNMAN, III
PLANNING DIRECTOR

PHONE NUMBER: 336-242-2220

TO: Board of Commissioners
County Manager
County Attorney
FROM: Scott Leonard, Planner
SUBJECT: Sewer Allocation (Aaronfield Apartments)
DATE: September 16, 2019

Wynnefield Properties of High Point construct and manage apartment complexes throughout the Triad and have purchased property inside the Miller's Creek Business Park in Arcadia. The property they have purchased was rezoned by the Board years ago from Highway Commercial to Office and Institutional for the purpose of allowing apartments. The initial rezoning application was for a complex to serve senior citizens 55 years of age or older, under a Federal Program that gave developers tax credits in return for providing senior living apartments. The developer at that time failed to receive the tax credits and therefore backed away from the project. Now, Wynnefield Properties has received approval from the Federal Government for the tax credits and they are prepared to begin constructing a 52-unit senior living apartment complex.

The total sewer allocation proposed for this project will be **14,305** gallons per day. It has been our Policy to bring any development proposing over 10,000 gallons per day to the Board for approval. We have an agreement with the City of Winston-Salem for 1.5 million gallons per day, and currently have 540,284 gallons per day remaining on that allocation. Staff anticipates opposition from a neighboring townhome community called The Commons at Millers Creek, however, the property in question was rezoned by the Board for this use. Staff recommends approval of the proposed 14,305 gallons per day.



The information contained on this map was furnished by government and private industry sources. This information is not to be construed as a "land survey" and shall not be used to prepare "legal descriptions". Davidson County, NC specifically disclaims any and all responsibility for errors which may be disclosed by an accurate land survey of the properties shown herein. In no event shall Davidson County, NC be liable for any damages, direct or consequential, from the use of the information contained on this map.

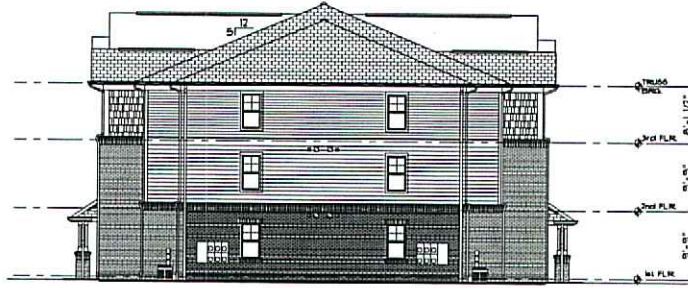
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PROJECT ELEVATION NOTES:

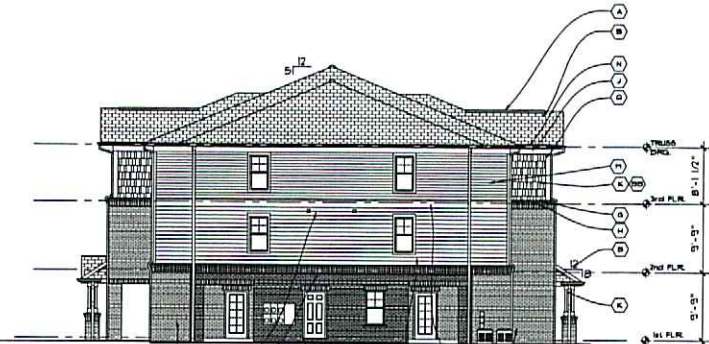
1. SEE MECH. PLANS FOR LOCATION OF HVAC DUCT CHASE, WHERE CHASE OCCURS, ALL CHASE WALLS SHALL BE 1 HR. RATED, TYP.
2. SEE ELEVATIONS FOR ALL BRICK VENEER LOCATIONS.

ELEVATION KEY NOTES:

- 1 CONT. NATIONAL RIDGE VENT HOLD BACK 8" FROM DRAFTSTOPPING ON OTHER INTERSECTION
- 2 3/8" TR. ANTI-RUNAL ARCHITECTURAL BUNGLES TYP.
- 3 FUNCTIONAL TRIANGLE GABLE VENT
- 4 CEMENT FIBER SIDING 1/2" EXPOSURE
- 5 BRICK-STYLE CEMENT FIBER SIDING
- 6 QUEEN SIZE BRICK VENEER
- 7 QUEEN SIZE BRICK POUCCOUC
- 8 GREEN SIZE BRICK BOLDER HEADER - PROJECT 1/4"
- 9 1/2" CEMENT FIBER PRIZE BAND
- 10 3/4" x 3/8" CEMENT FIBER CORNER BO.
- 11 1/2" CEMENT FIBER ACCENT BAND
- 12 CEMENT FIBER SIDING 1/4" EXPOSURE
- 13 PREFINISHED METALLESS 4" ALUM. GUTTER
- 14 PREFINISHED 2 1/4" ALUM. DOWNSPOUTS BY STRAPPING EVERY 4' FOR 2 STRAPS PER INCH DRAFTSTOP
- 15 BRACKET ON TRIM - SEE DETAIL 028
- 16 DETERMINATH VENTS - VENTS TO ALIGN HORIZONTALLY.
- 17 6" x 5" SHUTTERS, TYP.
- 18 4" STEEL QUADRANTAL
- 19 PETER ROCK - SEE ALL - ALL FOR LOCATIONS 1 & 311 FOR DETAILS
- 20 COPPER SIDING - SEE ALL - ALL FOR LOCATIONS
- 21 ROOF TRUSSES - SEE A42 - A43
- 22 WALL PACK LIGHT & POINTED 8" 1'-0" AFF
- 23 BUILDING NUMBER SIGN & LIGHT



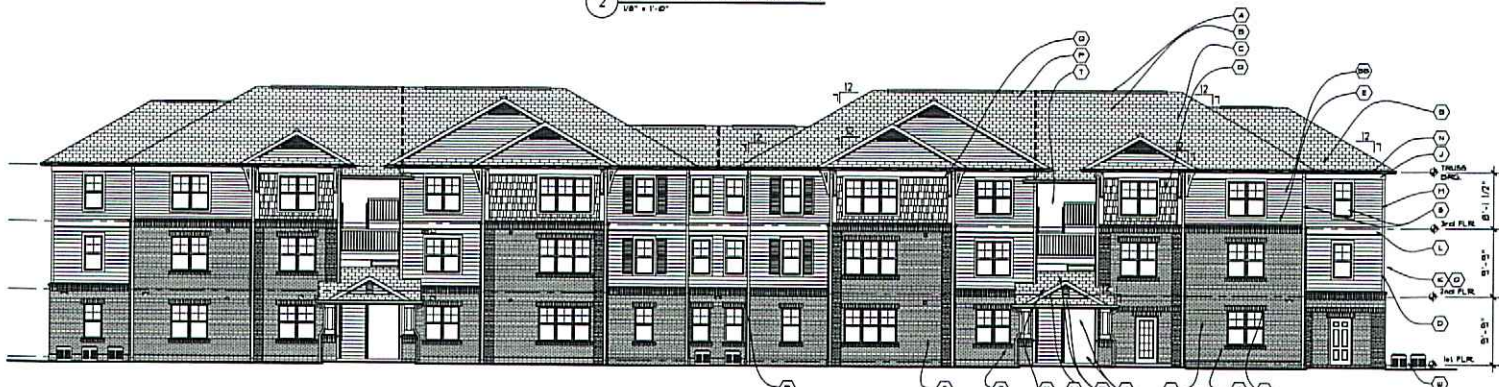
3 BUILDING #100 - LEFT ELEVATION
1/8" = 1'-0"



4 BUILDING #100 - RIGHT ELEVATION
1/8" = 1'-0"



2 BUILDING #100 - REAR ELEVATION
1/8" = 1'-0"



1 BUILDING #100 - FRONT ELEVATION
1/8" = 1'-0"



PROJECT	2016-075
DATE	7/7/19
DESIGNER	MMR
DATE	4/27/15



MARTIN RILEY ASSOCIATES - ARCHITECTS, P.C.
 25 CHURCH STREET SUITE 300 DECATUR GEORGIA 30030-329 404-375-2000
 AARONFIELD AT MILLERS CREEK
 DAVIDSON COUNTY, NORTH CAROLINA

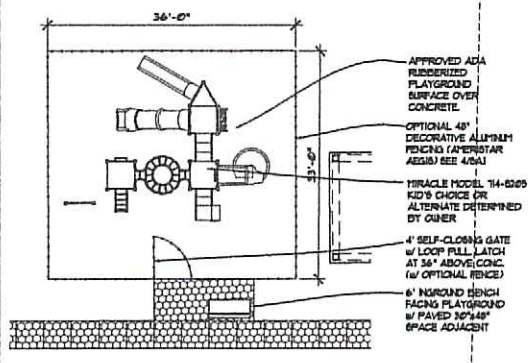
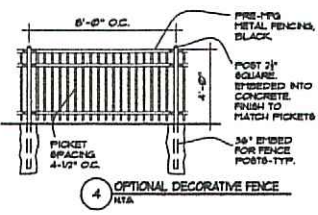
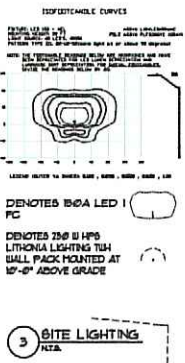


A3.1

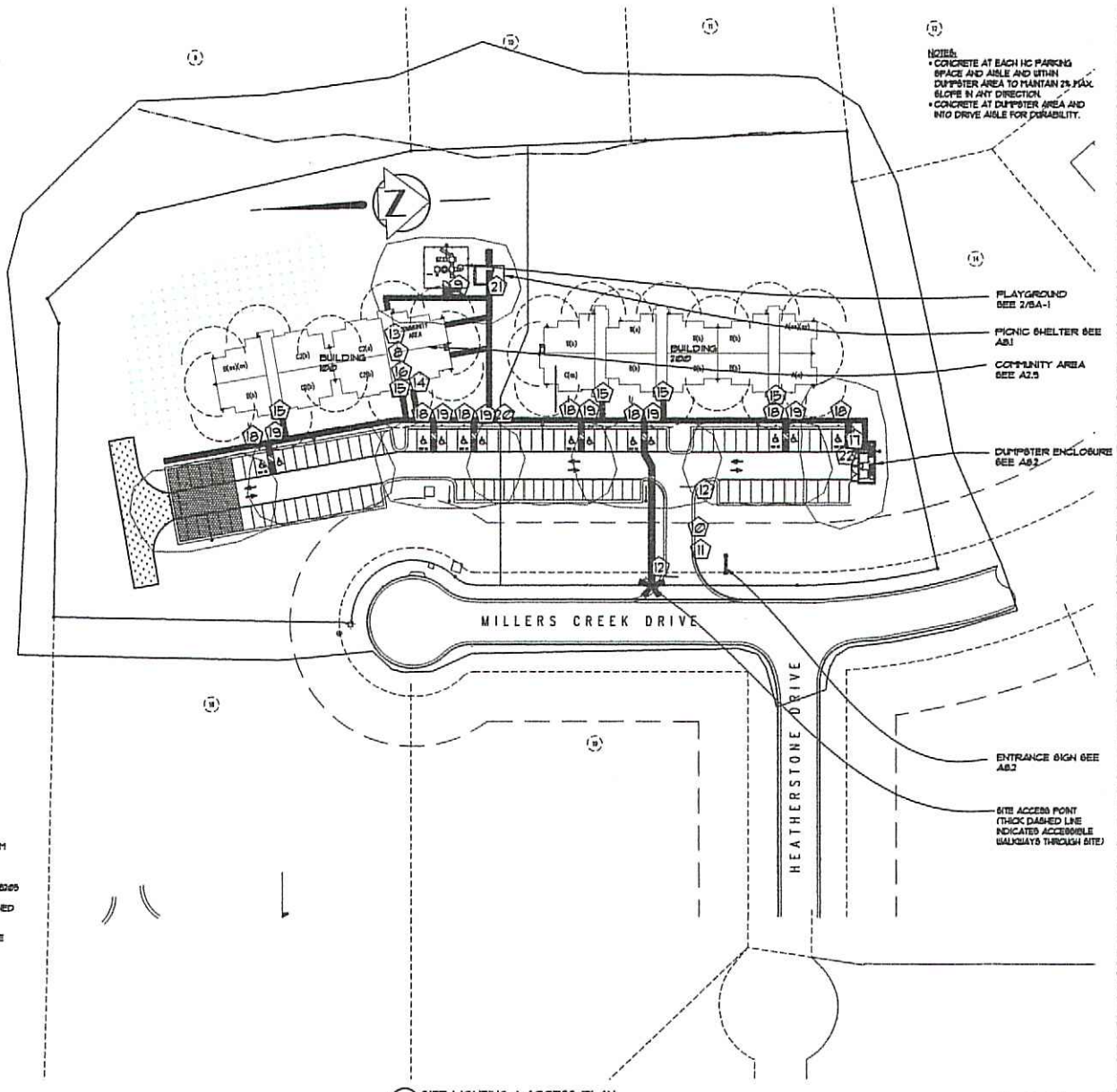
REF: ASFD FOR CONSTRUCTION BUILDING #100 ELEVATIONS

SITE PLAN SIGNAGE NOTES

- Ⓢ OFFICE HOURS SIGN - SEE 8/AB2
- Ⓣ PLAYGROUND RULES SIGN - SEE 9/AB2
- Ⓟ PRIVATE PROPERTY SIGN - SEE 10/AB2
- Ⓠ WELCOME SIGN - SEE 11/AB2
- Ⓡ STOP SIGN - SEE 12/AB2
- Ⓢ LEASING OFFICE SIGN - SEE 13/AB2
- Ⓣ CLOTHES CARE CENTER SIGN - SEE 14/AB2
- Ⓟ BUILDING NUMBER SIGN - SEE 15/AB2
- Ⓠ MAIL CENTER SIGN - SEE 16/AB2
- Ⓡ TRASH CENTER RULES SIGN - SEE 17/AB2
- Ⓢ HANDICAPPED VAN PARKING SIGN - SEE 18/AB2
- Ⓣ HANDICAPPED PARKING SIGN - SEE 19/AB2
- Ⓟ FUTURE RESIDENT PARKING SIGN - SEE 20/AB2
- Ⓠ PICNIC CENTER SIGN - SEE 21/AB2
- Ⓡ NO PARKING SIGN - SEE 22/AB2



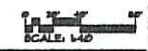
2 PLAYGROUND PLAN
1/8" = 1'-0"



1 SITE LIGHTING & ACCESS PLAN
1/8" = 45'-0"

NOTES:
 • CONCRETE AT EACH NO PARKING SPACE AND ARMS AND WITHIN DUMPSTER AREA TO MAINTAIN 2% MAX SLOPE IN ANY DIRECTION.
 • CONCRETE AT DUMPSTER AREA AND NO DRIVE ISLE FOR DURABILITY.

ENTRANCE SIGN SEE AB2
 SITE ACCESS POINT (THICK DASHED LINE INDICATES ACCESSIBLE WALKWAYS THROUGH SITE)



PROJECT	3283
DATE	8/19/18
SCALE	AS SHOWN
MARTIN RILEY ASSOCIATES - ARCHITECTS, P.C. 25 CHURCH STREET SUITE 200 DECATUR GEORGIA 30030-3329 404-373-2000 AARONFIELD AT MILLERS CREEK DAVIDSON COUNTY, NORTH CAROLINA	
SA1	



DAVIDSON COUNTY AGENDA ITEM

TO: BOARD OF COMMISSIONERS

DEPARTMENT: Transportation

PREPARED BY: Ms. Debbie Harris

TITLE: Approval of Contract for Davidson County Transportation System (DCTS) to Provide Transportation to the Services for the Blind (Winston-Salem Office)

BACKGROUND:

The Davidson County Transportation System (DCTS) is requesting permission to enter into a Contract to provide services to the Services for the Blind's Winston-Salem Office. A copy of the Contract is attached for your review. No additional appropriation is needed, as funds were included in the FY 2020 Adopted Budget for this purpose.

RECOMMENDATION(S):

Approve Contract and authorize execution on behalf of Davidson County.

Attachments

Contract

AGREEMENT FOR CLIENT TRANSPORTATION SERVICES

I. PARTIES OF THE AGREEMENT

This agreement is entered by **Davidson County Dept of Transportation** (hereinafter referred to as the “Provider”) and N.C. Department of Health and Human Services, Division of Services for the Blind (hereinafter referred to as the “Agency”) to provide transportation for client(s);

II. EFFECTIVE PERIOD

This agreement shall be effective on **10/01/2019** and shall terminate on **10/01/2020**, with the option to extend, if mutually agreed upon, through a written amendment as provided in VI;

III. DESCRIPTION OF SERVICES TO BE PROVIDED

The Provider will provide transportation services for Agency as described in “Transportation Description of Services”, **Attachment A**;

IV. CHARGES FOR SERVICES

Transportation “charges” to transport client(s) for Agency will be provided per “Provider Service and Billing Schedule”, **Attachment B**; The total reimbursement for this Contract shall not exceed **\$8,000.00** without a written amendment per VI below.

V. INVOICING AND PAYMENT POLICIES

Payment under this Agreement shall be made as follows:

1. The Provider will invoice the Agency by the 10th of the month for services provided the preceding month. Payment in full is expected within **30 days** of date of invoice;
2. A late charge computed at a rate of 1.5% of the outstanding balance will be charged if not paid within thirty (30) days from invoice;
3. The Provider will submit invoice to Agency listing the following: passenger name, date and the price per trip per **Attachment B**;

VI. AMENDMENT

This Agreement may be amended at any time by the provider or the Agency in the event that such amendment is necessary. All amendments must be in writing and signed by both parties;

VII. TERMINATION

Either party may terminate this Agreement, in whole or in part, by providing not less than a 30-day written notice of intent to terminate and reason why;

VIII. RESPONSIBILITIES

- A. The Agency agrees to be responsible for the following:

1. Provide the necessary requests to the Provider, timely, in order for them provide the services outlined in this Agreement and **Attachment A** at the cost per **Attachment B**. Requests at a minimum, should include name, address, and phone number, directions to the pick-up point and destination, and any client's special needs;
2. Educating and informing the Agency clients of accessing the service and of route or service changes and standards of conduct for passengers;
3. (add as needed)

B. The Provider will be responsible for the following:

- A. Provide motor vehicles that meet all North Carolina Division of Motor Vehicles safety inspection requirements;
- B. Ensure all drivers hold a valid North Carolina driver's license; are at least 21 years of age; Have no conviction of driving while impaired; Have no suspension or revocation of driver's license within the past 5 years;
- C. Conduct a criminal background check on all drivers;
- D. Ensure all drivers are able-bodied and free of physical/mental handicaps which would hamper the safe operation of a motor vehicle;
- E. Assume total responsibility for the safety and health of the client(s) during the time the client(s) are transported;
- F. Provide transportation as requested for all client(s) regardless of race, color, national origin, gender, age, religion or disability;
- G. Comply with Federal and State Drug and Alcohol Free Workplace Standards;

IX. SUBCONTRACTING

The Provider shall not subcontract any of the work contemplated under this agreement without prior written approval from the Division. Any approved subcontract shall be subject to all conditions of this contract. The Provider shall be responsible for the performance of all of its subcontractors;

X. ASSIGNMENT.

The Agency cannot assign its rights or obligations under this Agreement in whole or in part without the prior written consent of the Provider;

XI. INSURANCE

- A. Comprehensive General Liability: Such Bodily Injury and Property Damage Liability Insurance as shall protect the Provider from claims of Bodily Injury or Property Damage which may arise from services under this agreement. The amounts of such insurance shall not be less than \$2,000,000 each occurrence Bodily Injury Liability, and \$100,000 Property Damage Liability each occurrence/aggregate;
- B. Automobile Liability: Automobile Bodily Injury and Property Damage Liability covering all owned, non-owned, and hired automobile limits of not less than \$2,000,000 each accident;
- C. Worker Compensation and Occupational Disease Insurance: Meet North Carolina statutory requirements and Liability Insurance for an amount of not less than \$2,000,000.

XII. LIABILITIES

Each party hereto agrees to be responsible for its own liabilities arising out of this Agreement, including fiscal responsibilities for deviations from the terms of this Agreement. The Provider is an independent contractor for the Agency and the Provider is therefore responsible for the administration and supervision of its offices, employees, agents, or contractors. The Provider agrees to indemnify and hold harmless the Agency, officers, or employees thereafter from any liabilities, obligations, claims, damages (including, but not limited to any civil or criminal penalties) and the repayment of any funds originally provided by the Agency to the Provider which an audit of the Provider might disclose are due to be repaid to the State or Federal government or to the agencies of either, litigation costs and expenses (including attorney fees and expenses imposed upon) incurred by or asserted against the Agency, officers, and employees thereof for any reason whatsoever pertaining to this agreement. In the event there are lawsuits against the Provider, it will be the responsibility of the Provider to secure counsel to defend itself.

XIII. POINT OF CONTACT:

The day to day dealings between Provider and the Agency shall be as set forth below. Unless otherwise herein specified, all written notices, amendments and official correspondence concerning this Agreement shall be made between AGENCY and the PROVIDER at the following addresses:

For the PROVIDER:

Richard Jones - Director Davidson County Dept of Transportation 945 N. Main Street Lexington, NC 27292 Telephone: 336-242-2925 Fax: 336-236-7513 Email: richard.jones@davidsoncountync.gov
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For the AGENCY:

Cynthia Speight - Director Services for the Blind 2601 Mail Service Center Raleigh, NC 27699-2601 Tel: 919-527-6704 Fax: 919-733-9769 Email: Cynthia.Speight@dhhs.nc.gov

XV. CONDITIONAL WAIVER

Any liability on the part of the provider to adequately or properly perform this contract based on any of the following events or occurrences is hereby waived by the Agency:

1. Adverse weather conditions that would create hazardous driving conditions;
2. Unforeseen vehicle shortage;
3. Shortages of fuels or lubricants beyond the control of the provider;
4. War, riot, revolution, terrorism, act of God or other unforeseen circumstances whether of the class of causes herein before enumerated or not.

XVI. APPLICABLE LAW

This Agreement shall be deemed to have been executed and performed in the State of North Carolina, and all questions of interpretation shall be constructed by the laws of such state.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by duly authorized representatives the day and year first above written; to remain in full force for period ending **10/01/2020.**

AGENCY: Division of Services for the Blind

Signature: _____

Print Name: Cynthia Speight

TITLE: Division Director

Date: _____

AGENCY: Davidson County Dept of Transportation

Signature: _____

Print Name: Richard Jones

TITLE: Director of Transportation

Date: _____

ATTACHMENT A

TRANSPORTATION DESCRIPTION OF SERVICES

SERVICE DESCRIPTION

- A. Scheduled Transportation will be provided to Agency client(s) Monday - Friday from 6:30 a.m. to 5:30 p.m. Any transportation services outside this schedule must be pre-approved by both parties before services are scheduled and performed.
- B. Provider office hours are from 6:00 a.m. to 6:00 p.m.
- C. Agency making new client requests for service no less than 24 business hours in advance or special trip reservations no less than 48 business hours in advance;
- D. The Provider observes the following holidays and will not provide transportation services on these days:
 - Independence Day -
 - Labor Day -
 - Thanksgiving
 - Christmas -
 - New Year's Day
 - Good Friday
 - Memorial Day
- E. The Provider shall be notified no less than 24 business hours in advance of any changes to scheduled routes and reservations for demand-response trips. The Provider will invoice the Agency for all no-shows during the invoice period at the full rate for requested services. A no-show is defined as that service which was requested for and by an authorized individual, but the passenger was not present to be transported and the request had not been canceled. Cancellations will be accepted by Provider from the Agency or the passenger.
- F. Services being provided to Agency clients will be only for the approved clients of AGENCY. AGENCY will provide in writing to Provider all approved clients or will notify in writing to Provider of approval on an individual basis.
- G. No official or employee of the Provider shall accept any gift, whether in the form of a service, loan, thing, gratuities in the form of money, or promise, from any person or agency.
- H. The Provider does not supply attendants, but will allow a passenger one attendant, if requested, and supplied by the Agency. The Agency will be invoiced for any additional mileage incurred to pick up an attendant.
- I. The Provider will work closely with Agency personnel to resolve problems such as abusive and disruptive behavior by the client(s). If it's determined that a problem cannot be resolved and might present an immediate and/or safety hazard to other passengers, the Provider will notify the Agency of the intent to discontinue services for that client(s).

- J. Any and all information regarding persons served by the Provider is strictly confidential as regulated by state and federal statutes. Confidential information shall not be released in any form without the specific written authorization of the individual and/or as the case may be, the Agency sponsoring the individual's transportation.

- K. In keeping with the Provider policy, drivers are not allowed to enter the residence of any agency client or provide chore services unless there is an emergency.

ATTACHMENT B

PROVIDER BILLING SCHEDULE - MODIFY AS NEEDED

1. Transportation Services will be rendered at a rate of \$2.25 per shared service mile.



DAVIDSON COUNTY AGENDA ITEM

TO: BOARD OF COMMISSIONERS

DEPARTMENT: Health

PREPARED BY: Debbie Harris

TITLE: Approval of Affiliation Agreement with Gardner Webb University to Students
Clinical Rotations

BACKGROUND:

The Davidson County Health Department (DCHD) offers the clinic for nursing/NP/PA student clinical rotations. A Gardner-Webb student would like to do her clinical rotations here, we have not signed an agreement with Gardner-Webb in the past, and needs the agreement in place so the student may intern. A copy of the Affiliation Agreement is attached for your review.

RECOMMENDATION(S):

Approve Agreement and authorize execution on behalf of Davidson County.

Attachments

Affiliation Agreement



GARDNER-WEBB UNIVERSITY

HUNT SCHOOL *of* NURSING

AFFILIATION AGREEMENT

This agreement (the “Agreement”) is entered into this, **4th day of September, 2019** by and between, **Davidson County Health Department** (the Facility) and **Gardner-Webb University** (the “University”), an educational institution organized under the laws of the State of North Carolina. The **Facility** and the **University** may hereafter be referred to as the “Parties”.

WITNESSETH:

WHEREAS, the **Facility** desires to assist the **University** in operating its Nursing programs (the “Program”)

WHEREAS, the **University** desires to provide to the students enrolled in the Program the opportunity to work in a clinical setting (the “Clinical Experience”).

NOW, THEREFORE, in consideration of the mutual promises made herein and other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Agreement agree to the following terms and conditions, which shall be legally binding upon the Parties:

I. TERM

The term of this Agreement shall be from **September 4, 2019** to **September 30, 2024** unless earlier terminated by the Parties pursuant to Section III, below.

II. GENERAL CONDITIONS

The purpose of the Clinical Experience is to provide students of the University practical experience in their respective fields of study. In keeping with this purpose, the Parties agree to assume the following responsibilities:

A. Rights and responsibilities of the Facility:

1. To retain ultimate responsibility for the care and safety of the patients who receive care or treatment from any student or faculty member participating in the Clinical Experience (the “Participant,” in the singular, and the “Participants,” in the plural);
2. To provide a reasonably safe working environment, including reasonably safe equipment, tools, and premises, to each Participant;

3. To inform each Participant of those policies and procedures of the Facility, including, but not limited to, those policies and procedures relevant to safety and OSHA Bloodborne Pathogens, that directly impact the work that he or she will perform during the Clinical Experience;

4. To provide to each student Participant, whenever possible, a case load that is of adequate size and variety to ensure that the educational component of the Clinical Experience is challenging and valuable, on the one hand, and appropriate to the student Participant's need and level of proficiency, on the other hand;

5. To appoint one or more representatives of facility (the "System Representative") who shall be responsible for communicating with the University on matters relevant to the Clinical Experience, who shall serve as a contact person for the University and/or the Participants, and who shall work with the representative or representatives of the University (the "University Representative") to coordinate the Clinical Experience on behalf of the Facility;

6. To provide to each Participant general information addressing the physical layout of the facility or facilities in which the Clinical Experience will take place, the mission of facility, and the relevant internal policies of facility;

7. To refer each Participant who is involved in an exposure incident to the University's post-exposure evaluation and follow-up program or, if no such program exists, to facilitate post-exposure evaluation and follow-up program; and

8. To provide to the University, upon request, information or recommendations on how the Clinical Experience can be improved.

B. Rights and responsibilities of the University:

1. To retain ultimate responsibility for the adequacy of the educational program offered by the University and for the academic preparedness of the students selected to participate in the Clinical Experience;

2. Where applicable, to appoint faculty Participants to supervise the student Participants while they are engaged in the Clinical Experience;

3. To obtain, prior to the commencement of the Clinical Experience, the Facility's approval of any faculty Participant appointed to supervise student Participants;

4. To ensure, prior to the commencement of the Clinical Experience, that any Participants have completed and submitted as a part of the University's pre-employment process (for employed faculty, if applicable) or otherwise (for students or contracted faculty) the following:

- **appropriate references, (upon request),**
- **valid licensure or certification as required by role or function,**
- **criminal background check (minimum criminal background information required includes a criminal record report check in all jurisdictions/states in which the Participant has resided in the previous seven (7) years and all names used within each jurisdiction, a social security number trace, and a National Sex Offender Registry search),**
- **I-9 (for faculty), and**
- **a health assessment (as may be required), including PPD and drug testing (minimum drug screening requirements include testing completed at a CAP or SAMSHA certified lab using a seven (7) panel test including THC, opiates, amphetamines, benzodiazepines, cocaine, PCP, barbiturates).**

University represents to Facility that it has performed or shall perform all of the required queries, tests, and confirmations required by Facility and that University has written documentation to satisfy all of the pre-conditions for each Participant.

University also represents and warrants to Facility that upon notification to University that Facility needs the information related to a request, inquiry, or requirement related to The Joint Commission, CMS or other accrediting agency, to the extent permitted by the requirements of the Family Educational Rights and Privacy Act, University will immediately supply copies of all such items to Facility within a timely manner of Facility's written request (by e-mail, fax or otherwise) for production of the same.

University also represents and warrants to Facility that it will respond within five (5) business days to facility's written request (by e-mail, fax or otherwise) for University's response to an audit of documentation, and that if necessary in Facility's determination, University will allow Facility to make a random on-site audit(s) of its records of Participants, to the extent permitted by the requirements of the Family Educational Rights and Privacy Act, during normal business hours and upon reasonable advance written notice (by e-mail, fax or otherwise) from Facility to University;

5. To comply with the Immigration Reform and Control Act of 1986 (IRCA), its regulations, and all other federal, state, or local laws, rules, or regulations governing the employment of persons legally authorized to work in the United States ("Immigration Laws"). University warrants and agrees that it is solely responsible for its own compliance with the Immigration Laws and that it will maintain its own proper Employment Eligibility Verification or I-9 Forms for its employees as required by IRCA and its regulations;

6. To ensure that no participant is, or has ever been: (a) excluded from participation in any federal or state health care program, including but not limited to, Medicare and Medicaid for having engaged in any activity set forth in 42 U.S.C. § 1320a-7 (LEIE list); (b) excluded from participation for fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in other than a health care program operated in whole or in part by any federal, state, or local government agency (EPLS list); (c) a specially designated national set forth in 31 C.F.R. § 501.701 (SDN list); or (d) debarred by the General Services Administration (ARNET list).

7. To ensure that all Participants act within the scope of their respective privileges, license or practice, as applicable;

8. To prevent from participating in the Clinical Experience any faculty Participant who is objectionable to Facility;

9. To inform any Participant that he or she must attend any orientation required by the department(s) in which the clinical experience will take place before beginning the Clinical Experience or supervising any student Participant;

10. To ensure that each Participant has received, prior to the commencement of the Clinical Experience, as evidenced by proper documentation, the following immunizations and tests:

a. a tetanus booster within the past ten (10) years;

b. a measles vaccination (if Participant was born after 1957);

c. a rubella immunization (unless Participant provides serologic confirmation of immunity);

d. a mumps immunization (unless Participant provides serologic confirmation of immunity);

e. an intradermal, protein-derivative-type tuberculin skin test within the past twelve (12) months (unless Participant is known to have an allergic or positive reaction to same, in which case a chest X-ray is required);

f. a Hepatitis B vaccination series (unless Participant signs an appropriate declination form);

g. a varicella immunization (unless Participant provides serologic confirmation of immunity); and

h. influenza vaccination(s) including H1N1 as required by Facility

11. To inform each Participant that he or she should not report for duty at Facility's premises if he or she is suffering from any contagious, communicable disease that, without preventative measures, is likely to pose a threat to the health or safety of Facility's patients;

12. To provide instruction to each Participant on how exposure to bloodborne pathogens can be avoided and on how the OSHA Bloodborne Pathogens Standard can be complied with;

13. To develop and implement a program for post-exposure evaluation and follow up that can be used by Participants, or to reimburse Facility for developing and implementing such a program on the University's behalf;

14. To inform each Participant that neither Facility nor the University will be providing personal health insurance for Participants and that, consequently, each Participant must make his or her own arrangements for the payment of personal health care expenses;

15. To purchase one or more general liability and professional insurance policies covering the Participants and having minimum policy limits of \$2,000,000 per claim and \$5,000,000 per aggregate;

16. To provide to Facility a certificate or certificates, which shall be incorporated herein and attached as Exhibit A to this Agreement, evidencing the validity of the insurance coverage required herein;

17. Will provide notice to Facility as soon as possible in the event that any insurance policy providing the coverage required herein is cancelled or modified;

18. To provide to facility, at least fourteen (14) days prior to the commencement date of the clinical experience;

a. a roster of the students who will be participating in the clinical rotations associated with the Clinical Experience, and/or

b. such other information as facility reasonably requests.

19. To provide to Facility, upon request, written outlines or statements detailing, in complete or summary fashion:

a. the various academic or temporal components of the Clinical Experience,

b. the objectives of the Clinical Experience from the standpoint of the University, and

c. the expectations of the University with respect to the behavior, conduct and language of the Participants.

20. To ensure that each student selected to participate in the Clinical Experience has successfully completed all of the academic prerequisites to participation;

21. To permit Facility to determine the total number of students that can be accommodated in the Clinical Experience;

22. To ensure that any faculty Participant is competent and adequately trained and educated;

23. To appoint a University Representative, who shall be responsible for communicating with Facility on matters relevant to the Clinical Experience, who shall serve as a contact person for Facility, Facility Representative and/or the Participants, and who shall work with Facility Representative to coordinate the Clinical Experience on behalf of the University and the Participants;

24. To take appropriate measures to limit or discontinue the involvement in the Clinical Experience of any Participant (i.e., student or faculty member) who, in the opinion of the University or the University Representative, is failing to fulfill the requirements of the Clinical Experience or is presenting an unnecessary risk to the health and safety of any patient or the continued viability of the Clinical Experience;

25. To comply with any request made by Facility or facility Representative for the removal of any Participant (i.e., student or faculty member) from the Clinical Experience, or for the restriction or prevention of any Participant's involvement in the Clinical Experience, on the grounds that:

a. the Participant has failed to comply with any applicable policies (including dress policies), procedures, standards, regulations or laws of facility, the state government or the federal government,

b. the Participant has engaged in misconduct or negligence which posed or poses a threat to the health or safety of a patient, or

c. the Participant has engaged in conduct that is inconsistent with Facility's purposes, missions, dress codes, or MERIT behavioral values; and

26. To verify that each Participant has received and holds valid certification in professional-level CPR.

III. TERMINATION

This Agreement shall automatically terminate upon the expiration of its term. In addition, this Agreement shall terminate if either party exercises its right to terminate. In order to exercise this right, the party that desires termination must send to the other party a written notice of termination. Unless there is a reasonable ground for believing that patient safety or care will be unduly compromised if termination does not occur immediately, termination shall not become effective until at least ninety (90) days after written notice of termination has been sent. Notwithstanding any of the foregoing, each Participant who has complied with all of the requirements of the Clinical Experience and this Agreement shall be permitted to complete the semester that he or she is actively engaged in at the time of termination.

V. INDEMNIFICATION

To the extent permitted by applicable law, each party agrees to indemnify and hold harmless the other, along with its officers, agents, servants, employees and indemnities, against any and all liabilities, claims, demands, suits, losses, damages, costs, attorney's fees, and expenses arising out of or related to the bodily injury or death of any person, the unauthorized or inappropriate use of or disclosure of any "protected health information" within the meaning of 45C.D.R. 164.501, or the damage or destruction of any property, caused by any negligent or intentional acts of omission.

V. AMENDMENTS

Amendments to this Agreement must be made in writing and signed by the respective representatives of the Parties before they can become effective.

VI. NOTICES

All notices required by this Agreement shall be forwarded to:

Facility:

Davidson County Health Department
915 Greensboro Street
Lexington, NC 27292
Attn: Mary Lou Collett

University:

Nicole Waters, DNP, RN
Dean, Hunt School of Nursing
Gardner-Webb University
PO Box 7309
Boiling Springs, North Carolina 28017
(704) 406-2302

VII. APPLICABLE LAWS

A. Miscellaneous Provisions

1. The Agreement shall be construed, governed and interpreted in accordance with the laws of the State of North Carolina;
2. The Parties agree that there shall be no discrimination on the basis of age, race, color, sex, religion, national origin or disability in the administration of this Agreement and the Clinical Experience.

B. Health Insurance Portability and Accountability Act ("HIPAA")

1. The University acknowledges that the Facility, as a health care provider, is subject to the provisions of HIPAA, a federal statute which, in part, governs disclosures and uses of "protected health information" ("PHI"). PHI is defined in 45 C.F.R. § 164.501, and includes health information received or created by a health care provider that relates to the "past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care and identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual." See 45 C.F.R. § 164.501.
2. The University agrees that:
 - a. Facility shall have the right to educate each Participant on the proper uses and disclosures of PHI, and
 - b. Facility shall have the right to require each Participant to sign a written confidentiality agreement.
3. The Parties agree that any failure on the part of the University or the Participants to abide by the requirements of HIPAA or System policies and procedures implementing HIPAA shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement.

VIII. NO EMPLOYMENT RELATIONSHIP

Each Participant shall be regarded, insofar as this Agreement is concerned, as a student or faculty of the University rather than as an employee, agent or servant of Facility. Accordingly, no Participant shall accrue any of the benefits, including, but not limited to, workers' compensation coverage, paid time off, and overtime pay, that accrue to employees, agents or servants of facility.

IX. SEVERABILITY

If any part, term, or provision of this Agreement is held invalid or unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated.

X. ASSIGNMENT

Neither party may assign, transfer or sell its rights or obligations under this Agreement without receiving the prior written consent of the other party.

XI. WAIVER OF BREACH

The waiver of a breach of this Agreement or the failure of a party to exercise any right secured to it by this Agreement shall in no event constitute a waiver of any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under this Agreement.

XII. FORCE MAJEURE

Neither party shall be liable for any failure to perform, nor delay in performing, any of its obligations under this Agreement caused by forces or circumstances beyond its reasonable control, and without fault or negligence on the part of that party. Such forces or circumstances shall include, but not be limited to, Acts of God, acts of civil or military authority, fires, floods, epidemics, quarantines, and civil commotion. However, in the event of such a force or circumstance becoming manifest, the party that finds itself unable to perform shall promptly notify the other party in writing and shall take all reasonable steps to remove such impediments to its performance.

XIII. INTEGRATION

This Agreement shall constitute the entire agreement between the Parties with respect to its subject matter.

IN WITNESS WHEREOF, the Parties, through their respective representatives, who hereby attest that they have the requisite authority to bind their principals, agree to be bound by the terms and conditions of this Agreement as of the date and year first written above.

Davidson County Health Department

Gardner-Webb University

By: _____

By: _____

Title: _____

Title: Ben Leslie, Provost and Executive Vice President

Date: _____

Date: _____



DAVIDSON COUNTY AGENDA ITEM

TO: BOARD OF COMMISSIONERS

DEPARTMENT: Transportation

PREPARED BY: Debbie Harris

TITLE: Acceptance of 5311 Transportation Grant

BACKGROUND:

Davidson County has been notified that it has been awarded a 5311 Community Transportation Program Grant totaling \$341,265 for FY20 from the Department of Transportation. The Grant Agreement is attached for your review.

RECOMMENDATION(S):

Staff recommends the acceptance of 5311 Transportation Grant funds on behalf of Davidson County and requests authorization for execution of grant documents on behalf of Davidson County and authorization for the local match. Matching funds are included in the FY 19-20 Budget.

Attachments

FY20 5311 Grant Agreement

INSTRUCTIONS FOR EXECUTING GRANT AGREEMENTS PUBLIC BODY GRANTEES

Included in this correspondence is an electronic file in a PDF format of the grant agreement(s) to be executed between the local grant recipient and the North Carolina Department of Transportation.

1. The person officially authorized by resolution of the governing body to accept the department's offer of financial assistance should electronically sign each agreement where indicated. The signature must be witnessed. Stamped signatures are not acceptable.
2. Enter your agency's **Federal Tax ID Number** and Fiscal Year-End on the signature page. Complete the section on the table for **Contract Administrators:** **For the Contractor: "If Delivered by US Postal Service" and "If Delivered by Any Other Means"**.
3. ***Do not date the agreements.*** This will be done upon execution by the department.
4. ***Return 1 copy within thirty (30) days*** via DocuSign.

A fully executed agreement will be returned to you via email and will be available for review in EBS upon the approval of your Agreement.

In the event the contract cannot be returned within thirty (30) days, please call me immediately at (919) 707-4672.

Please note that the department cannot reimburse the grant recipient for any eligible project expenses until the agreements are fully executed.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

August 30, 2019

Mr. Zeb Hanner, County Manager
Davidson County
P.O. Box 1067
Lexington, North Carolina 27293-1067

RE: FY20 5311 Community Transportation Program
Project No. 20-CT-026
WBS Element No.: 36233.34.21.1 (Admin)
Period of Performance: 07/01/19-06/30/20

Dear Mr. Hanner:

On February 7, 2019, the Board of Transportation approved your organization's request for an FY20 Community Transportation Grant in the amount of \$341,265. The agreement to be executed between Davidson County and NCDOT is enclosed. The individual authorized to enter into this agreement for the financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 6b of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any question related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please reference your assigned project number, WBS element, Agreement number and period of performance referenced on this letter.

Sincerely,

A handwritten signature in blue ink that reads "JoHanna Cockburn".

JoHanna Cockburn, AICP
Interim Director

JC\mf

Attachments

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

and

DAVIDSON COUNTY

**PUBLIC TRANSPORTATION GRANT AGREEMENT FOR
COMMUNITY TRANSPORTATION RURAL FORMULA GRANT
PROGRAM**

Federal Award Identification

Application Number:

NCDOT Project Number: **20-CT-026**

Approved Indirect Cost Rate: **7.65%**

FAIN Number(s):

CFDA Number: **20509**

DUNS Number: **077839744**

Total Amount of Award
(Federal/State/Local): **\$341,265**

.....
Federal Funded Programs:

- 5303 Metropolitan Planning Grant**
- 5307 Urbanized Area Formula Grant**
- 5310 Enhanced Mobility of Seniors & Individuals with Disabilities Grant**
- 5311 Community Transportation Rural Formula Grant**
- 5311 Appalachian Development Transit Assistance Grant**
- 5311f Intercity Bus Grant**
- 5316 Job Access Reverse Commute Grant**
- 5317 New Freedom Grant**
- 5339 Bus and Bus Facility Grant**

THIS AGREEMENT made this the _____ day of _____, 20____, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and **DAVIDSON COUNTY**, (acting in its capacity as the grant recipient hereinafter referred to as the "Subrecipient" and together with Department as "Parties").

1. Purpose of Agreement

The purpose of this Agreement is to provide for the undertaking of nonurbanized and small urban public transportation services as described in the project application (hereinafter referred to as "Project") and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

2. Availability of Funds

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

3. Period of Performance

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **July 1, 2019 to June 30, 2020**. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

4. Project Implementation

- a. **Scope of Project. Davidson County Transportation will use Administrative funds to support personnel expenses for four (4) full time office staffers; marketing and the Management Services contract for Call Center will also be expenses incurred.**
- b. The Subrecipient shall undertake and complete the project in accordance with the procedures, terms, and conditions herein and as included in the related grant application for financial assistance, the terms of which are incorporated by reference.

- c. Amendment. Any amendment to this Agreement shall be done in writing and in accordance with established policies and procedures and only by mutual consent of the Parties.

5. Cost of Project/Project Budget

The total cost of the Project approved by the Department is **THREE HUNDRED FORTY-ONE THOUSAND TWO HUNDRED SIXTY-FIVE DOLLARS (\$341,265)** as set forth in the Project Description and Budget, incorporated into this Agreement as **Attachment A**. The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible Administrative, Operating, and Capital expenses. The Subrecipient hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department’s maximum (Federal plus State shares) contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Subrecipient which have the effect of reducing the actual cost.

Administration WBS	Administration Total	Administration Federal (80%)	Administration State (5%)	Administration Local (15%)
36233.34.21.1	\$341,265	\$273,012	\$17,063	\$51,190
Agreement #				
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	\$341,265	\$273,012	\$17,063	\$51,190

6. Project Expenditures, Payments, and Reimbursement

- a. General. The Department, utilizing available state and federal funds, shall reimburse the Subrecipient for allowable costs for work performed under the terms of this Agreement.
- b. Reimbursement Procedures. The Subrecipient shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.
 - i. Claims for reimbursement shall be made no more than monthly or less than quarterly, using the State’s grant system, Enterprise Business Services (EBS) Partner Application.
 - ii. All requests for reimbursement must be submitted within (30) days following the end of the project’s reporting period. Any Subrecipient that fails to submit a request for reimbursement for the first two quarters of

agreement fiscal year by January 31 or the last two quarters by July 31 will forfeit its ability to receive reimbursement for those periods.

- iii. All payments issued by the Department will be on a reimbursable basis unless the Subrecipient requests and the Department approves an advance payment.
 - iv. Supporting documentation for proof of payment may be requested.
- c. Subrecipient Funds.** Prior to reimbursement, the Subrecipient shall provide the Department with proof that the Subrecipient has met its proportionate share of project costs from sources other than FTA or the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Subrecipient.
- d. Operating Expenditures.** In order to assist in financing the operating costs of the project, the Department shall reimburse the Subrecipient for the lesser of the following when providing operating assistance:
- i. The balance of unrecovered operating expenditures after deducting all farebox revenue, or
 - ii. The percentage specified in the Approved Project Budget of the allowable total operating expenditures which shall be determined by available funding.
- e. Travel Expenditures.** The Subrecipient shall limit reimbursement for meals, lodging and travel to rates established by the State of North Carolina Travel Policy. Costs incurred by the Subrecipient in excess of these rates shall be borne by the Subrecipient.
- f. Allowable Costs.** Expenditures made by the Subrecipient shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:
- i. Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement
 - ii. Necessary in order to accomplish the Project
 - iii. Reasonable in amount for the goods or services purchased
 - iv. Actual net costs to the Subrecipient, i.e., the price paid minus any refunds (eg, refundable sales and use taxes pursuant to NCGS 105-164.14), rebates, or other items of value received by the Subrecipient that have the effect of reducing the cost actually incurred

- v. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the Department to the contrary is received
 - vi. Satisfactorily documented
 - vii. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department
- g. Excluded Costs.** The Subrecipient understands and agrees that, except to the extent the Department determines otherwise in writing, the Department will exclude:
- i. Any Project cost incurred by the Subrecipient before the period of performance of the agreement,
 - ii. Any cost that is not included in the latest Approved Project Budget,
 - iii. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangement that is required to be, but has not been, concurred in or approved in writing by the Department, and
 - iv. Any cost ineligible for FTA participation as provided by applicable Federal or State laws, regulations, or directives.
- h. Final Allowability Determination.** The subrecipient understands and agrees that payment to the subrecipient on any Project cost does not constitute the Federal or State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the subrecipient of the terms of this Agreement. The subrecipient acknowledges that the Federal or State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the Federal or State Government determines that the subrecipient is not entitled to receive any portion of the Federal or State assistance the subrecipient has requested or provided, the Department will notify the Subrecipient in writing, stating its reasons. The Subrecipient agrees that Project closeout will not alter the Subrecipient's responsibility to return any funds due the Federal or State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal or State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal or State law or regulation, the Federal or State Government may recover any Federal or State assistance funds made available for the Project as necessary to satisfy any outstanding

monetary claims that the Federal or State Government may have against the Subrecipient.

- i. Federal or State Claims, Excess Payments, Disallowed Costs, Including Interest.
 - i. Subrecipient's Responsibility to Pay. Upon notification to the Subrecipient that specific amounts are owed to the Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges within 60 days of notification.
 - ii. Interest Paid to the Department. The Subrecipient agrees to remit to the Department interest owed as determined in accordance with NCGS § 147-86.23.
 - iii. Interest and Fees Paid on Federal Funds. For amounts owed by the Subrecipient to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges as established by the Federal Transit Authority Master Agreement with NCDOT.
- j. De-obligation of Funds. The Subrecipient agrees that the Department may de-obligate unexpended Federal and State funds for grants that are inactive for six months or more.
- k. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Subrecipient has remitted the proper refund. The Subrecipient agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

7. Accounting Records

- a. Establishment and Maintenance of Accounting Records. The Subrecipient shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Project Budget and shall be reported to the Department in accordance with NCDOT Uniform Public Transportation Accounting System (UPTAS) guide.
- b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Subrecipient or others, shall be supported

by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

8. Reporting, Record Retention, and Access

- a. Progress Reports. The Subrecipient shall advise the Department, through EBS, regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the Department may require. Such reporting and documentation may include, but not be limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports. The Subrecipient shall collect and submit to the Department such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.
- b. Failure to comply with grant reporting and compliance guidelines set forth in the NCDOT PTD State Management Plan could result in financial penalties up to and including loss of current and future grant funding.
- c. Record Retention. The Subrecipient and its third party subrecipients shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Subrecipient, or until all audit exceptions have been resolved, whichever is longer.
- d. Project Closeout. The Subrecipient agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- e. State Auditor Oversight. The Subrecipient agrees to audit oversight by the Office of the State Auditor, to provide the Office of the State Auditor with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Subrecipient.
- f. Financial Reporting and Audit Requirements. In accordance with 09 NCAC 03M.0205, all reports shall be filed with the Department in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audit Reports must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
- g. Parts Inventory. Financial audits must address parts inventory management.

- h. Third Party Loans. Within 30 days of receipt, the Subrecipient shall disclose to the Department any loans received from a local government entity or other entity not party to this agreement.
- i. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F “Audit Requirements” are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E “Cost Principles.” The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159-34 is unallowable and shall not be charged to State or Federal grants.

9. Compliance with Laws and Regulations

- a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the Department or with state or federal law.
- b. The Subrecipient agrees to comply with all applicable state and federal laws and regulations, including titles 09 NCAC 3M and 19A NCAC 5B, as amended.

10. Conflicts of Interest Policy

The subrecipient agrees to file with the Department a copy of the subrecipient’s policy addressing conflicts of interest that may arise involving the subrecipient’s management employees and the members of its board of directors or other governing body. The subrecipient’s policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the subrecipient’s employees or members of its board or other governing body, from the subrecipient’s disbursing of State funds, and shall include actions to be taken by the subrecipient or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflicts of interest policy shall be filed with the Department prior to the Department disbursing funds to the subrecipient.

Prohibition on Bonus or Commission Payments

The Subrecipient affirms that it has not paid and will not pay any bonus or commission to any party to obtain approval of its Federal or State assistance application for the Project.

11. Tax Compliance Certification

The Subrecipient shall complete and submit to the Department a sworn written statement pursuant to NCGS 143C-6-23(c), stating that the Subrecipient does not have any overdue tax debts, as defined by GS 105-243.1, at the Federal, State, or local level. The Subrecipient acknowledges that the written statement must be submitted to the

Department prior to execution of this Agreement and disbursement of funds. The certification will be incorporated into this Agreement as Attachment B.

12. Assignment

- a. Unless otherwise authorized in writing by the Department, the Subrecipient shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department.
- b. The Subrecipient agrees to incorporate the terms of this agreement and any applicable State or Federal requirements into written third-party contracts, sub-agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing.

13. Hold Harmless.

Except as prohibited or otherwise limited by law, the Subrecipient agrees to indemnify, save, and hold harmless the Department, the State of North Carolina and the United States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Subrecipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

14. Real Property, Equipment, and Supplies.

Federal or State Interest. The Subrecipient understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. NCDOT shall be informed and included in all ribbon cuttings / dedications / groundbreaking. With respect to any Project property financed with Federal or State assistance under this Agreement, the Subrecipient agrees to comply with the following provisions, except to the extent FTA or the Department determines otherwise in writing:

- a. Use of Project Property. The Subrecipient agrees to maintain continuing control of the use of Project property. The Subrecipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA or the Department. Should the Subrecipient unreasonably delay or fail to use Project property during the useful life of that

property, the Subrecipient agrees that it may be required to return the entire amount of the Federal and State assistance expended on that property. The Subrecipient further agrees to notify the Department immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Subrecipient has made in its Application or in the Project Description for this Agreement for the Project. In turn, the Department shall be responsible for notifying FTA.

- b. Maintenance and Inspection of Vehicles. The Subrecipient shall maintain vehicles at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer and comply with the Department's State Management Plan ("SMP"). The Subrecipient shall register all vehicle maintenance activities into the Department's Asset Management System (AssetWorks) or an electronic version of same. The Department shall conduct frequent inspections to confirm proper maintenance pursuant to this subsection and the SMP. The Subrecipient shall collect and submit to the Department at such time and in such manner as it may require information for the purpose of the Department's Asset Management System (AssetWorks) and the Transit Asset Maintenance ("TAM") Plan.
- c. Maintenance and Inspection of Facilities and Equipment. The Subrecipient shall maintain any Project facility, including any and all equipment installed into or added on to the facility as part of the Project, in good operating order and at a high level of cleanliness, safety and mechanical soundness in accordance with good facility maintenance and upkeep practices and in accordance with the minimum maintenance requirements recommended by the manufacturer for all equipment installed in or added to the facility as part of the Project. Such maintenance shall be in compliance with applicable Federal and state regulations or directives that may be issued, except to the extent that the Department determines otherwise in writing. The Subrecipient shall document its maintenance program in a written plan. The Department shall conduct inspections as it deems necessary to confirm proper maintenance on the part of the Subrecipient pursuant to this subsection and SMP. Such inspections may or may not be scheduled ahead of time but will be conducted such that they shall not significantly interfere with the ongoing and necessary functions for which the Project was designed. The Subrecipient shall make every effort to accommodate such inspections by the Department in accordance with the Department's desired schedule for such inspections.
- d. The Subrecipient shall collect and submit to the Department at such time and in such manner as the Department may require information for the purpose of updating the TAM Plan Inventory and any and all other reports the Department deems necessary. The Subrecipient shall also maintain and make available to the Department upon its demand all documents, policies, procedures, purchase orders, bills of sale, internal work orders and similar items that demonstrate the Subrecipient's maintenance of the facility in good operating order and at a high level of cleanliness, safety and mechanical soundness.

- e. Incidental Use. The Subrecipient agrees that any incidental use of Project property will not exceed that permitted under applicable laws, regulations, and directives.
- f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Subrecipient. The Department's Public Transportation Division shall be recorded on the Certificate of Title as first lien-holder. In the event of project termination or breach of contract provisions, the Subrecipient shall, upon written notification by the Department, surrender Project equipment and/or transfer the Certificate(s) of Title for Project equipment to the Department or the Department's designee within 30 days of request.
- g. Encumbrance of Project Property. The Subrecipient agrees to maintain satisfactory continuing control of Project property as follows:
 - (1) Written Transactions. The Subrecipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.
 - (2) Oral Transactions. The Subrecipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.
 - (3) Other Actions. The Subrecipient agrees that it will not take any action adversely affecting the Federal and State interest in or impair the Subrecipient's continuing control of the use of Project property.
- h. Alternative Use, Transfer, and Disposition of Project Property. The Subrecipient understands and agrees any alternative uses, transfers, or disposition of project property must be approved by the Department and done in accordance with Departmental procedures.
- i. Insurance Proceeds. If the Subrecipient receives insurance proceeds as a result of damage or destruction to the Project property, the Subrecipient agrees to:
 - (1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
 - (2) Return to the Department an amount equal to the remaining Federal and State interest in the damaged or destroyed Project property.
- j. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Subrecipient's knowledge and consent, the Subrecipient agrees to restore the Project property to its original condition or

refund the value of the Federal and State interest in that property, as the Department may require.

- k. Responsibilities after Project Closeout. The Subrecipient agrees that Project closeout by the Department will not change the Subrecipient's Project property management responsibilities, and as may be set forth in subsequent Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

15. Insurance

The Subrecipient shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Subrecipient shall provide, as frequently and in such manner as the Department may require, written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Subrecipient to provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement. In addition, other insurance requirements may apply. The Subrecipient agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.

16. Termination

- a. Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law.
- b. Should the Subrecipient terminate the Agreement without the concurrence of the Department, the Subrecipient shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the work.

17. Additional Repayment Requirements and Remedies

- a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the Department is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there

are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Subrecipient agrees that the Department may require repayment from the Subrecipient of an amount of funds to be determined in the Department's sole discretion but not to exceed the amount of funds the Subrecipient has already received under this Agreement.

18. Civil Rights and Equal Opportunity

Under this Agreement, the Subrecipient shall at all times comply with the requirements included as part of this agreement in the Federal Terms and Conditions.

19. Choice of Law and Venue

This agreement is to be interpreted according to the laws of the State of North Carolina. The Parties hereby agree that the proper venue for any claims filed as a result of this Agreement shall be the Superior Court of Wake County, North Carolina.

20. Severability

If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal or State laws or regulations.

21. Incorporated Terms and Conditions

In addition to the Terms and Conditions contained in this agreement and the terms and conditions included in the grant application, which are hereby incorporated by reference, additional terms and conditions incorporated by reference into this agreement are checked below.



Federal Terms and Conditions, Attached

22. Federal Terms and Conditions

State Management Plan. The State Management Plan for Federal and State Transportation Programs and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the Department. Nothing shall be construed under the terms of this Agreement by the Department or the Subrecipient that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.

Allowable Costs. Eligible costs are those costs attributable to and allowed under the FTA program and the provisions of 2 CFR Parts 200 and 1201, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

No Federal Government Obligations to Third Parties. The Subrecipient acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Subrecipient or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

The Subrecipient agrees to include the above clause in each contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, the Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subrecipient to the extent the Federal Government deems appropriate.

The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(l) on the Subrecipient, to the extent the Federal Government deems appropriate.

The Subrecipient agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports.

a. Record Retention. The Subrecipient will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

c. Access to Records. The Subrecipient agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this Agreement as reasonably may be required.

d. Access to the Sites of Performance. The Subrecipient agrees to permit FTA and its contractors access to the sites of performance under this Agreement as reasonably may be required.

Federal Changes. The Subrecipient agrees to comply with all applicable federal requirements and federal guidance. All the standards or limits included in this agreement are minimum requirements. The federal requirements and guidance that applied at the time of the award this Agreement may be modified from time to time, and the modifications will apply to the Subrecipient.

Civil Rights and Equal Opportunity. Under this Agreement, the Subrecipient shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Subrecipient agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e et seq., and Federal transit laws at 49 USC § 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such

action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 USC §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 USC § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 CFR part 90, and Federal transit law at 49 USC § 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, the Americans with Disabilities Act of 1990, as amended, 42 USC § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC § 4151 et seq., and Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

Disadvantaged Business Enterprises. It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds. The Subrecipient is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements. The Subrecipient, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Subrecipient shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Subrecipient to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

When payments are made to Disadvantaged Business Enterprise (DBE) Subrecipients, including material suppliers, Subrecipients at all levels (Subrecipient, Subconsultant or Subrecipient) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department’s Subrecipient Payment Information Form (Form DBE-IS). In the event the Subrecipient has no DBE participation, the Subrecipient shall indicate this on the Form DBE-IS by entering the word ‘None’ or the number ‘zero’ and the form shall be signed. Form DBE-IS may be accessed on the website at: <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

A responsible fiscal officer of the payee Subrecipient, subconsultant or Subrecipient who can attest to the date and amounts of the payments shall certify that the accounting is

correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments made to the Department.

Prompt payment provisions. When a subcontractor has performed in accordance with the provisions of his contract, the contractor shall pay to his subcontractor and each subcontractor shall pay to his subcontractor, within seven days of receipt by the contractor or subcontractor of each periodic or final payment, the full amount received for such subcontractor's work and materials based on work completed or service provided under the subcontract NCGS §22C-1.

Incorporation of FTA Terms. Provisions of this Agreement include, in part, certain standard terms and conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1, as amended, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current FTA Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration.

Energy Conservation. The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subrecipient shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. As such, the Subrecipient shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded Agreement and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting this Agreement, Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined by the Department that the Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, throughout the period of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.

Lobbying Restrictions. The Subrecipient agrees that neither it nor any third-party participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve this agreement, including any extension or modification, according to the following:

(1) Laws, Regulations, Requirements, and Guidance. This includes:

(a) The Byrd Anti-Lobbying Amendment, 31 USC § 1352, as amended,

(b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR part 20, to the extent consistent with 31 USC § 1352, as amended, and

(c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

(2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the subrecipient's proper official channels.

The Subrecipient agrees to submit a signed and dated Certification on Lobbying that appears in the attachment.

Clean Air Act and Federal Water Pollution Control Act. The Subrecipient agrees:

1) It will not use any violating facilities;

2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"

3) It will report violations of use of prohibited facilities to FTA; and

4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 USC §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 USC §§ 1251-1387).

Public Transportation Employee Protective Arrangements. The Subrecipient agrees to comply with the following employee protective arrangements of 49 USC § 5333(b):

1. Sections 5307 and 5339. Under this Agreement or any Amendments thereto that involve public transportation operations that are supported with 49 USC § 5307 or 49 USC § 5339 federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. Section 5311. When the Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 USC § 5311, U.S. DOL will provide a Special Warranty for its Award. The U.S. DOL Special Warranty is a condition of the Agreement.
3. Section 5310. The conditions of 49 USC § 5333(b) do not apply to Subrecipients providing public transportation operations pursuant to 49 USC § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 USC § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

Charter Service. The Subrecipient agrees to comply with 49 USC 5323(d), 5323(r), and 49 CFR part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(d);
2. FTA regulations, "Charter Service," 49 CFR part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The Subrecipient agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply. The Subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

School Bus Operations. The Subrecipient agrees to comply with 49 USC 5323(f), and 49 CFR part 605, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(f);
2. FTA regulations, "School Bus Operations," 49 CFR part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Subrecipient violates this School Bus Agreement, FTA may:

1. Bar the Subrecipient from receiving Federal assistance for public transportation; or
2. Require the Subrecipient to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Subrecipient shall include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

Substance Abuse Requirements (Recipients of Sections 5307, 5311, and 5339 funds only). The Subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR parts 40 and 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations or the Department to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and review the testing process. The Subrecipient agrees further to submit the Drug and Alcohol Management Information System (DAMIS) reports before February 15 to NCDOT Public Transportation Compliance Office or its designee.

23. Contract Administrators.

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

For the Department:

Name: Myra Freeman
Title: Financial Manager
Agency: NCDOT/PTD
Email: Msfreeman1@ncdot.gov
MSC: 1550 Mail Service Center – Raleigh, NC 27699-1550
Physical Address: 1 S. Wilmington St, Rm 542, Transportation Building, Raleigh, NC 27601
Phone: 919-707-4672 Fax: 919-733-2304

For the Subrecipient:

Name: _____
Title: _____
Agency: _____
Address: _____
Email: _____
Phone: _____

IN WITNESS WHEREOF, this Agreement has been executed by the Department, an agency of the State of North Carolina, and the Subrecipient by and through a duly authorized representative and is effective the date and year first above written.

DAVIDSON COUNTY

SUBRECIPIENT'S FEDERAL TAX ID
NUMBER:

SUBRECIPIENT'S FISCAL YEAR END:

JUNE 30, 2020

BY:

TITLE:

COUNTY MANAGER

ATTEST:

TITLE:

DEPARTMENT OF
TRANSPORTATION

BY:

TITLE:

DEPUTY SECRETARY FOR
MULTI-MODAL TRANSPORTATION

ATTEST:

TITLE:

**Attachment
Certification Regarding Lobbying**

The Subrecipient certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Subrecipient's Authorized Representative: _____

Title: _____

Date: _____

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET
SALARY AND WAGE DETAIL

PROJECT: 20-CT-026
SPONSOR: DAVIDSON COUNTY

SQ NO	POSITION	NO	%	FTE	BUDGET
DEPT. 4521 OBJECT CODE 121					
01	Transportation Manager	01	100%	\$ 56,033	\$ 56,033
02	Safety & Compliance Coordin	01	50%	\$ 37,420	\$ 18,710
03	Office Support IV	01	100%	\$ 29,274	\$ 29,274
04	Transportation Coordinator	01	100%	\$ 36,121	\$ 36,121
05	Office Support IV	01	100%	\$ 31,424	\$ 31,424
TOTAL - OBJECT CODE 121					\$ 171,562
DEPT. 4521 OBJECT CODE 125					
				\$ -	\$ -
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL - OBJECT CODE 125					\$ -
DEPT. 4521 OBJECT CODE 126					
					\$ -
					\$ -
					\$ -
TOTAL - OBJECT CODE 126					\$ -
TOTAL DEPT. 4521 SALARIES AND WAGES					\$ 171,562

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2020 RESOLUTION

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by Commissioner Fred McClure and seconded by Commissioner Don Truell for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Capital budget Section 5310 program.

WHEREAS, Davidson County hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the Transportation Manager of Davidson County is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

**** The approved resolution allows the Authorized Representative to receive, sign, and return the contract(s) for the grant(s) applied for without the contract(s) resubmitted to the applicants Board for review.**

I Deborah J. Harris, Clerk to the Davidson County Board of Commissioners do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the Davidson County Board of Commissioners duly held on the 14th day of August, 2018.

Deborah Harris

Signature of Certifying Official

***Note that the authorized official, certifying official, and notary public should be three separate individuals.**

Seal Subscribed and sworn to me (date) 8/16/18

Mandy E. Connie

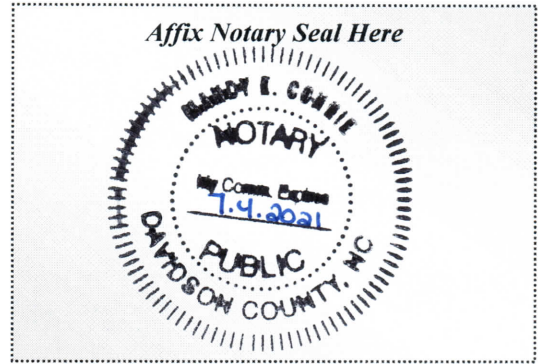
Notary Public*

Mandy E. Connie

294 Creekwood Ct., Lexington NC 27292

Printed Name and Address

My commission expires (date) July 4, 2021



PROGRAM SUMMARY SHEET REQUIREMENTS



NORTH CAROLINA
Department of Transportation

5311 Rural Formula
FEDERAL

Administration, Operating, Capital, Planning

PRINCIPLE	This guidance for all subrecipients receiving capital, administration, and operating assistance to support public transportation in rural areas (areas with populations of less than 50,000).
ELIGIBLE SUBRECIPIENTS	To be eligible, transit providers must have a signed resolution from the County Commissioners of each county served, designating them as the 5311 recipient in their jurisdiction in order to be eligible to apply for funds. Starting in FY 2018, these resolutions are updated on a 5-year basis. The resolution is part of the grant application process. North Carolina’s coordinated approach to service delivery allows a single applicant within each designated service area.
ELIGIBLE SERVICE and SERVICE AREA	General public transportation activities in rural North Carolina (areas outside urbanized area boundaries) are the focus of this funding. The goal of Section 5311 program is to enhance the overall mobility of people living in rural areas, therefore, projects may include transportation to or from rural areas. Service must be open and promoted to the general public, however, a rural transit provider may design its Section 5311 funded services to maximize use by members of the general public who are transportation-disadvantaged. Transportation disadvantaged people include seniors, people with disabilities, and low-income individuals. Providers receiving both 5311 and 5307 funds must have a method of allocating costs between the two programs.
FINANCIAL CAPACITY and MANAGEMENT	PTD suggests Subrecipients have sufficient funds to operate and maintain the NCDOT funded program for at least three months without incoming revenue from grants. Subrecipients must have fiscal control and accounting procedures sufficient to permit the tracking and reporting of grant funds. Any funds borrowed from a parent organization or governmental organization must be reported to NCDOT within 15 days.
AUDIT REPORTS and FINANCIAL STATEMENTS	Subrecipients that expend more than \$500,000 in federal funds from all sources (including federal funds provided through NCDOT) in a year must submit the annual single audit required by 09 NCAC 03M and evidence of resolution of findings related to the transit program to NCDOT. The value of a bus or van purchased must be considered when determining whether a Subrecipient meets the threshold for a single audit.
VEHICLE TITLES	Subrecipients will title the equipment and NCDOT Public Transportation Division be named first lien holder. When the project equipment has been replaced, NCDOT will release the lien. Useful life standards are maintained in NCDOT’s Transit Asset Management (TAM) Tier II Sponsored Plan. This inventory is updated on an annual basis.
INSURANCE	Subrecipients will maintain insurance as defined in the procedures.
MAINTENANCE	Subrecipients will maintain project equipment at a high level of cleanliness, safety, and mechanical soundness. An 80 percent on-time performance standard for equipment and

PROGRAM SUMMARY SHEET REQUIREMENTS

	wheelchair lifts has been set. All maintenance activities are entered into Trapeze EAM and performance is monitored. FTA and state funded facilities require a written maintenance plan and annual submission of the maintenance performed.
INCIDENTAL USE	PTD discourages incidental uses of real property unless it can generate additional revenues for the transit system or, at a reasonable cost, enhances system ridership. Prior written approval is required for incidental uses of real property which must be compatible with the original purposes of the contract. Incidental uses, such as meal delivery, are allowed if they do not interfere with the public transit service and cover the costs of the uses. Nutrition programs must cover the operating costs attributable to meal delivery.
PROGRAM REPORTING AND	NCDOT Public Transportation Division requires quarterly and year end reports. Program status reports are also required with each claim submitted. <u>Failure to submit reports on time will result in a reduction in the Rural Operating Assistance Program (ROAP).</u>
OVERSIGHT	NCDOT Public Transportation Division maintains all procedures required for oversight. These expectations, the State Management Plan, funding applications and Certifications and Assurances must be followed to maintain good standing for future funding. <u>Failure to submit reports on time will result in a reduction in the Rural Operating Assistance Program (ROAP).</u>
REFERENCES	Section 5311 Circular - C 9040.1G; Award Management Requirements 5010.1E; 09 NCAC 03M Third Party Contracting Guidance 4220.1F NCDOT's Business Guide Federal Transit Administration Annual Certifications and Assurances and Agreements Additional Terms & Conditions in the agreement State Management Plan PTD 5311 application overview and program material
UPDATES/REVISIONS	Original Date: 4/9/2018 Last Amended Date:

PROGRAM SUMMARY SHEET REQUIREMENTS



DAVIDSON COUNTY AGENDA ITEM

TO: BOARD OF COMMISSIONERS

DEPARTMENT: County Commissioners

PREPARED BY: Debbie Harris

TITLE: Appointments - Planning Committee for Aging Services

BACKGROUND:

Diane White and Alton Hanes have submitted applications to serve on the Planning Committee for Aging Services, and the Committee has requested that they both be appointed to serve. This information was sent to you on August 20, 2019 and August 21, 2019 respectively. Attached for your review are the Applications, along with a listing of the current members of the Committee.

RECOMMENDATION(S):

Approve appointments of Diane White and Alton Hanes.

Attachments

Current Membership Listing
Application of Alton Hanes
Application of Diane White

DAVIDSON COUNTY PLANNING COMMITTEE FOR AGING SERVICES

MEMBERSHIP DIRECTORY

Voting Members	Address	Phone	Email	Int. Term	Term Expire	Term Serv.
Catherine Lambeth, Chair	7 Signet Court Thomasville, NC 27360	(H) 336.475.3053	catlambeth7@gmail.com	4.28.15	1.23.21	2
Thomas R. Smith	309 Balsam Drive Lexington, NC 27292	(W) 336.243.2772 (C) 336.239.1155	tsmith@smith-leonard.com	11.24.17	12.31.20	1
Commissioner Fred McClure	PO Box 1236 Lexington, NC 27293	(H) 336.243.1641 (W) 336.249.9269 (C) 336.240.0223	fred@fredmcclure.com	N/A	N/A	N/A
Anne M. Burkhart	512 Woodlawn Drive Lexington, NC 27292	(H) 336.248.2928 (C) 336.843.1269	Anne91644@gamil.com	11.22.16	12.31.19	1
Dwight Cartner	118 Avondale Drive Lexington, NC 27292	(C) 336.242.8518	dwightcarol58@windstream.net	11.23.10	12.31.19	1
Janette Deang	4 Curtis Court Thomasville, NC 27360	(H) 336.476.1254	Jedeang@northstate.net	6.13.06	12.31.19	1
Ricky Johnson	913 Greensboro Street Lexington, NC 27295	(W) 336.242.2039	Rickyjohnson@davidsoncountync.gov	1.23.18	12.31.19	1
Charles V. Mabry	2234 Burkhart Rd Lexington, NC 27292	(H) 336.746.5729	cvmabry1953@outlook.com	6.27.17	6.27.20	1
Heidi P. Priest	335 Long Perryman Rd Winston-Salem, NC 27107	(H) 336.775.4005 (C) 336.813.1370	Gildad7@triad.rr.com	11.22.16	12.31.19	1
Rithia Ford	5003 White Oak Drive Lexington, NC 27295	(H) 336.764.1243 (C) 336.575.2179	rithiaaff@yahoo.com	3.27.18	3.27.21	1
Thomas R. Smith	309 Balsam Drive	(W) 336.243.2772	tsmith@smith-leonard.com	11.24.17	12.31.20	1

	Lexington, NC 27292	(C) 336.239.1155				
Karen Watford	4111 Denton Rd Thomasville, NC 27360	(H) 336.476.1567 (C) 336.802.7097	KarenL1955@aol.com	7.13.17	7.13.20	1
Brittany Pruitt	PO Box 492 Lexington, NC 27293	(W) 336.249.2532	brittanypruitt@uwdavidson.org	2.26.19	12.31.22	1
Agency Representatives						
Zeb M. Hanner	PO Box 1067 Lexington, NC 27293	(W) 336.242.2201	Zeb.hanner@davidsoncountync.gov			
Thessia Everhart-Roberts	555-B West Center St. Ext. Lexington, NC 27295	(W) 336.242.2946	Thessia.everhart@davidsoncountync.gov			
Scott Craver	PO Box 1067 Lexington, NC 27293	(W) 336.474.2624	Joseph.craver@davidsoncountync.gov			
Beth Rummage	601 West Center Street Lexington, NC 27292	(W) 336.249.2155	brummage@lifecenterdavidson.com			
Heather Hedrick	1104-A South Main Street Lexington, NC 27292	(W) 336.242.2450 (C) 336.908.1481	Hhedrick@daymarkrecovery.org			
Bob Cleveland	1398 Carrollton Crossing Dr, Kernersville, NC 27284	(W) 336.904.0300	bcleveland@ptrc.org			
Richard Jones	PO Box 1067 Lexington, NC 27293	(W) 336.242.2925 (C) 336.265.1406	Richard.Jones@davidsoncountync.gov			
Guests						
Allison Cathey	200 Hospice Way Lexington, NC 27292	(W) 336.475.5444 ext.2117	acathey@hospiceofdavidson.org			
Sergeant Randy Holbrook	2511 E US Hwy 64 Lexington, NC 27292	(W) 336.242.2845 (C) 336.479.0019	Randy.holbrook@davidsoncountync.gov			
Sue Epley	250 Hospital Drive Lexington, NC 27292	(H) 704.636.9352 (W) 336.238.4454	bepley@wakehealth.edu			

		(C) 336.250.2289			
Amanda Gardner	802 East Center Street Lexington, NC 27292	(W) 336.746.3500	agardner@uchas.org		
Jamie Lawhon	301 East Center Street Lexington, NC 27292	(W) 336.242.2092	jclawhon@ncsu.edu		
Donna Mashburn	PO Box 2051 Lexington, NC 27293	(W) 336.249.8824 ext. 301	Donna.mashburn@pastorspantry.org		
Jane McCann	3908 Westpoint Blvd, Ste. B Winston-Salem, NC 27103	(W) 336.767.7060	jmccann@theadaptables.com		
Allison Waters	2783 NC HWY 68 S. High Point, NC 27265		Awatson2@phhc.com		
Thomas Marshburn	555-D West Center St. Ext. Lexington, NC 27295	(W) 336.242.2285	Thomas.marshburn@davidsoncountync.gov		
Debra Simmons	4748 Old Salisbury Road Lexington, NC 27295	(W) 336.956.1132	Debra_simmons@alstonbrook.com		
Janice Smith	206 East Center Street Lexington, NC 27292	(W) 336.249.1011	Janice.smith@homeinstead.com		
Debbie Harris	PO Box 1067 Lexington, NC 27293	(W) 336.242.2202	Debbie.Harris@davidsoncountync.gov		
K. Brooke Adams	555-B West Center St. Ext. Lexington, NC 27295	(W) 336.242.2294	Kalyn.Adams@davidsoncountync.gov		
Mandy Connie	PO Box 1067 Lexington, NC 27293	(W) 336.242.2336	Mandy.connie@davidsoncountync.gov		
Jennifer Gentzlinger	2783 NC HWY 68 S. High Point, NC 27265	(W)914.506.7064	jgentzlinger@phhc.com		

**APPLICATION FOR APPOINTMENT
TO A BOARD OR COMMISSION
FOR DAVIDSON COUNTY**

Office Use Only
Received _____ Information Mailed <input type="checkbox"/>

The Davidson County Board of Commissioners appreciates your interest in serving on a Board or Commission and requests that you complete the following application. This application will provide general information based on your interest in serving on a Board or Commission for the Board of Commissioners to consider in making appointments. Questions are asked regarding gender, race, occupation, and education in order for Commissioners to appoint members that reflect the diversity of the County's population or to meet a specific qualification required of some boards or commissions. Citizens serving on Boards and Commissions perform invaluable service to the Board of Commissioners, County staff and the county by providing input into County Government planning, policies, regulations and functions.

Applicant Name: Alton Hanes Date of Application: 8 / 21 / 2019

Home Address: 140 Jack Young Rd Lexington, NC 27292
Street Address, City, Zip Code

Home Phone: (336) 309-9531 Business/Other Phone: (336) 242-2280

Fax Number: _____ Email Address: alton.hanes@DavidsonCountyNC.gov

Gender: Male Female
Race: White Black Asian Hispanic/Latino Native Hawaiian/Pacific Islander
American Indian/Alaskan Native Two or More Races

Occupation: Emergency Mgt. Coordinator
Educational Background: EMT-Paramedic

Members of County Boards and Commissions are appointed by the Board of Commissioners for differing terms as set forth for each Board or Commission, with the exception of filling unexpired terms or unless otherwise provided. All members shall be residents of the County unless otherwise provided. Members shall be persons of commitment and prestige, representing a cross section of the community including the racial, religious, business, labor and civic elements. Appointments are generally made in December of each year unless otherwise provided. Members shall hold office until their successors are appointed and qualified. Members may serve on only one (1) board or commission at a time unless otherwise approved by the Board of Commissioners. Members shall serve without compensation unless otherwise provided.

Do you reside within the boundaries of Davidson County: Yes No

Length of residence in Davidson County: 48 _____
Years Months

I would like to be considered for appointment to serve on a Davidson County Board or Commission. I understand that submission of this application in no way guarantees that I will be appointed to a Board or Commission by the Davidson County Board of Commissioners.

Alton Hanes
Applicant's Signature Required

8-21-2019
Date

Please return completed and signed form to:

Clerk to the Board, Davidson County, P.O. Box 1067, Lexington, NC 27293-1067
Office 336.242.2202 ~ Fax 336.248.8440 ~ Debbie.Harris@DavidsonCountyNC.gov

A copy of the application will be provided to the County Manager and Board of Commissioners for their consideration in making appointments to Boards and Commissions.

Please indicate your preferences by number (first choice being "1") and choose no more than three.

DAVIDSON COUNTY BOARDS AND COMMISSIONS

- | | |
|--|--|
| <input type="checkbox"/> Adult Care Home Committee | <input type="checkbox"/> Library Board of Trustees |
| <input type="checkbox"/> Airport Authority | <input type="checkbox"/> Nursing Home Advisory Committee |
| <input type="checkbox"/> Board of Elections | <input type="checkbox"/> Parks and Recreation Committee |
| <input type="checkbox"/> Boone's Cave Park Committee | <input checked="" type="checkbox"/> Planning Committee for Services to the Elderly |
| <input type="checkbox"/> Community Child Protection/Fatality Prevention Committee | <input type="checkbox"/> Planning and Zoning Board |
| <input type="checkbox"/> Davidson County Community College Board of Trustees | <input type="checkbox"/> Senior Services Advisory Board |
| <input type="checkbox"/> Davidson Progress | <input type="checkbox"/> Solid Waste Advisory Board |
| <input type="checkbox"/> Denton Planning/Zoning One Mile ETJ Rep | <input type="checkbox"/> Social Services Board |
| <input type="checkbox"/> Economic Development Commission | <input type="checkbox"/> Teachers' Scholarship Fund Advisory Committee |
| <input type="checkbox"/> Equalization and Review | <input type="checkbox"/> Thomasville Planning/Zoning One Mile ETJ Rep |
| <input type="checkbox"/> Farmland Preservation | <input type="checkbox"/> Tourism Committee |
| <input type="checkbox"/> Health Board | <input type="checkbox"/> Transportation Committee |
| <input type="checkbox"/> Industrial Facilities & Pollution Control Financing Authority | <input type="checkbox"/> Workforce Development Board |
| <input type="checkbox"/> Jury Commission | <input type="checkbox"/> Workforce Development Youth Council |
| <input type="checkbox"/> Juvenile Crime Prevention Council | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Lake Thom-A-Lex Recreation Authority | <input type="checkbox"/> Voluntary Agricultural District Advisory Committee |
| | <input type="checkbox"/> Other _____ |

Please provide a brief statement outlining why you wish to serve on a Davidson County Board or Commission:

I was requested to serve by Theesia Everhart. I am honored and willing to help our aging population.

Why do you think you would be an asset to this Board or Commission?

I will be a conduit between EMS with the Senior the encounter daily and the services they may need.

Please list current and previous service to the community, civic clubs, activities and talents:

**APPLICATION FOR APPOINTMENT
TO A BOARD OR COMMISSION
FOR DAVIDSON COUNTY**

Office Use Only
Received _____ Information Mailed <input type="checkbox"/>

The Davidson County Board of Commissioners appreciates your interest in serving on a Board or Commission and requests that you complete the following application. This application will provide general information based on your interest in serving on a Board or Commission for the Board of Commissioners to consider in making appointments. Questions are asked regarding gender, race, occupation, and education in order for Commissioners to appoint members that reflect the diversity of the County's population or to meet a specific qualification required of some boards or commissions. Citizens serving on Boards and Commissions perform invaluable service to the Board of Commissioners, County staff and the county by providing input into County Government planning, policies, regulations and functions.

Applicant Name: Diane White Date of Application: 6/26/19

Home Address: 26 W. 4th Ave. Apt. B, Lexington NC 27292
Street Address, City, Zip Code

Home Phone: (336) 248-4134 Business/Other Phone: (336) 309-2690

Fax Number: _____ Email Address: White.diane2000@gmail.com

Gender: Male Female
Race: White Black Asian Hispanic/Latino Native Hawaiian/Pacific Islander
American Indian/Alaskan Native Two or More Races

Occupation: Retired

Educational Background: attend Community College in Shelby and Davidson County
studied Business and Interior Design

Members of County Boards and Commissions are appointed by the Board of Commissioners for differing terms as set forth for each Board or Commission, with the exception of filling unexpired terms or unless otherwise provided. All members shall be residents of the County unless otherwise provided. Members shall be persons of commitment and prestige, representing a cross section of the community including the racial, religious, business, labor and civic elements. Appointments are generally made in December of each year unless otherwise provided. Members shall hold office until their successors are appointed and qualified. Members may serve on only one (1) board or commission at a time unless otherwise approved by the Board of Commissioners. Members shall serve without compensation unless otherwise provided.

Do you reside within the boundaries of Davidson County: Yes No

Length of residence in Davidson County: 51 _____
Years Months

I would like to be considered for appointment to serve on a Davidson County Board or Commission. I understand that submission of this application in no way guarantees that I will be appointed to a Board or Commission by the Davidson County Board of Commissioners.

Diane White
Applicant's Signature Required

6-26-19
Date

Please return completed and signed form to:
Clerk to the Board, Davidson County, P.O. Box 1067, Lexington, NC 27293-1067
Office 336.242.2202 ~ Fax 336.248.8440 ~ Debbie.Harris@DavidsonCountyNC.gov
A copy of the application will be provided to the County Manager and Board of Commissioners for their consideration in making appointments to Boards and Commissions.

Please indicate your preferences by number (first choice being "1") and choose no more than three.

DAVIDSON COUNTY BOARDS AND COMMISSIONS

- | | |
|--|--|
| <input type="checkbox"/> Adult Care Home Committee | <input type="checkbox"/> Library Board of Trustees |
| <input type="checkbox"/> Airport Authority | <input type="checkbox"/> Nursing Home Advisory Committee |
| <input type="checkbox"/> Board of Elections | <input type="checkbox"/> Parks and Recreation Committee |
| <input type="checkbox"/> Boone's Cave Park Committee | <input checked="" type="checkbox"/> 1 Planning Committee for Services to the Elderly |
| <input type="checkbox"/> Community Child Protection/Fatality Prevention Committee | <input type="checkbox"/> Planning and Zoning Board |
| <input type="checkbox"/> Davidson County Community College Board of Trustees | <input type="checkbox"/> Senior Services Advisory Board |
| <input type="checkbox"/> Davidson Progress | <input type="checkbox"/> Solid Waste Advisory Board |
| <input type="checkbox"/> Denton Planning/Zoning One Mile ETJ Rep | <input type="checkbox"/> Social Services Board |
| <input type="checkbox"/> Economic Development Commission | <input type="checkbox"/> Teachers' Scholarship Fund Advisory Committee |
| <input type="checkbox"/> Equalization and Review | <input type="checkbox"/> Thomasville Planning/Zoning One Mile ETJ Rep |
| <input type="checkbox"/> Farmland Preservation | <input type="checkbox"/> Tourism Committee |
| <input type="checkbox"/> Health Board | <input type="checkbox"/> Transportation Committee |
| <input type="checkbox"/> Industrial Facilities & Pollution Control Financing Authority | <input type="checkbox"/> Workforce Development Board |
| <input type="checkbox"/> Jury Commission | <input type="checkbox"/> Workforce Development Youth Council |
| <input type="checkbox"/> Juvenile Crime Prevention Council | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Lake Thom-A-Lex Recreation Authority | <input type="checkbox"/> Voluntary Agricultural District Advisory Committee |
| | <input type="checkbox"/> Other _____ |

Please provide a brief statement outlining why you wish to serve on a Davidson County Board or Commission:

I am interesting in serving on the Planning Committee for the Elderly because I have been a caregiver to many of my friends, mostly toward the end of their lives, and I have seen the issues they face.

Why do you think you would be an asset to this Board or Commission?

I would be an asset to this Committee because I have a lot of experience with end of life care and volunteering with the aging population. I want to be involved in making sure our County is providing the resources

Please list current and previous service to the community, civic clubs, activities and talents:

Served on the Adult home health care Crisis Ministry volunteer
Grieving Committee at First Baptist Church
Chair of Food Committee at First Baptist Church
Volunteer with Hospice of Davidson County
Touching Davidson County with Love Volunteer
Caregiver to many friends and family members.

needed for Seniors to age with dignity and independence. And also that services are available to help caregivers during the process.



DAVIDSON COUNTY AGENDA ITEM

TO: BOARD OF COMMISSIONERS

DEPARTMENT: Library

PREPARED BY: Ms. Debbie Harris

TITLE: Approval of Contract for Library System with World Book, Inc.

BACKGROUND:

The Library System is requesting permission to enter into agreements with World Book to provide a database offering World Book Online on three levels: kids, students and advanced. Funds for this project were included in the FY 19-20 Budget. A copy of the Agreements are attached for your review.

RECOMMENDATION(S):

Approve Agreements and authorize execution on behalf of Davidson County.

Attachments

Agreement with World Book, Inc.
Subscription Agreement



WORLDBOOKONLINE.COM

INSTITUTIONAL AND BUSINESS SUBSCRIPTION AGREEMENT

This Institutional and Business Subscription Agreement sets forth the terms and conditions of your use of the Site and the Services, each as defined below. Additional terms are contained on the Site. Please read all terms and conditions carefully. By executing this agreement, you agree to be bound by the terms and conditions herein, as well as those contained on the Site.

1. License Grant

a. World Book Online (the "Site") is an on-line information and educational service provided by World Book, Inc. ("World Book") consisting of information, services and content provided by World Book, affiliates of World Book, and third parties. World Book grants to you a non-exclusive, non-transferable license for you and your authorized users ("Authorized Users" as defined in Section 1(b) below) to access and use the services ("Services"), identified in the **World Book Online Connection Form** (following this agreement), on the Site subject to the terms and conditions of: (i) the Terms and Conditions of Use, Privacy Policy and other policies posted throughout the Site (collectively, the "Additional Terms", which are incorporated herein by reference, as the same may be changed from time to time by World Book); and (ii) this Institutional and Business Subscription Agreement. The Additional Terms and this Institutional and Business Subscription Agreement shall be collectively referred to as the "Agreement". In the event of a conflict between the terms of this Institutional and Business Subscription Agreement and any other terms, the terms of this Institutional and Business Subscription Agreement shall control.

b. The right to use the Services is granted only to you and your Authorized Users and is not transferable or assignable to any other person or entity. You may permit multiple workstations to access the Services, but only by Authorized Users. Authorized Users shall be members or affiliates of your organization who are established by reasonable security measures developed by World Book, such as: User ID, "cookies", IP address, referring URL, or library card number. User access to the Services utilizing these security measures shall be maintained by you to prevent unauthorized access to the Services.

c. It is your responsibility to ensure that all use of the Services, including, without limitation, use by Authorized Users, is strictly in compliance with the terms of the Agreement. You acknowledge and agree that home access to the Site via a private computer is only permitted by an individual utilizing his or her password, for personal, non-commercial use. You shall not permit utilization of the Site by another institution or entity. Use of your password by another institution or entity is strictly forbidden and may result in immediate termination of this Agreement.

d. You represent and warrant that the data included in the **World Book Online Connection Form** is true and accurate as of the date your access to the Services is activated by World Book and that you promptly shall inform World Book in the event that any data included in the **World Book Online Connection Form** needs to be updated or changed.

2. Usage Obligations

a. Except to the extent expressly provided in this Agreement, you may not copy, use, sublicense, lease or otherwise remarket or distribute by any means now or hereafter available any portion of or content on the Site.

b. You agree:

- (i) to promptly notify World Book if you or your Authorized Users suspect unauthorized use of the Site;
- (ii) that you and your Authorized Users are responsible for the results obtained, and conclusions drawn, from your or your Authorized Users' use of the Site;
- (iii) that you and your Authorized Users will comply with all applicable laws, regulations, or conventions in using the Site;

- (iv) that neither you nor your Authorized Users are a specifically designated individual or entity under any U.S. (or other) embargo or otherwise subject, either directly or indirectly, to any order issued by any agency of the U.S. Government (or any other government) limiting, barring, revoking or denying, in whole or in part, you or your Authorized User's export privileges and that you will immediately notify World Book in the event you or any of your Authorized Users become subject to any such order; and
- (v) that neither you nor your Authorized Users will export or re-export any Site content, directly or indirectly, to any countries that are subject to U.S. export restrictions.

3. The Site

a. The Site is generally available twenty-four (24) hours a day, seven (7) days a week. However, World Book may, at any time, without notice or liability, restrict the use of the Site or limit its availability in order to perform maintenance, update the Site, or for any other reasons World Book deems appropriate.

b. To the extent that the Site contains links to other web sites or resources ("Third-Party Materials"), your use of such Third-Party Materials shall be governed by any terms and conditions specific to those Third-Party Materials, in addition to this Agreement. The proprietors of such Third-Party Materials may provide technical support of such Third-Party Materials, restrict the use of such Third-Party Materials or limit the availability of such Third-Party Materials for any reason. World Book shall not be liable for any Third-Party Materials.

c. Title to, ownership of, and all proprietary rights in and to the content contained on the Site are reserved to and will at all times remain with World Book and its licensors. You shall have only those limited license rights with respect to the Site expressly granted to you in this Agreement. All rights not expressly granted herein are reserved to World Book and its licensors.

4. Warranty

The Site and content contained therein are believed by World Book to be accurate as of the date of publication. HOWEVER, WORLD BOOK OFFERS NO GUARANTEE OR WARRANTY THAT EITHER THE SITE OR THE CONTENT THEREIN ARE WITHOUT ERROR. THE SITE AND ITS CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WORLD BOOK EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. WORLD BOOK DOES NOT WARRANT THAT YOUR USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR FREE. IN ADDITION, WORLD BOOK DOES NOT REPRESENT OR WARRANT THAT THE SITE WILL BE FREE OF DEFECTS, INCLUDING WITHOUT LIMITATION, VIRUSES OR OTHER HARMFUL ELEMENTS. THE USER OF THIS SITE ASSUMES ALL COSTS IN CONNECTION WITH ANY SERVICING, REPAIR OR CORRECTIONS CAUSED BY USE OF THE SITE.

5. Limitation of Liability

IN NO EVENT WILL WORLD BOOK OR ITS LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE USE OR INABILITY TO USE THE SITE OR ANY INFORMATION CONTAINED THEREIN (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, LOST PROFITS, LOSS OR CORRUPTION OF DATA, OR COMPUTER FAILURE OR MALFUNCTION), REGARDLESS OF THE FORM OF ACTION AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Indemnification

You agree to indemnify, defend and hold harmless World Book (including but not limited to any subsidiaries or affiliates and licensors) from and against any claims or demands, damages, liabilities, costs, charges and expenses, including reasonable attorney's fees, that the indemnities may incur as result of your use of the Site and/or your violation of any covenant or obligation contained in this Agreement.



7. Charges and Payment

You shall pay to World Book or World Book's designee, as appropriate, all invoiced fees and charges due under the Agreement within thirty (30) calendar days of your receipt of an invoice. You agree to pay all attorney and collection fees arising from efforts to collect any past-due amounts from you to the maximum extent allowed by law.

8. Changes and Notifications

a. World Book may, at any time, change the Site and/or the content thereof, or the Additional Terms. A summary of any such changes will be provided to you in the "Subscriber News" section of the Site. If you find any change World Book makes to be unacceptable, you may cease using the Site and terminate this Agreement in accordance with its terms. Your continued use of the Site after the effective date of a change constitutes your continued acceptance of the Agreement and the Site, as changed.

b. It is your responsibility to check the "Subscriber News" section regularly and review any changes made. World Book may, at its discretion, supplement the above notices: (i) by putting a pop-up notice on your screen when you access the Site; (ii) by sending you a letter or e-mail; or (iii) utilizing any other reasonable means.

c. If World Book needs to contact you regarding your account, World Book shall do so by regular mail or e-mail. If you need to contact World Book concerning the Site or your account, you may contact World Book at sub.questions@worldbookonline.com.

9. Term and Termination

a. The initial term of this Agreement shall be for the period of one (1) year from the date your access to the Services is activated by World Book.

b. Either you or World Book may terminate this Agreement and your access to or use of the Services for any reason at any time by giving the other party notice of termination in writing. Such termination shall be effective upon receipt of the notice. World Book may terminate this Agreement and you or your Authorized Users' access to or use of the Services without notice for your non-payment of any amounts due hereunder and for any conduct by you or your Authorized Users that World Book determines in its sole discretion, either (i) violates this Agreement, (ii) interferes with other users' use of the Site, or (iii) is otherwise inappropriate. Upon any termination, your license to use the Services and to access the Site automatically terminates. In the event that this Agreement is terminated by World Book for cause or by you for any reason, any fees or charges paid by you to World Book pursuant to this Agreement will not be refunded or prorated.

c. Those sections of this Agreement that should by their nature survive termination or expiration of this Agreement, shall survive such termination or expiration

10. Subscription Renewal

This Agreement shall renew for successive additional terms of one (1) year each upon World Book's receipt from you and acceptance of a valid purchase order or other form of payment approved by World Book to extend the term of this Agreement. If no valid payment is received and/or accepted by World Book prior to the expiration of the then-current term, this Agreement will automatically terminate at the end of the then-current term.

11. Miscellaneous

a. This Agreement (together with any additional terms and any attachments hereto) constitutes the entire agreement between World Book and you, and supersedes all previous written and oral agreements or understandings between the parties with respect to the Services and the Site.

b. Subject to the terms of this Agreement, any information exchanged between you and World Book while you are using the Site is not confidential and shall in no way create a confidential relationship.



- c. Any terms varying from or adding to this Agreement in any communication from you are void unless expressly agreed to in writing by World Book.
- d. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the validity of the remainder of this Agreement will not be affected and each remaining provision of this Agreement will be valid and enforced to the fullest extent of the law.
- e. No exercise of waiver, in whole or in part, of any right or remedy provided for in this Agreement shall operate as a waiver of any other right or remedy. No delay on the part of either party in the exercise of any right or remedy shall operate as a waiver thereof.
- f. Nothing contained in this Agreement will be construed to prevent World Book from complying with law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by World Book with respect to such use.
- g. This Agreement will be governed by the laws of the State of Illinois without regard to its conflict of law provisions. All disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction and venue of the state and federal courts located in Cook County, Illinois, and the parties hereby consent to such jurisdiction and venue.

[Options for written signature or online acceptance.]

By signing below, you warrant that you have authority to bind the entity on whose behalf you are signing and acknowledge that you have read, understood and agree to be bound by this Agreement.

SUBSCRIBER: _____
X: _____
Print: _____
Title: _____
Date: _____

WORLD BOOK, INC.
X: _____
Print: _____
Title: _____
Date: _____



WORLDBOOKONLINE.COM

INSTITUTIONAL AND BUSINESS SUBSCRIPTION AGREEMENT

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c. It is your responsibility to ensure that all use of the Services, including, without limitation, use by Authorized Users, is strictly in compliance with the terms of the Agreement. You acknowledge and agree that home access to the Site via a private computer is only permitted by an individual utilizing his or her password, for personal, non-commercial use. You shall not permit utilization of the Site by another institution or entity. Use of your password by another institution or entity is strictly forbidden and may result in immediate termination of this Agreement.

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- (ii) that you and your Authorized Users are responsible for the results obtained, and conclusions drawn, from your or your Authorized Users' use of the Site;
- (iii) that you and your Authorized Users will comply with all applicable laws, regulations, or conventions in using the Site;



- (iv) that neither you nor your Authorized Users are a specifically designated individual or entity under any U.S. (or other) embargo or otherwise subject, either directly or indirectly, to any order issued by any agency of the U.S. Government (or any other government) limiting, barring, revoking or denying, in whole or in part, you or your Authorized User's export privileges and that you will immediately notify World Book in the event you or any of your Authorized Users become subject to any such order; and
- (v) that neither you nor your Authorized Users will export or re-export any Site content, directly or indirectly, to any countries that are subject to U.S. export restrictions.

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5. Limitation of Liability

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6. Indemnification

You agree to indemnify, defend and hold harmless World Book (including but not limited to any subsidiaries or affiliates and licensors) from and against any claims or demands, damages, liabilities, costs, charges and expenses, including reasonable attorney's fees, that the indemnities may incur as result of your use of the Site and/or your violation of any covenant or obligation contained in this Agreement, [to the extent allowed by law](#); and



7. Charges and Payment

You shall pay to World Book or World Book's designee, as appropriate, all invoiced fees and charges due under the Agreement within thirty (30) calendar days of your receipt of an invoice. You agree to pay all attorney and collection fees arising from efforts to collect any past-due amounts from you to the maximum extent allowed by law.

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c. If World Book needs to contact you regarding your account, World Book shall do so by regular mail or e-mail. If you need to contact World Book concerning the Site or your account, you may contact World Book at sub.questions@worldbookonline.com.

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b. Subject to the terms of this Agreement, any information exchanged between you and World Book while you are using the Site is not confidential and shall in no way create a confidential relationship.

c. Any terms varying from or adding to this Agreement in any communication from you are void unless expressly agreed to in writing by World Book.

d. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the validity of the remainder of this Agreement will not be affected and each remaining provision of this Agreement will be valid and enforced to the fullest extent of the law.

e. Neither party shall be deemed to have waived any breach by the other party of any of the provisions of this Agreement. The waiver by either party of any breach shall not constitute a waiver of any different or subsequent breach.

f. Nothing contained in this Agreement will be construed to prevent World Book from complying with law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by World Book with respect to such use.

g. This Agreement will be governed by the laws of the [North Carolina law with exclusive jurisdiction and venue in the State of North Carolina in applicable state and federal courts.](#)

By signing below, you warrant that you have authority to bind the entity on whose behalf you are signing and acknowledge that you have read, understood and agree to be bound by this Agreement.

SUBSCRIBER: _____

WORLD BOOK, INC.

X: _____

X: _____

Print: _____

Print: Donald D. Keller

Title: _____

Title: Vice President, Finance

Date: _____

Date: _____



DAVIDSON COUNTY AGENDA ITEM

TO: BOARD OF COMMISSIONERS

DEPARTMENT: Planning and Zoning

PREPARED BY: Debbie Harris

TITLE: Item to Set for Public Hearing - Rezoning Request by Brian Lucas and RO
Lexington, LLC to Rezone 2.36 Acres in Cotton Grove Township from RA-1/2
to CU-HC

BACKGROUND:

Please see attached Application and map.

RECOMMENDATION(S):

The staff recommends setting this rezoning request for Public Hearing on Tuesday, October 22, 2019 at 6:00 p.m. in the Commissioners Meeting Room.

Attachments

Application and Map

DAVIDSON COUNTY PLANNING DEPARTMENT
Application for Amendment to the Davidson County Zoning Ordinance
Map or ~~Text~~ (Circle One)

Date: 9/10/19 Fees Paid Rcpt. No.: 2019-155

Applicant(s): Brian Lucas / RO Lexington, LLC

Address: 7440 NC Hwy 8 Telephone No.: 336-995-6877

Property Owner: Estate of Annie Miller, c/o Arnold Miller

Address: 6527 NC Hwy 47 Telephone No.: 336-240-2296

Property Location (General Description) Property is located on the west side of NC Hwy 8 approximately 1800 feet south of the Feezor Road intersection.

Township: Cotton Grove Map No. 24 Blk. No. _____ Lot(s) 39

Acres (more or less) 2.36 Existing Zoning District RA-1/2 Proposed Zoning District: CU-HC

Legal Advertisement: Request by Brian Lucas on behalf of RO Lexington, LLC to rezone property in Cotton Grove Township, Tax Map 24, Lot 39 containing approximately 2.36 acres more or less. Said property is located on the west side of NC Hwy 8 approximately 1800 feet south of the Feezor Road intersection.

Rezoning is requested to change from that of RA-1 and RA-2, Rural Agricultural Districts, to that of CU-HC, Highway Commercial District.

Planning Board Meeting Date: 10/1/2019 Recommendation: _____

Public Hearing Date: 10/22/2019 Commissioners' Action: _____

Signature, Applicant(s) Brian Lucas
Andy Z. Miller

Agent: _____ By: _____

Address: _____ Telephone No.: _____

Davidson County Planning Department

Name: Brian Lucas

Application for Amendment to the Davidson County Zoning Ordinance

Contents of Application: All applications for amendments to this ordinance, without limiting the right to file additional material, shall contain at least the following (applicant may attach additional sheets if necessary):

- (a) If the proposed amendment would require a change in the ZONING ATLAS, a fully dimensioned map at a scale of not less than 400 feet nor more than 20 feet to the inch showing the land which would be covered by the proposed amendment.
- (b) A legal description of such land, if applicable.
- (c) Any alleged error in this ordinance which would be corrected by the proposed amendment with a detailed explanation of such error in the ordinance and detailed reasons how the proposed amendment will correct same.
There does not appear to be any alleged error in the Zoning Ordinance.

- (d) The changed or changing conditions, if any, in a particular area or in the county generally, which make the proposed amendment reasonably necessary to the promotion of the public health, safety, and general welfare.
We have an existing business that is growing and we want to expand the same CU-HC zoning for storage and additional parking.

- (e) The manner in which the proposed amendment will carry out the intent and purpose of a comprehensive plan.
Highway 8 is a major corridor for lake traffic. This will make it easier for customers to access.

- (f) All other circumstances, factors, and reasons which applicant offers in support of the proposed amendment.
For special events, this will give us more space and parking. We also hold customer service events and need more space.



Davidson County Planning Department

913 Greensboro Street
Post Office Box 1067
Lexington, North Carolina 27293-1067

Guy L. Comman, III
Planning Director

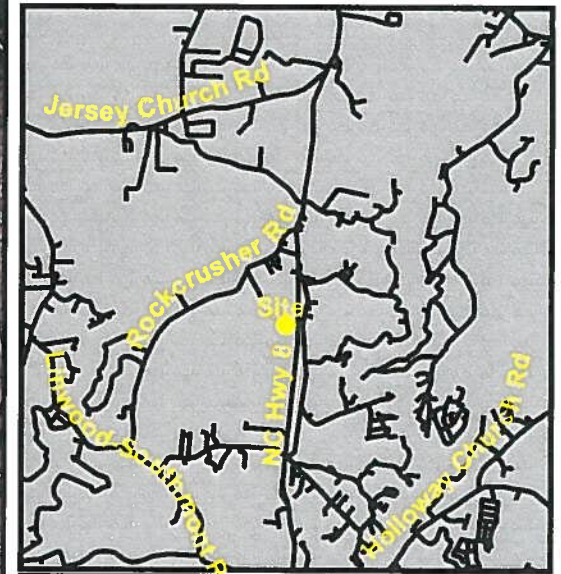
Toll Free Numbers
Lexington: 336-242-2220
Winston-Salem: 336-723-7890 ext. 2220
Denton: 336-859-2194 ext. 2220

Adjoining Property Owners

From the Tax Administrators Office as of:
09/13/2019

Parcel ID	Owner Name	Mailing Address
0602400000039	MILLER ANNIE MAE	6527 NC HIGHWAY 47 LEXINGTON NC 27292-
0602400000038	TURNER AUDREY F	411 DEVONSHIRE LN BURLINGTON NC 27215-
0602400000009	MOTSINGER WILLIAM EDDIE	7720 NC HWY 8 LEXINGTON NC 27292-
0602400000003	GRAY KATHY C	356 FEEZOR RD LEXINGTON NC 27292-
0601900000032	RO LEXINGTON LLC	1340 CREEKSHIRE WAY WINSTON SALEM NC 27103

"Planning for a Better Tomorrow"



Legend

- county
- centerlines**
- SECONDARY
- INTERSTATE
- NCHWY
- USHWY
- ZONING BOUNDARIES
- PROPERTY LINES



Applicant:		Brian Lucas	
Property Owner:		Annie Miller Estate	
Scale 1 inch = 400 feet	Drawn By: JDT		
Date: 9/13/2019	REVISED:		
FROM: RA-1 AND RA-2, RURAL AGRICULTURAL DISTRICTS			
TO: CU-HC, CONDITIONAL USE HIGHWAY COMMERCIAL DISTRICT			
COTTON GROVE TWSP., TAX MAP 24, LOT 29 CONT. 2.36 ACRES MORE OR LESS			
2014 Aerial Photography			



DAVIDSON COUNTY AGENDA ITEM

TO: BOARD OF COMMISSIONERS

DEPARTMENT: County Manager

PREPARED BY: Debbie Harris

TITLE: Approval Letter to DOT for 5K Run - Horneytown Fire Department

BACKGROUND:

The Horneytown Fire Department is putting on a 5K run and Fun Run on November 20, 2019 as a fundraiser for Hospice and the Fire Department. Pursuant to DOT Rules they need a letter from the County consenting to the run. Law enforcement has been retained to assist in traffic control and the run is being held strictly on low-travelled secondary roads. The Fire Department is requesting that the County send a letter to DOT that it is aware of the run and consents to it. Additional information regarding the run is attached for your review.

RECOMMENDATION(S):

Approve Horneytown Run for Hospice 5K and authorize letter to DOT.

Attachments

Event Poster
Proposed Letter to NCDOT
Request for 5K



Saturday, November 2, 2019

**5K Race begins at 8:30 AM, 1 - Mile Fun Run at 8:35 AM
(Virtual Runner Option Available)**

Horneytown Fire Department

102 Horneytown Road, High Point, NC

Register at www.RunSignUp.com

HOSPICE
of the **PIEDMONT**

**100% of entry fees go to
Hospice of the Piedmont and
the Horneytown Fire Department!**





DAVIDSON COUNTY BOARD OF COMMISSIONERS

Post Office Box 1067
Lexington, North Carolina 27293
(336) 242-2200

DON W. TRUELL, CHAIRMAN
STEVE SHELL, VICE-CHAIRMAN
ZAK CROTTS
CHRIS ELLIOTT
FRED D. MCCLURE
KAREN WATFORD
TODD YATES

ZEB M. HANNER
COUNTY MANAGER

September 25, 2019

State of North Carolina
Department of Transportation
Division 9
Attn. J.P. Couch
375 Silas Creek Parkway
Winston Salem, NC 27127

Sent Via email @ jpcouch@ncdot.gov

RE: Approval of Horneytown Run for Hospice 5K

Dear Mr. Couch:

The Davidson County Board of Commissioners considered the above entitled event at its meeting of September 24, 2019, and unanimously voted to authorize "written acknowledgement and approval from local government" by the Board for this event that is scheduled for Saturday, November 2, 2019.

Please feel free to contact Debbie Harris in our office should you need any additional information.

Sincerely,

Don W. Truell
Chairman

DWT:djh
cc: Rebecca Sage

From: [rebecca_sage](#)
To: [Debbie Harris](#)
Subject: Approval letter for Horneytown 5K
Date: Wednesday, September 18, 2019 12:47:53 PM
Attachments: [2019 poster.pdf](#)
[ATT00001.htm](#)

Hi Debbie,

It is that time of year again. Our Horneytown Run for Hospice is November 2nd this year. Would you be able to get us on the schedule for an approval letter to give to the DOT for our permit? Below you will find the details. If you have any questions at all, please feel free to reach out to me.

Thank you so much,

Becky Sage
Horneytown Run for Hospice 5K - Director
Team Tri for Hospice Corporation - 501(c)3 non profit organization
www.triforhospice.org
(336) 456-0143

Event Information (Sign up address is below and flyer is attached):

<https://runsignup.com/Race/NC/HighPoint/Horneytown5k?remMeAttempt=>

Horneytown - Run for Hospice 5K and 1-mile Fun Run

- Saturday, November 2, 2019
- 8:30 AM
- 100% of all entry money will go directly to Hospice of the Piedmont and the Horneytown Fire Department
- Location: Horneytown Fire Department (part of the route is in Davidson County)
- Route:
 - Left out of Fire Dept
 - Left onto High Point Rd.
 - Left onto Mowery Dr.
 - Right onto Barney Rd.
 - Left onto Curry Rd.
 - Left onto Horneytown Rd.
 - Left onto Ken Dan St. (to turn around point and back)
 - Left onto Horneytown Rd.
 - Return to Fire Station
- Projected number of participants is 250. Projected number of volunteers is 35.
- Sheriff deputies have been hired from both Davidson and Forsyth Counties

Horneytown Fire Department will also be aiding in traffic control

- This will be a **moving lane closure** and we do not expect for an area to be impacted for more than 15 minutes.
- All participants should be off roads by 9:30 AM.

Please let me know if there is any other information that would be helpful. Thank you so much.



DAVIDSON COUNTY AGENDA ITEM

TO: BOARD OF COMMISSIONERS

DEPARTMENT: DavidsonWork

PREPARED BY: Ms. Debbie Harris

TITLE: Approval of Memorandum of Understanding Between DavidsonWorks and
NCWorks Career Centers

BACKGROUND:

Attached is a Memorandum of Understanding between NCWorks Career Centers and DavidsonWorks in regard to an Infrastructure Funding Agreement between the two partners for PY2019. The only changes from the one for PY2018 is amount contributed by partners and some required signatures. Funding for this MOU is included in the FY 19-20 Budget.

RECOMMENDATION(S):

Approve Memorandum of Understanding and authorize execution on behalf of Davidson County.

Attachments

Memorandum of Understanding

DavidsonWorks Workforce Development Board and NCWorks Career Centers

Memorandum of Understanding

The DavidsonWorks Workforce Development Board (WDB), with the agreement of the Chief Elected Official (CEO), shall develop and enter into this Memorandum of Understanding (MOU) between the DavidsonWorks WDB and the One-Stop Partners under the Workforce Innovation and Opportunity Act (WIOA)

P.L. 113-128, concerning the operation of the One-Stop delivery system.

I. Required Partners WIOA 121 (b)(1)(B)

1. Title I Adult, Dislocated Workers, Youth, Job Corps, YouthBuild, National Farmworkers Jobs Program (NFJP) and Native American Programs
2. Programs authorized under the Wagner-Peyser Act
3. Adult education and literacy activities authorized under title II
4. Programs authorized under title I of the Rehabilitation Act of 1973
5. Activities authorized under title V of the Older Americans Act of 1965
6. Career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006
7. Activities authorized under chapter 2 of title II of the Trade Act of 1974
8. Activities authorized under chapter 41 of title 38, United States Code: Job Counseling, Training, and Placement Service for Veterans
9. Employment and training activities carried out under the Community Services Block Grant Act
10. Employment and training activities carried out by the Department of Housing and Urban Development
11. Programs authorized under state unemployment compensation laws
12. Programs authorized under section 212 of the Second Chance Act of 2007
13. Programs authorized under part A of title IV of the Social Security Act: Temporary Assistance For Needy Families

II. Roles and Responsibilities WIOA Section 121 (b)(1)(A)

Each required partners of the One-Stop Delivery System shall:

- a.) provide access through the one-stop delivery system, including making the career services (eligibility determination, outreach, initial assessment, labor exchange service, job search, recruitment, referrals, job listings, training provider information, local area performance, supportive service information, financial aid assistance, career planning, financial literacy, and more) that are applicable to the program or activities available at the one-stop centers.
- b.) use a portion of the funds available for the program and activities to maintain the one-stop delivery system, including payment of the infrastructure costs of one-stop centers.
- c.) enter into a local MOU (shown by signature on this document) with the local board, relating to the operation of the one-stop system.
- d.) participate in the operation of the one-stop system consistent with the terms of this MOU, the requirements of this title, and the requirements of the federal laws authorizing the program or activities.
- e.) use a common one-stop delivery system identifier (in North Carolina this is NCWorks).

DavidsonWorks Workforce Development Board and NCWorks Career Centers

- f.) identify strategies to meet the needs of individuals with barriers to employment.
- g.) [Additional items here; Example: shared service cost for Center greeter].

III. Costs of Services (WIOA Regulations 678.700, USDOL December 27, 2016: Infrastructure Funding Guidance)

See DavidsonWorks/NCWorks Career Center Partner Infrastructure Funding Agreement attachment.

IV. Funding definitions

a.) Cash and In-Kind for Ongoing One-Stop Delivery System Operators

Non-cash contributions must be valued consistent with 2 CFR 200.306 and reconciled regularly (i.e., monthly or quarterly). Third-party in-kind contributions are contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations. The value of third-party in-kind contributions must also be consistent with the Uniform Guidance at 2 CFR 200.306 and reconciled on a regular basis (e.g., monthly or quarterly) to ensure they are fairly evaluated and meet the partners' proportionate share.

b.) Infrastructure Costs One-Stop Centers

Non-personnel costs necessary for the general operation of the one-stop center. The funds provided under this paragraph by each one-stop partner shall be provided only from funds available for the costs of administration under the program administered by such partner and shall be subject to the program's limitations with respect to the portion of funds under such program that may be used for administration (WIOA Regulations 678.720).

c.) Non-personnel costs include: Rental of the facilities; Utilities and maintenance; Equipment (including assessment-related products and assistive technology for individuals with disabilities); and Technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities.

NOTE: The IFA is a required component of the MOU and not a separate document. The reasonable cost allocation methodology should be provided and consistent with Federal Cost Principles in the Uniform Guidance 2 CFR Part 200.94.

V. Methods of Referrals

Methods to ensure the needs of workers and youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and materials, made available through the one-stop delivery system.

Partners will utilize methods of referrals of individuals between one-stop operators and one-stop partners for appropriate services and activities.

DavidsonWorks Workforce Development Board and NCWorks Career Centers

VI. Certification and Continuous Improvement

The parties herein shall comply with established Certification and Continuous Improvement Criteria established by the state board, in consultation with CEOs and local boards. The objective criteria and procedures for use by local boards in assessing at least once every 3 years the effectiveness, physical and programmatic accessibility in accordance with section 188, if applicable, and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and continuous improvement of one-stop centers and the one-stop delivery system.

VII. Performance and Accountability

Each partner is responsible for ensuring that its legislated programs, services, and activities are provided in the one-stop center in accordance with the goals, objectives, and performance measures of the Workforce Innovation and Opportunity Act (WIOA) P.L. 113-128 and regulations. Each partner agrees to work to support the achievement of WIOA and one-stop performance measures.

VIII. Confidentiality of Information

Exchange of information among partners is encouraged and expected. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the partners collecting, receiving, or sharing information. Each partner agrees to collect and share information necessary to track the performance of the One-Stop Center in accordance with provisions of the Workforce Innovation and Opportunity Act (WIOA) P.L. 113-128 and accompanying regulations.

IX. Monitoring and Oversight

The CEO, the WDB, the DWS, United States Department of Labor, and local area administrative entity have the right to monitor activities under this MOU to ensure performance goals are being maintained and that the MOU terms and conditions are being fulfilled. The partners shall permit on-site visits and reviews by the above mentioned agencies or their designee.

X. Disputes

The parties shall first attempt to resolve any disputes informally. Any party shall call a meeting of the partners to discuss and resolve disputes. Should informal resolution efforts fail, the dispute shall be referred to the Chair of the local WDB who shall place the dispute upon the agenda of a regular or special meeting of the Board's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Finally, if the Executive Committee's resolution efforts fail, any party may file a grievance in accordance with agreed upon WIOA grievance procedures.

XI. Duration

This MOU shall remain in effect until terminated by the repeal of the WIOA P.L. 113-128, or otherwise by action of law.

DavidsonWorks Workforce Development Board and NCWorks Career Centers

Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 60-calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to all parties at the addresses shown within this MOU, and to the contact persons so listed, considering any information updates received by the parties.

Should any one-stop partners withdraw, this MOU shall remain in effect with respect to the remaining Partners until a new MOU is executed or the end of the current federal program year (July through June).

The WDB reserves the right to terminate the participation of any partner upon 60-days notice if the partner's actions are inconsistent with the terms and conditions of this MOU.

This memorandum shall be reviewed not less than once every 3-year period to ensure appropriate funding and delivery of services. [WIOA 121].

XII. Modification and Assignment

This MOU may be modified at any time by written agreement of the parties. Assignment of responsibilities under this MOU by any of the parties shall be effective upon written notice to the other parties. Any assignee shall also commit in writing to the terms of this MOU.

Such other provisions, consistent with the requirements of this title, as the parties to the agreement determine to be appropriate.

**DavidsonWorks Workforce Development Board and
NCWorks Career Centers**

XIII. Signatures

By signatures hereto, the partner(s) attest to participation in the development of this MOU and will support and implement the provisions contained herein. I certify that I have read and understand the above information and agree to the terms outlined herein. By signing this document, I also certify that I have the legal authority to bind my agency to the terms of this MOU.

Mr. Don Truell,
Chair, Davidson County Board
of Commissioners

Printed Name	Signature	Date
Local Area Name, Chief Elected Official		

Mr. Neal Grimes,
Chair, DavidsonWorks WDB

Printed Name	Signature	Date
Local Area Name, Workforce Development Board Chair		

Ms. Pamela Walton
Director, DavidsonWorks WDB

Printed Name	Signature	Date
WIOA Title I: Adult, Dislocated Worker, and Youth Formula programs		

Elizabeth Crabill,
Chief Deputy Secretary

Printed Name	Signature	Date
WIOA Title III: Wagner-Peyser Act Employment Service (ES) program Trade Adjustment Assistance (TAA) activities Jobs for Veterans State Grants (JVSG) programs State Unemployment Compensation Laws		

Dr. Darrin Hartness,
President, Davidson
County Community College

Printed Name	Signature	Date
Adult education and literacy activities authorized under Title II Career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006		

**DavidsonWorks Workforce Development Board and
NCWorks Career Centers**

Mr. David Hiller

Unit Manager, Division of
Vocational Rehabilitation

Printed Name	Signature	Date
Programs authorized under Title I of the Rehabilitation Act of 1973		

Ms. Alma Taylor

Regional Director, Division of
Vocational Rehabilitation

Printed Name	Signature	Date
Programs authorized under Title I of the Rehabilitation Act of 1973		

Ms. Celeste Gilreath

Director of Senior Programs
Winston Salem Urban League

Printed Name	Signature	Date
Activities authorized under Title V of the Older Americans Act of 1965		

Mr. Dale Moorefield

Director, Davidson County
Dept. of Social Services

Printed Name	Signature	Date
Temporary Assistance for Needy Families (TANF)		

Workforce Innovation and Opportunity Act of 2014

July 1, 2020 – June 30, 2021 Infrastructure Funding Agreement Signatory Page

DavidsonWorks Workforce Development Board

We affirm that the Local Area Workforce Development Board (WDB) and the Chief Elected Official of the Local Area, in partnership, have developed and now submit this Local Infrastructure Funding Agreement in compliance with the provisions of the Workforce Innovation and Opportunity Act of 2014 and instructions issued by the Governor under authority of the Act.

Submission Date

Workforce Development Board
Chair

Chief Elected Official

Neal Grimes

Typed or Printed Name

Don Truell

Typed or Printed Name

Chair, DavidsonWorks Workforce
Development Board

Typed or Printed Title

Chair, Davidson County Board
of Commissioners

Typed or Printed Title

Signature

Signature

Date

Date

DavidsonWorks Workforce Development Board and
NCWORKS Career Centers
Partner Infrastructure Funding Agreement (IFA)

I. Purpose

This Infrastructure Funding Agreement (IFA) is entered by and between the DavidsonWorks Workforce Development Board and Davidson County NCWorks Partners. This IFA provides information on the shared infrastructure cost and/or in-kind arrangements. All partners to this IFA recognize that infrastructure and other additional costs are applicable to all required partners, as outlined in Section 121(b)(1)(B) of WIOA, whether they are physically located in the NCWorks Career Center or not. Each partner's contribution to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received.

The sharing and allocations of infrastructure costs among NCWorks partners are governed by the Workforce Innovation and Opportunity Act (WIOA) Sec. 121(b), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR part 200 (Uniform Guidance).

Infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the NCWorks Career Center, including: rental of the facilities, utilities and maintenance, equipment (including assessment related and assistive technology for individuals with disabilities), technology to facilitate access to the center, as well as many other infrastructure costs such as signage and supplies. NCWorks Career Center must share in additional costs which must include applicable career services and may include shared operating costs and shared services that are necessary for the general operation of the Career Center.

II. \$82,888.25 NCWorks System Infrastructure Budget

III. Cost Allocation Methodology

There is a two-tiered approach for determining infrastructure and additional cost for required WIOA Career Center partners using the Local Funding Mechanism (LFM). For Temporary Assistance for Needy Families (TANF), Community Services Block Grant (CSBG), Carl D. Perkins Career and Technical Education, Adult Education and Family Literacy Act (AEFLA) and Senior Community Service Employment (SCSEP) programs, the LFM method uses a funding percentage cap of 1.5% to determine the agency's proportionate share of infrastructure and additional costs. The 1.5% is then distributed to workforce boards based on workforce service criteria outlined by each agency. Title IV, Vocational Rehabilitation (VR) determines proportionate share based on the number of VR and adult ed. clients that received services in the previous program year and documented in NCWorks.

The LFM is used to negotiate appropriate contributions from each required partner that will be allocated to the DavidsonWorks Workforce Development Board as outlined below. The two-tiered approach methodology does not include Division of Workforce Solutions (DWS) administered programs or Workforce Development Board (WDB) administered programs. For all other required partners with state agencies, infrastructure contributions will be transferred to DWS as a lump sum based on the LFM for the said agency. Once DWS receives funding from the State agency, DWS will distribute funding to the local area via the funding methodology set up for each State agency as outlined in the table below.

For required partners without a State agency, but which are federally funded, the LFM is used as well; however, this negotiation varies and is outlined in the table below. Not all federally funded required partners administer programs in a WDB's Local Area. In that case, infrastructure cost sharing is not required.

For required partner programs administered by the DWS: Title III Wagner-Peyser Employment Services, Trade Adjustment Assistance (TAA), and Jobs for Veterans State Grants (JVSG), the cost sharing model is based on the grant employees' proportionate use of the NCWorks Career Center. DWS and WDB will pay a cost per employee housed in the center. The cost per employee will be based on the total infrastructure cost of the NCWorks Career Center, where applicable.

WIOA Required Partners	Funding Methodology
WIOA Title I: Adult, Dislocated Worker, and Youth formula programs	Proportionate use – cost per employee
WIOA Title I: Job Corps	N/A
WIOA Title I: YouthBuild	N/A
WIOA Title I: Native American programs	N/A
WIOA I: National Farmworker Jobs Program (NFJP)	N/A
WIOA Title III: Wagner-Peyser Act Employment Service (ES) program	Proportionate use – cost per employee
WIOA Title III: Trade Adjustment Assistance (TAA) activities	Proportionate use – cost per employee
Jobs for Veterans State Grants (JVSG) programs	Proportionate use – cost per employee
Senior Community Service Employment program (SCSEP)	In-Kind
Unemployment Compensation (UC) programs	Based on Title I Dislocated Worker formula
Reentry Employment Opportunities (REO) programs (Second Chance Act of 2007)	N/A
WIOA Title II: Adult Education and Family Literacy Act (AEFLA) program	A calculated amount per participant served is allocated based upon the number of AEFLA participants receiving staff assisted services at a WDB within each provider's service area.
Carl D. Perkins Career and Technical Education programs	A calculated amount per participant served is allocated based upon the number of CTE participants receiving staff assisted services at a WDB within each provider's service area.
WIOA Title IV: Vocational Rehabilitation (VR) Services program	Based on the number of VR clients with IPEs that received NCWorks service in the previous program year. Differences are reconciled in following program year.
Department of Housing and Urban Development Employment and Training programs	N/A
Services for the Blind	Based on the number of VR clients with IPEs that received NCWorks service in the previous program year. Differences are reconciled in following program year.
Community Services Block Grant (CSBG) programs	CSBG amount is based on 2017 survey of Community Action Agencies, the amount of awarded CSBG identified as being directed to employment screening was calculated. In

	<p>aggregate, employment services accounted for 20% of the CSBG awards. 20% times the state maximum percent of 1.5% = amount to be awarded for infrastructure cost sharing. The amount for infrastructure cost sharing was allocated to counties/agencies based on each their allocation of CSBG funding.</p>
<p>Temporary Assistance for Needy Families (TANF) program</p>	<p>TANF Amount to distribute is determined by county(ies) coding (method of recording expenditures) to WFCBG for Employment Services in SFY 2016-17. The percentage of funding for each county of the total allocation of the TANF Work First County Block Grant (this funding provides dollars for Employment Services Funded with TANF) is applied to the coded expenditure amount.</p>

IV. IFA Modifications

The partners recognize that modifications to the IFA may be necessary during the program year. Any authorized representative of a partner may make a written request for modification. In order to be valid, any modification to the IFA must be in writing, with a 30-day notice, signed, and sent to DavidsonWorks WDB Director, Pamela Walton. If the DavidsonWorks Workforce Development Board requests a modification, notice will be sent to the partner organization contact and address identified in section V. IFAs shall be reviewed by all partners at least **once per year** as part of the WDB’s Local Plan MOU update process. (If partners are unable to reach a consensus and resolve issues related to infrastructure funding during the duration of the MOU, partner contribution defaults to the State Funding Mechanism limits).

V. Partner Infrastructure Contributions

For required partners that have a State agency, required infrastructure cost will be transferred to DWS. DWS will then distribute the funds to each WDB based on the methodology agreed on between the agency and the NC Director’s Council.

Where DWS needs to contribute funds to a WDB, they will issue a funding authorization for the amount owed which will allow the WDB to draw down those funds as they are needed and will work with the DWS planning unit to generate the Notice of Funds Allocation (NFA) for the entire amount owed to that WDB. WDBs can draw the funds down as needed.

Where the WDB needs to contribute funds to DWS, DWS will issue an invoice, which will provide the required documentation and audit trail, to allow the WDB to draw down the funds and write a check to DWS. The local areas that owe DWS will be invoiced the amount owed and tracked for receipt by the DWS finance unit. (Please do not delete any of the partners from the table). If not applicable, please write N/A).

For partners cost sharing funds not distributed by the DWS, the DavidsonWorks Workforce Development Board will invoice Partner within 30 days of the signed MOU for infrastructure cost sharing effective July 1, 2019

NCWorks Partner	Infrastructure Total Share \$	Funded	In-kind	Payment	In-kind Description	Partner Contact (Name, Organization, Address, email and phone number)
WIOA Title I: Adult, Dislocated Worker, and Youth formula programs;	\$40,578.82					Pamela Walton DavidsonWorks WDB 220 East 1 st Avenue, Extension, Suite 10 Lexington, NC 27292 Pam.walton@davidsoncountync.gov (336) 236-3046
WIOA Title I: Job Corps	N/A					N/A
WIOA Title I: YouthBuild	N/A					N/A
WIOA Title I: Native American programs	N/A					N/A
WIOA Title I: National Farmworker Jobs Program (NFJP)	N/A					N/A
WIOA Title III: Wagner-Peyser Act Employment Service (ES) program	\$20,286.36					Elizabeth Crabill Division of Workforce Solutions
WIOA Title III: Trade Adjustment Assistance (TAA) activities	See Title III above					See above- Division of Workforce Solutions
Jobs for Veterans State Grants (JVSG) programs	See Title III above					See above- Division of Workforce Solutions
Senior Community Service Employment program (SCSEP)			In-Kind		Office supplies and assistive technology for Career Centers	Ms. Celeste Gilreath Winston Salem Urban League 201 W 5 th Street Winston Salem, NC 27101 cgilreath@wsurban.org (336) 717-1241
Unemployment Compensation (UC) programs	\$10,369					See Title III information above- Elizabeth Crabill Division of Workforce Solutions
Reentry Employment Opportunities (REO) programs (Second Chance Act of 2007)	N/A					N/A
WIOA Title II: Adult Education and Family	\$349					Dr. Darrin Hartness

Literacy Act (AEFLA) programs						Davidson County Community College PO Box 1287 Lexington, NC 27292 Darrin_hartness@da-vidsonccc.edu (336) 249-8186
Carl D. Perkins Career and Technical Education programs	\$144					See above – Title II
WIOA Title IV: Vocational Rehabilitation (VR) Services program	\$9,065					Mr. David Hiller NCDHHS Division of Vocational Rehabilitation 414 Piedmont Drive Lexington, NC 27292 David.hiller@Dhhs.nc.gov (336) 242-0242
Department of Housing and Urban Development Employment and Training programs	N/A					N/A
Community Services Block Grant (CSBG) programs	\$990.00					Mr. Dale Moorefield Davidson County Dept. of Social Services 913 Greensboro St. Lexington, NC 27292 Dale.moorefield@da-vidsoncountync.gov (336) 242-2500
Temporary Assistance for Needy Families (TANF) program	\$1,106.00					See above

VI. Term of Agreement

This Agreement will remain in effect from July 1, 2019 to June 30, 2020. It shall be reviewed by the parties as necessary or at least once per year as part of the WDB's Local Plan update.

VII. Signatures- *Note- Please note the status of any missing signatures (i.e., forthcoming, cannot obtain, refused to sign, etc.) and do not leave signature blocks blank.*

Elizabeth Crabill,
Chief Deputy Secretary

Printed Name	Signature	Date
Representing: WIOA Title III: Wagner-Peyser Act Employment Service (ES) program Trade Adjustment Assistance (TAA) activities Jobs for Veterans State Grants (JVSG) programs Unemployment Compensation (UC) programs		

Ms. Pamela Walton
Director, DavidsonWorks
Workforce Development Board

Printed Name	Signature	Date
Representing: WIOA Title I: Adult, Dislocated Worker, and Youth Formula programs		

No representation in Local Area Career Centers

Printed Name	Signature	Date
Representing: WIOA Title I: Job Corps programs		

No representation in Local Area Career Centers

Printed Name	Signature	Date
Representing: WIOA Title I: YouthBuild program		

No representation in Local Area Career Centers

Printed Name	Signature	Date
Representing: WIOA Title I: Native American programs		

No representation in Local Area Career Centers

Printed Name	Signature	Date
Representing WIOA Title I: National Farmworker Jobs Program (NFJP)		

Ms. Celeste Gilreath
Director of Senior Programs
Winston Salem Urban League

Printed Name	Signature	Date
Representing: Senior Community Service Employment program (SCSEP)		

No representation in Local Area Career Centers

Printed Name	Signature	Date
Representing: Reentry Employment Opportunities (REO) programs (Second Chance Act of 2007)		

Dr. Darrin Hartness
President, Davidson County
Community College

Printed Name	Signature	Date
Representing: WIOA Title II: Adult Education and Family Literacy Act (AEFLA) programs Carl D. Perkins Career and Technical Education programs		

Mr. David Hiller
Unit Manager, Division of
Vocational Rehabilitation

Printed Name	Signature	Date
Representing: WIOA Title IV: Vocational Rehabilitation (VR) Services program		

Ms. Alma Taylor
Regional Director, Division of
Vocational Rehabilitation

Printed Name	Signature	Date
Representing: WIOA Title IV: Vocational Rehabilitation (VR) Services program		

No representation in Local Area Career Centers

Printed Name	Signature	Date
Representing: WIOA Title IV: Services for the Blind		

No representation in Local Area Career Centers

Printed Name	Signature	Date
Representing: Department of Housing and Urban Development Employment and Training Programs		

Mr. Dale Moorefield
Director, Davidson County
Dept. of Social Services

Printed Name	Signature	Date
Representing: Community Services Block Grant (CSBG) programs Temporary Assistance for Needy Families (TANF) program		

Pamela S. Walton

Printed Name	Signature	Date
DavidsonWorks Workforce Development Board Director		



DAVIDSON COUNTY AGENDA ITEM

TO: BOARD OF COMMISSIONERS

DEPARTMENT: County Manager

PREPARED BY: Ms. Debbie Harris

TITLE: Request to Schedule Public Hearing for No-Wake Zone

BACKGROUND:

Mr. Hanner has been contacted by an individual who resides in the Rivers Edge Place area at High Rock Lake with a request to initiate a No-Wake zone in his area. Through investigation, the Wildlife Resource Commission No Wake Zone Coordinator has made a preliminary determination that statutory authority and sufficient safety hazards may exist to warrant proceeding with rulemaking. Attached for your review is the No-Wake Zone Water Safety Hazards Matrix that has been completed by the NC Wildlife Resources Commission. Also attached are the procedures to follow for the process to continue, along with Form D-1 that will need to be completed and a map of the area indicated the affected area.

RECOMMENDATION(S):

Approve or disapprove scheduling of Public Hearing on this matter for November 12, 2019.

Attachments

No-Wake Zone Matrix

Form D-1

No-Wake Zone Information from NC Wildlife Resources Commission Website

Map of Proposed Rivers Edge Place No-Wake Zone

Proposed Legal Notice



NO-WAKE ZONE WATER SAFETY HAZARDS MATRIX

SECTION 1:

Name of organization/entity: *Davidson County*

Primary contact information: *Zeb Hanner, County Manager 336-242-2200*
Zeb.Hanner@DavidsonCountyNC.gov

Exact location of requested no-wake zone:

Body of water and County: *High Rock Lake, Davidson County*_____

Location: *150 Rivers Edge Place Lexington NC 27292*_____

Popular name of area, if any: _____

Width of No-Wake Zone: Narrowest Point:_____ Widest Point:_____

Brief Description of area (example: bridge overpass, obstructed views, Intracoastal Waterway; etc) *large community dock with boat slips at Rivers Edge Place condominiums* _____

Attach map of designated no-wake zone

Ensure proposed no-wake zone map/and or location is agreed upon by point of contact

Attach detailed reason given from point of contact for the request

They report safety hazards for boats leaving and entering the community dock and boat slips caused by vessels throwing wakes and traveling too fast. They request no-wake markers at either end of the docks.

Is the proposed no-wake zone located within an area that is regulated by the U.S Army Corps of Engineers or the Division of Coastal Management (CAMA) i.e.; Intracoastal Waterway?

YES

NO

(When dealing with the point of contact, please advise that placement of markers in these waters is subject to prior approval of above agency in waters where applicable. NCWRC has no authority to supersede these rules.)

SECTION 2:

PUBLIC SAFETY HAZARD

What public safety hazard exists? One resident has fallen off of the dock due to excessive wakes.

Is this a public swimming or recreational area?

NO

YES would the establishment of a roped swimming area or placement of no-wake regulatory buoys be more appropriate? ROPED SWIM AREA

NO-WAKE BUOYS

SECTION 3:

NAVIGATIONAL HAZARDS

Identify any and all potential hazards associated with the proposed no-wake zone (check all that apply)

OBSTRUCTIONS (Identify) _____

NARROW CHANNEL (give approximate width) This would narrow channel to approximately 50 yards.

SHALLOW WATER (give average depth) _____

OBSTRUCTED VISION (for approximately how great a distance) _____

STRUCTURES (Check all applicable)

DAM

LOCK

SPILLWAY

JETTY

FLOOD CONTROL STRUCTURE

SUBMERGED STRUCTURE

TRESTLE

SANDBAR

POWER LINE

SHOAL

FUELING DOCK

PRIVATE DOCKS

RESTAURANT DOCKS

BRIDGE

ACCESS AREA/BOAT LAUNCH

PIER

OTHER (list and describe) _____

SECTION 4:

If approved, will the no-wake zone extend into a designated channel?

NO

YES (if yes, identify on map)

What is the total distance boaters will travel at a no-wake speed: Approximately 50 yards.

Estimated time to travel for boaters through the proposed no-wake zone at no-wake speed :
Approximately 1 minute.

SECTION 5:

List any other known incidents, safety concerns or problems that have occurred? One resident claims to have fallen off the dock due to excessive wake. Residents are also concerned for the safety of children fishing from the dock. A few other residence claimed to have fallen on the dock due to wake from vessels. The dock has broken in 3 places which required welding to fix it. The dock has also had one of the anchoring poles ripped out of the ground due to wake. The residents using the dock are also concerned of the risk to the users because of the average age of the residents being over 60 years of age.

Rate traffic density in this area from light to heavy **LIGHT** 1 2 3 4 5 6 **7** 8 9 10 **HEAVY**

Is traffic density specific to weekend/and holidays? Yes, weekends and holidays.

Does traffic density or ability to maneuver a vessel due to traffic cause safety issues? YES

NO

Rate the likelihood of an incident occurring in this area compared to other similar areas on this same body of water **VERY UNLIKELY** 1 2 3 4 **5** 6 7 8 9 10 **MORE LIKELY**

SECTION 6:

OFFICER ASSESSMENT OF WATER SAFETY HAZARDS

YES:

NO:

Reasons: By creating this no-wake zone, it will create a narrow channel for boaters to access coves on either side of the dock. This no-wake zone will not obstruct the main navigable waterway, but may possibly obstruct the entrances to two coves located on both sides of the dock.

Officer: Justin St.Onge 863

Date: September 8th, 2019



North Carolina Wildlife Resources Commission

Application for Water Safety Rulemaking on Navigable Waters of the State of North Carolina

1. Governmental Unit: _____ Date: _____
- Contact Name: _____
- Mailing Address: _____ Phone # _____
- _____

2. In accordance with G.S. 75A-15, the above-named subdivision of the State applies to the North Carolina Wildlife Resources Commission for water safety rulemaking in the following waters:

Name of Body of Water, County, Location: _____

Popular Name (if any): _____

Describe Proposed Regulated Area – No-Wake Zone, Swim Area, Other:

3. Safety hazard prompting rulemaking request (No Wake Zones, marked swim areas, and mooring areas shall be approved to mitigate hazards to boater and recreational water safety):

4. Include the following information with your application:

- a. Statement that public notice was given of the intention to make application to the Wildlife Resources Commission for the Rule that is being proposed
- b. A resolution from the above-named governmental unit requesting rulemaking for the waters named in Item 2
- c. Affirmation that the local unit of government *or* a designee agrees to purchase and place markers that conform to U.S. Aids to Navigation (USATONS) standards to implement a Rule. The North Carolina Wildlife Resources Commission is required to submit a Fiscal Note to the Office of State Budget and Management to report the fiscal impact of a Rule on a state or local unit of government.

Regulatory markers that do not conform to USATONS standards and that are placed without authorization by the NC Wildlife Resources Commission shall be unlawful.

Mail completed application and supporting documents to:
No Wake Zone Coordinator
NC Wildlife Resources Commission
1701 Mail Service Center
Raleigh, NC 27699-1701

or email to:
nowakezonecoordinator@ncwildlife.org

No Wake Zones in North Carolina



Definition and Statutory Authority

A “No Wake Zone” is an area within which vessels are required to travel at idling speed – slow speed that creates no appreciable wake. North Carolina General Statute §75A-15 authorizes the N.C. Wildlife Resources Commission (NCWRC) to establish water safety rules solely in the interest of mitigating water safety hazards. Rules adopted for placement of waterway markers establishing No Wake Zones also may be subject to approval by the U.S. Army Corps of Engineers, U.S. Coast Guard, and in coastal counties by the Division of Coastal Management of the N.C. Department of Environmental Quality.

Where to Find No Wake Zone Rules

No Wake Zones that have been adopted by rulemaking may be found in the North Carolina Administrative Code ([NCAC](#)) under Title 15A, Subchapter 10F.0300 (Motorboats and Water Safety). Rules are listed by county and occasionally by municipality. Mapped No Wake Zones can be viewed in the interactive Boating Access Area Locator in the [Where to Boat](#) Section.

Applying for a No Wake Zone

By statute, No Wake Zones may be established in public trust waters only to mitigate hazards to boating safety. Hazards to boating safety may include known navigational hazards; narrow shallow waters; areas of obstructed vision; structures in the area such as dams, spillways, flood control structures, trestles and power lines, and fueling docks; designated recreational or swimming areas; congested areas with high traffic; a history of accidents, and public vessel access areas.

The Commission does not enact no wake zones to mitigate erosion, noise, and property damage. There is no North Carolina statute that establishes no wake zones around docks and piers.

Please note that the NCWRC must have concurrence from the U.S. Army Corps of Engineers (USACE) to enact a no wake or restricted vessel zone, or to place a structure in federal waters managed by USACE.

Coastal counties are subject to requirements under the Coastal Area Management Act (CAMA). The applicant is responsible for obtaining necessary CAMA permits from the [Division of Coastal Management](#) before the installation of any no wake marker in coastal waters.

COASTAL COUNTIES SUBJECT TO CAMA

<ul style="list-style-type: none">• Beaufort• Bertie• Brunswick• Camden• Carteret• Chowan• Craven• Currituck• Dare• Gates	<ul style="list-style-type: none">• Hertford• Hyde• New Hanover• Onslow• Pamlico• Pasquotank• Pender• Perquimans• Tyrrell• Washington
--	--

Beginning the Process - *Flowchart*

Contact a No Wake Zone Coordinator

Before a county or municipality begins the application process, contact the No Wake Zone Coordinator at (919) 707-0013 or at nowakezonecoordinator@ncwildlife.org. Request an assessment of boater safety hazards by the Wildlife Enforcement Division. Provide the No Wake Zone Coordinator with the county or municipality name, name and location of the body of water, accurate directions or GPS coordinates to get to the site, and indicate the clear statutory hazards to boating safety that may exist and that you believe require regulation of that area of the waters.

Agency law enforcement staff will conduct an assessment of the area and submit a Matrix with comments about boater safety hazards that may warrant rulemaking. The county or municipality will be provided with a copy of the Assessment Matrix and may decide to begin the application process under NCGS §75A.

How to Apply

Submit the **No Wake Zone Application (Form D-1)**

The county or municipality submits the formal Application for Rulemaking (Form D-1) for consideration by the 19-member WRC Board.

The application packet consists of the following:

1. Statement that public notice was given of the intention to make application to the Wildlife Resources Commission for the Rule that is being proposed.
2. A Resolution from the governmental unit requesting rulemaking for the waters named in the application.

3. Statement that the local unit of government *or* a designee agrees to purchase and place markers that conform to U.S. Aids to Navigation (USATONS) standards to implement a rule.

If a local unit of government incurs the expense for purchase and placement of markers, the North Carolina Wildlife Resources Commission is required to submit a Fiscal Note to the Office of State Budget and Management (OSBM) to report the fiscal impact of a Rule on the state or local unit of government.

Email the application packet to nowakezonecoordinator@ncwildlife.org or mail it to:

N.C. Wildlife Resources Commission
Attn: Betsy Haywood, No Wake Zone Coordinator
1701 Mail Service Center
Raleigh, NC 27699-1701

Rulemaking

The agency will present the application packet to the NCWRC at an official meeting, for possible action to proceed with rulemaking. And, if necessary, the agency will provide a Fiscal Note that has been reviewed by OSBM, for approval by the NCWRC. The Commission may approve or deny a request for rulemaking, or it may approve a proposed rule with modifications. With Commission approval, the rulemaking process begins.

The Notice of Text for the rule proposal with an open public comment period is published for at least 60 days in the *North Carolina Register* per the requirements of the APA, and on the NCWRC website at www.ncwildlife.org. After the comment period closes, the rule proposal and any comments received are presented at an official meeting of the NCWRC for final adoption.

Following adoption of the rule by vote of the NCWRC the rule is submitted to the Rules Review Commission (RRC) for approval. If the RRC approves the rule for clarity, necessity, and statutory authority, it is codified in the NCAC and usually becomes effective on the first day of the month following that approval.

Every proposed rule is subject to adoption by the NCWRC, fiscal review by the OSBM, and final determination by the RRC as to necessity, clarity and statutory authority of the Rule. A Rule may not be codified in the NCAC without final review by the RRC.

Some Additional Requirements

The U.S. Coast Guard requires completion of a Personal Aids to Navigation (PATON) application prior to securing buoys or markers to the bottom of United States waters. There is no charge for a PATON application; however, fines may be levied for placement of an unauthorized PATON. It is the responsibility of the applicant to contact the U.S. Coast Guard Aids to Navigation Officer at (757) 398-6229 for information about requirements for the PATON application.

Is it Legal? Is it Enforceable?

Enforcement of No Wake Zones is limited to those areas that have been established by federal and state rulemaking or legislation **and that are properly marked**. No Wake Zones must display regulatory signs or buoys that conform to the standards of the U.S. Aids to Navigation (USATONS). A No Wake marker that does not conform to USATONS standards or that has been placed in public trust waters without authorization is subject to removal.

An unmarked No Wake Zone is not enforceable.

The local unit of government or its designee is responsible for the purchase and placement of No Wake markers. Unless otherwise specified in the rule the responsibility for maintenance of markers rests with the agency. The applicant or its designee may obtain technical assistance from the Land and Water Access Section of the NCWRC at (919) 707-0150.

No Wake Zones in Federally Maintained Waters

The NCWRC does not have statutory authority to establish No Wake Zones within *Federal* waters such as the Atlantic Intracoastal Waterway (AIWW). The U.S. Army Corps of Engineers (USACE) maintains the AIWW with Federal funds in support of interstate commercial navigation traffic. With rare exceptions USACE does not concur with establishment of No Wake Zones along the open reaches of the AIWW. No Wake Zone signage placed on private property along the AIWW, and without the concurrence of USACE does not mark a legitimate No Wake Zone and is not enforceable. For questions about No Wake Zones in Federal waters contact the **USACE Wilmington District**.

No Wake Zones Established by Marine Commissions in Some Inland Waters

The Lake Norman Marine Commission and Lake Wylie Marine Commission oversee the application process for No Wake Zones on those lakes. Contact the Lake Norman Marine Commission at (704) 564-6333 or by e-mail at lmnc@lmnc.org. Lake Wylie Marine Commission information may be found at <http://www.lakewyliemarinecommission.com> or by mail at 9815 David Taylor Drive, Charlotte, NC 28262.

For more information about No Wake Zones please contact Betsy Haywood at (919) 707-0013 or by e-mail: nowakezonecoordinator@ncwildlife.org

Proposed Rivers Edge Place No Wake Zone

0 250 500 750 1,000
Feet



The information contained on this map was furnished by government and private industry sources. This information is not to be construed as a "land survey" and shall not be used to prepare "legal descriptions". Davidson County, NC specifically disclaims any and all responsibility for errors which may be disclosed by an accurate land survey of the properties shown herein. In no event shall Davidson County, NC be liable for any damages, direct or consequential, from the use of the information contained on this map.

Legend

150 Foot No Wake Zone



STATE OF NORTH CAROLINA
COUNTY OF DAVIDSON

BEFORE THE DAVIDSON COUNTY
BOARD OF COMMISSIONERS

**NOTICE OF PUBLIC HEARING
FOR NO WAKE ZONE AT HIGH ROCK LAKE**

The Davidson County Board of Commissioners will hold a public hearing at 6:00 p.m. on Tuesday, November 12, 2019, in the Commissioners' Meeting Room, Davidson County Governmental Center, 913 North Greensboro Street, Lexington, North Carolina. The purpose of this public hearing is for consideration of a No Wake Zone on High Rock Lake in the area of Rivers Edge Place. The Commissioners will consider all information that they believe to have a bearing on this issue and invite all interested persons to attend and present their views. The Board may adjourn the hearing from time to time.

Persons with disabilities that may need special accommodations to participate in the hearing should notify the County Manager's Office at 336-242-2200 at least 24 hours prior to the start of the hearing.

This the 1st day of November, 2019.

Deborah J. Harris, Clerk to the Board
Davidson County Board of Commissioners



DAVIDSON COUNTY AGENDA ITEM

TO: BOARD OF COMMISSIONERS

DEPARTMENT: County Commissioners

PREPARED BY: Debbie Harris

TITLE: Resolution in Support of HB 370 - An Act to Require Compliance with
Immigration Detainers and Administrative Warrants

BACKGROUND:

Commissioners Crofts and McClure have asked that this Resolution be placed on the Agenda. A similar Resolution was sent to you at the request of the Carteret County Board of Commissioners. Sheriff Simmons has indicated that he is favor of adoption of this Resolution. A draft of a Resolution for you to consider as well as a copy of HB 370 are attached for your review.

RECOMMENDATION(S):

Approve or disapprove adoption of the Resolution.

Attachments

Resolution
HB 370



**RESOLUTION IN SUPPORT OF HOUSE BILL 370,
AN ACT TO REQUIRE COMPLIANCE WITH IMMIGRATION DETAINERS
AND ADMINISTRATIVE WARRANTS**

WHEREAS, House Bill 370 requires the administrator or equivalent of any County jail, local or district confinement facility, satellite jail or work release unit (facility) to attempt to determine if any prisoner who is confined for any period in their facility and charged with a criminal offense is a legal resident; and,

WHEREAS, HB370 requires the administrator to make a query to Immigration and Customs Enforcement ("ICE") if the administrator is unable to determine that the prisoner is a legal resident or citizen; and

WHEREAS, HB370 establishes requirements for instances in which ICE has notified the administrator or equivalent that it has issued a detainer and administrative warrant that reasonably appears to be for any person charged with a criminal offense and confined in a facility for any period of time; and

WHEREAS, HB370 includes requiring that, prior to release, the prisoner be taken before a State judicial official and provided with the detainer and administrative warrant prior to the prisoner's release, and the judicial official issue an order directing the prisoner be held in custody if the prisoner appears to be the person subject to the detainer and the administrative warrant, subject to release upon the earlier of 48 hours from receipt of the detainer and administrative warrant, ICE takes custody, or the detainer is rescinded by ICE; and,

WHEREAS, the North Carolina Sheriffs' Association was instrumental in working closely with the Bill sponsors in drafting the Bill, and supports its passage.

NOW THEREFORE, BE IT RESOLVED, that the Davidson County Board of Commissioners supports the passage of House Bill 370 and encourages Governor Roy Cooper to sign the Bill in support of the safety of the citizens of North Carolina.

ADOPTED, this the 24th day of September 2019.

Don W. Truell, Chairman
Davidson County Board of Commissioners

Attest:

Deborah J. Harris
Clerk to the Board

**GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2019**

**HOUSE BILL 370
RATIFIED BILL**

AN ACT TO REQUIRE COMPLIANCE WITH IMMIGRATION DETAINERS AND ADMINISTRATIVE WARRANTS.

The General Assembly of North Carolina enacts:

SECTION 1. G.S. 162-62 reads as rewritten:

"§ 162-62. Legal status of prisoners.

(a) When any person charged with a ~~felony or an impaired driving criminal~~ offense is confined for any period in a county jail, local confinement facility, district confinement facility, ~~or satellite jail/work release unit, satellite jail, or work release unit,~~ the administrator or other person in charge of the facility shall attempt to determine if the prisoner is a legal resident of the United States by an inquiry of the prisoner, or by examination of any relevant documents, or both.

(b) If the administrator or other person in charge of the facility is unable to determine if that prisoner is a legal resident or citizen of the United States or its territories, the administrator or other person in charge of the facility holding the ~~prisoner, where possible, prisoner~~ shall make a query of Immigration and Customs Enforcement of the United States Department of Homeland Security. If the prisoner has not been lawfully admitted to the United States, the United States Department of Homeland Security will have been notified of the prisoner's status and confinement at the facility by its receipt of the query from the facility.

(c) Nothing in ~~this section~~ subsections (a), (b), or (e) of this section shall be construed to deny bond to a prisoner or to prevent a prisoner from being released from confinement when that prisoner is otherwise eligible for release.

(d) Repealed by Session Laws 2010-97, s. 12, effective July 20, 2010.

(e) Upon request, the administrator or other person in charge of the facility shall allow an official of Immigration and Customs Enforcement of the United States Department of Homeland Security to interview any person in custody of a county jail, local confinement facility, district confinement facility, satellite jail, or work release unit in person, via telephone, or via other electronic means within 24 hours of receiving the request.

(f) When any person charged with a criminal offense is confined for any period in a county jail, local confinement facility, district confinement facility, satellite jail, or work release unit, and the administrator or other person in charge of the facility has been notified that Immigration and Customs Enforcement of the United States Department of Homeland Security has issued a detainer and administrative warrant that reasonably appears to be for the person in custody, the following shall apply:

(1) Prior to the prisoner's release, and after receipt of the detainer and administrative warrant, or a copy thereof, by the administrator or other person in charge of the facility, the prisoner shall be taken without unnecessary delay before a State judicial official who shall be provided with the detainer and administrative warrant, or a copy thereof.



- (2) The judicial official shall issue an order directing the prisoner be held in custody if the prisoner appearing before the judicial official is the same person subject to the detainer and administrative warrant.
- (3) Unless continued custody of the prisoner is required by other legal process, a prisoner held pursuant to an order issued under this subsection shall be released upon the first of the following conditions:
 - a. The passage of 48 hours from receipt of the detainer and administrative warrant.
 - b. Immigration and Customs Enforcement of the United States Department of Homeland Security takes custody of the prisoner.
 - c. The detainer is rescinded by Immigration and Customs Enforcement of the United States Department of Homeland Security.

(g) No State or local law enforcement officer or agency shall have criminal or civil liability for any action taken pursuant to an order issued under this section."

SECTION 2. G.S. 128-16 reads as rewritten:

"§ 128-16. Officers subject to removal; for what offenses.

Any sheriff or police officer shall be removed from office by the judge of the superior court, resident in or holding the courts of the district where said officer is resident upon charges made in writing, and hearing thereunder, for the following causes:

- (1) For willful or habitual neglect or refusal to perform the duties of his or her office.

...

- (7) For willful failure or refusal to comply with any provision of G.S. 162-62."

SECTION 3. Beginning October 1, 2020, and annually thereafter, the administrator or other person in charge of each county jail, local confinement facility, district confinement facility, or satellite jail or work release unit within the State shall report to the Joint Legislative Oversight Committee on Justice and Public Safety on each of the following with regard to compliance with G.S. 162-62:

- (1) The number of times the facility made a query of Immigration and Customs Enforcement.
- (2) The number of times Immigration and Customs Enforcement responded to a query.
- (3) The number of times Immigration and Customs Enforcement sent a detainer request for a prisoner.
- (4) The number of prisoners taken before a magistrate for purposes of determining if the prisoner was subject to a detainer request.
- (5) The number of times a prisoner was found by a magistrate to be subject to a detainer request.
- (6) The number of times a prisoner was held for 48 hours.
- (7) The number of times a prisoner was held then released following the satisfaction of proof of legal residence or citizenship required by that section.
- (8) The number of times a prisoner was held who would have otherwise been eligible for release from custody.
- (9) The number of times Immigration and Customs Enforcement took custody of a prisoner after notification from the administrator or other person in charge of the facility holding the prisoner.

SECTION 4. If any provision of this act or the application thereof to any person or circumstance is declared unconstitutional or invalid by the courts, it does not affect the validity of this act as a whole or any part other than the part declared to be unconstitutional or invalid.

SECTION 5. This act becomes effective 30 days after the bill becomes law.
In the General Assembly read three times and ratified this the 20th day of August,

2019.

s/ Philip E. Berger
President Pro Tempore of the Senate

s/ Tim Moore
Speaker of the House of Representatives

Roy Cooper
Governor

Approved _____m. this _____ day of _____, 2019



DAVIDSON COUNTY AGENDA ITEM

TO: BOARD OF COMMISSIONERS

DEPARTMENT: County Manager

PREPARED BY: Ms. Debbie Harris

TITLE: Fuel Rebate Program - DCAA 2020

BACKGROUND:

This round of the Fuel Rebate Program at the Davidson County Airport ends in December. This Item has been placed on the Agenda for discussion by the Board as to approval of the Program for an additional two years. Some modifications have been made to the Rebate Rules and Memorandum of Understanding, and they are attached for your review.

RECOMMENDATION(S):

Approve or disapprove Gas Rebate Rules and MOU for Gas Rebate Program.

Attachments

Gas Rebate Rules
MOU for Gas Rebate Program

REBATE GUIDELINES

DAVIDSON COUNTY AIRPORT AUTHORITY, (herein referred to as "DCAA") is offering a fuel rebate program to aircraft owners who are tenants at its facility.

1. Rebate program will be applicable to the actual purchase of fuel at the DSAA facility on a plane by plane basis not on purchases attributable on a fleet basis.

2. **Location of the Aircraft:** To be eligible, the aircraft must be housed in a DCAA Hangar. In addition, the plane should have been listed as a taxable asset of the owner in Davidson County for property tax purposes.

3. **Terms and Conditions:**

- a) The discount fuel program will not apply to prepaid fuel.
- b) Fuel discount applies to fuel that is purchased from the FBO or that the aircraft owner/operator purchases and stores in the airport fuel farm and that the FBO pumps with an into plane fee.
- c) Fuel discount applies to customers under a buyback fuel program or a contract fuel program with Shell.
- d) Fuel discount is applied to a specific N # registration; however, if a customer operates a fleet of aircraft any gallons that are left over may be applied to the next smaller (weight) aircraft.
- e) The gallons tracked apply to the calendar year and cannot be rolled over to the following year.

4. **Rebate Calculation:** The fuel consumption will be calculated and tracked by the DCAA fixed base operator and reported to DCAA by January 31 each year for determination of the fuel cost rebate pursuant to the following provisions:

- a) The rebate amount is capped based on the tax value of the individual airplane (Ex. $\$2,000,000 / 100 \times \$0.3 = \$6,000$ “rebate cap”).
- b) The percentage of the maximum amount of rebate received by the owner will also be determined by the volume of fuel purchased from the fixed base operator at DCAA for the airplane. (i.e. 12,000 gallons or more qualifies for 100% of the discount, 9,000 gallons or more qualifies for 75% of the discount, 6,000 gallons or more qualifies for 50% of the rebate and 3,000 gallons or more qualifies for 25% of the discount).
- c) Finally, the fuel rebate calculation ends with ($\$0.3 \times$ the amount of fuel purchased \times qualifying discount). This value is then compared to the tax value (“rebate cap” listed above), with DCAA paying the lower of the two figures. The County and City of Lexington will then divide the total rebate by 50%.
- d) The rebate will be paid to the Aircraft owner if he or she is current with on all property tax obligations to Lexington and Davidson County on March 1 of each year. This will be for the tax bill related to the fiscal year prior to the January 1 to December 31 accounting period year listed below in #5. (Ex. A tax bill for FY 2020 (bill received on July 1, 2019) should be paid by March 1, 2020 in order to remain eligible for participation in the fuel rebate program. The fuel purchases (used to complete the rebate calculation) will come from purchases made during January 1, 2019 to December 31, 2019).

5. Accounting Period and Payment Dates:

- a) The accounting period for fuel purchases to determine the rebate will run from January 1 to December 31, with results reported as determined in guideline #4 to the DCAA by January 31 of the following calendar year.
- b.) DCAA will submit a statement of aircraft owners that qualify for the rebate to the COUNTY Finance Department and CITY Finance Department for payment by February 11 each year, who will then forward DCAA the money to be distributed to the airplane owner.

6. Duration: The duration of this program is two (2) years from January 1, 2020; however, it will be reviewed by COUNTY and CITY in September 2021 to evaluate the success of the rebate program. DCAA will provide the report to the

COUNTY and CITY. DCAA, pursuant to the direction of COUNTY and CITY, shall have the right to terminate or extend this program after two (2) years. If the program is terminated, the last rebate will be paid on March 1, 2022. Participants will be informed of termination of the program by November 30, 2021.

**NORTH CAROLINA
DAVIDSON COUNTY**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into the _____ day of _____, 2019, by and between the City of Lexington, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina (hereinafter referred to as "CITY") and the County of Davidson, a body politic and corporate organized and existing pursuant to the laws of the State of North Carolina (hereinafter referred to as "the County") and the Davidson County Airport Authority (hereinafter referred to as "DCAA").

WITNESSETH:

THAT WHEREAS the Davidson County Airport (hereinafter referred to as "AIRPORT") which is managed by the DCAA is located within the jurisdiction of both the CITY and COUNTY and its continued good financial health is of benefit to both entities and their citizens;

AND WHEREAS, DCAA has requested COUNTY AND CITY jointly provide a volume usage fuel rebate program to the aircraft owners at the Davidson County Airport to attract more tenants and encourage on site fuel sales. (See Attachment A); and,

THEREFORE, DCCA, the CITY and COUNTY desire to join into an interlocal agreement to provide for the increase of the use of the AIRPORT and to encourage the sale onsite of airplane fuel which will enhance its financial operations by the mechanism of a fuel rebate program.

NOW THEREFORE, COUNTY, CITY and DCAA agree that the Rebate Program will work as follows:

1. **Rebate Offer:** Using funds procured from the CITY and COUNTY, DCAA will send an annual cash rebate to eligible participants based on the volume of fuel they have purchased at the Airport's fixed operator pumps.
2. **Location of the Aircraft:** To be eligible, an owner's plane must be based and housed in a DCAA Hangar. In addition, the plane should have been listed as an asset in Davidson County for property tax purposes and the Owner current on the property tax obligation for both the CITY and COUNTY
3. **Discount Calculation:** Fuel purchase amounts will be calculated and tracked by the DCAA's fixed base operator and reported to DCAA by January 31 each year. The calculation will be made as follows:
 - a. The rebate amount is capped based on the tax value of the individual airplane (Ex. $\$2,000,000 / 100 \times \$0.3 = \$6,000$ "rebate cap").
 - b. The percentage of the maximum amount of rebate received by the owner will also be determined by the volume of fuel purchased from the fixed base operator at DCAA for the airplane. (i.e. 12,000 gallons or more qualifies for 100% of the discount, 9,000 gallons or more qualifies for 75% of the discount, 6,000 gallons or more qualifies for 50% of the rebate and 3,000 gallons or more qualifies for 25% of the discount).
 - c. Finally, the fuel rebate calculation ends with ($\$0.3 \times$ the amount of fuel purchased \times qualifying discount). This value is then compared to the tax value ("rebate cap" listed above), with DCAA paying the lower of the two figures. The County and City of Lexington will then divide the total rebate by 50%.
 - d. The rebate will be paid to the Aircraft owner if he or she is current with on all property tax obligations to Lexington and Davidson County on March 1 of each year. This will be for the tax bill related to the fiscal year prior to the January 1 to

December 31 accounting period year listed below in #5. (Ex. A tax bill for FY 2020 (bill received on July 1, 2019) should be paid by March 1, 2020 in order to remain eligible for participation in the fuel rebate program. The fuel purchases (used to complete the rebate calculation) will come from purchases made during January 1, 2019 to December 31, 2019).

e.

4. **Accounting Period and Payment Dates:** The accounting period for fuel purchases for Rebate purposes will run from January 1 to December 31 each year.

a. DCAA will submit a statement of aircraft owners that qualify for the rebate to the COUNTY Finance Department and CITY Finance Department for payment by February 11 the following year (from the fuel purchases accounting period listed above).

b. The rebate amount as described above will be submitted to CITY and COUNTY by DCAA and then paid by the CITY or COUNTY to DCAA who will then pay it directly to the Aircraft owner if that owner is current on all property tax obligations with both governmental units as of March 1 each year. This will be for the tax bill related to the fiscal year prior to the January 1 to December 31 accounting period year listed below in #5. (Ex. A tax bill for FY 2020 (bill received on July 1, 2019) should be paid by March 1, 2020 in order to remain eligible for participation in the fuel rebate program. The fuel purchases (used to complete the rebate calculation) will come from purchases made during January 1, 2019 to December 31, 2019).

5. **Duration:** The duration of this Agreement is two years beginning on January 1, 2020; however, the Agreement will be reviewed by the COUNTY, DCAA and the CITY in the month of September in 2021 to evaluate the success of the discount program. Prior to September 1 of every year this agreement is in effect, DCAA will submit a report concerning the program to the COUNTY and CITY. The parties shall have the right to terminate or extend this Agreement by means of a resolution passed and sent to the other parties. Failure to pass a resolution to continue by any participant will automatically terminate

this agreement and end the program. If the program is terminated, the last rebate will be paid on March 1, 2022.

Amendments: No modification, amendment or addition to this Agreement shall be valid or enforceable unless in writing and signed on behalf of **COUNTY, CITY and DCAA.**

[The remainder of this page left intentionally blank]

COUNTY, CITY and **DCAA** have caused this Agreement to be duly executed this the ____ day of _____, 2019.

Davidson County

By _____
Don W. Truell
Chairman
Davidson County
Board of Commissioners

Attest:

Deborah J. Harris
Clerk to the Davidson County
Board of Commissioners

City of Lexington

By _____
Newell Clark
Mayor

Attest:

Tina Lanier
Town Clerk

Davidson County Airport Authority

By _____
John Gray
Chairman

Attest:

Thom Hege
Secretary

Pre-Audit Certificate

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

County Finance Director

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

City Finance Director



DAVIDSON COUNTY AGENDA ITEM

TO: BOARD OF COMMISSIONERS

DEPARTMENT: County Manager

PREPARED BY: Ms. Debbie Harris

TITLE: Clean-Up of Harris Property at Fort York

BACKGROUND:

Conservation North Carolina is in the process of completing the purchase of the Harris property at Fort York and has inquired into a timeline by which the County can clear the trailer and other debris from the property. Part of the Purchase Contract states that the County will have the trailer moved before the sale closes.

RECOMMENDATION(S):

Provide direction to Staff.

Attachments

Yadkin River Park Area Map

50 25 0 50
Feet

The information contained on this map was furnished by government and private industry sources. This information is not to be construed as a "land survey" and shall not be used to prepare "legal descriptions." Davidson County, NC specifically disclaims any and all responsibility for errors which may be introduced by an accurate land survey of the properties shown herein. In no event shall Davidson County, NC be liable for any damages direct or consequential, from the use of the information contained on this map.



Legend

- Property Lines
 - Road Centerlines
- 2018 ORTHOS**

Delores
Opal
Coleman
Property

Davidson
County

James
C.
Harris
Property

Davidson
County

Davidson
County

NC D.O.T.
Property

Davidson
County

Davidson County





DAVIDSON COUNTY AGENDA ITEM

TO: BOARD OF COMMISSIONERS

DEPARTMENT: County Manager

PREPARED BY: Debbie Harris

TITLE: Closed Session - Economic Development

BACKGROUND:

EDC President Craig Goodson has requested this Closed Session.

RECOMMENDATION(S):

Attachments