

Minutes of the 14 August 2017
Regular Meeting of the Yancey County Board of Commissioners
Held at 6:00 o'clock p.m. in the Yancey County Courtroom
Yancey County Courthouse, Burnsville, North Carolina

Present at the 14 August 2017 meeting of the Yancey County Board of Commissioners were: Vice-Chair Jill Austin, Commissioner Mark Ledford, Commissioner John Stallings, Commissioner Jeff Whitson, County Manager Nathan Bennett, Clerk to the Board Jason Robinson, County Attorney Donny Laws, County Planner Jamie McMahan, members of the media, and members of the general public. Chairman Johnny Riddle was absent from the meeting.

Call to Order and Approval of Agenda

Vice-Chair Austin called the meeting to order and asked Commissioner Whitson to deliver the invocation. After the invocation, Vice-Chair Austin led the Pledge of Allegiance. Vice-Chair Austin then asked for a motion to approve the agenda. Commissioner Whitson made a motion to approve the agenda. The motion was seconded by Commissioner Ledford. The vote to approve was unanimous (Attachment A).

Public Comment

There was no public comment for August.

Consent Agenda

The Board next moved to the consent agenda portion of the agenda. On the consent agenda for August was approval of the July 10th regular meeting minutes. In addition, the Board had several appointments to boards and commissions. The first of these appointments was for the Toe River Board of Health. Mr. Jim Deaton had indicated a willingness to serve on this board (Attachment B). The next appointment was to the Yancey County Social Service Board of Directors. Ms. Suzanne Gavenus had indicated a willingness to serve on this board. The next board was the to the Yancey County Economic Development Commission. This seat is currently held by Mr. Kevin McCraw from HSM Solutions and he is eligible for reappointment and has indicated his willingness to continue on this board (Attachment C). In addition, this consent agenda also contains a request for approval of a late elderly, disabled, disabled veterans exemption application (Attachment C-1). Also on the consent agenda was a request for approval of a project to put picnic tables at Kid Mountain by a local girl scout, Miss Holland Silver (Attachment D). Also on the consent agenda was a proclamation celebrating the 100th birthday of Mrs. Ruth Ray Bailey Gibbs (Attachment E). In addition the finance office asked for approval of a budget amendment to the 2016-17 budget that had been suggested by the County's financial auditors (Attachment F). Finally, the consent agenda included the July tax collection report which was for informational purposes only (Attachment G). Commissioner Stallings made a motion to approve the consent agenda and it was seconded by Commissioner Whitson. The vote to approve was unanimous.

Yancey County Schools

The Board next heard from County Planner Jamie McMahan concerning the new elementary school on the west side of Yancey County named Blue Ridge Elementary. Mr. McMahan stated that in order for the sewer to be extended from Altec Industries an engineer has to be secured. Mr. McMahan stated that we had received a proposal from CDC Engineering for this work. This was the only proposal that was received. Mr. McMahan also stated that the budget for the school includes an estimated \$900,000 for the sewer extension but we hope to have an opportunity to apply for Community Development Block Grant (CDBG) money from the State. Commissioner Stallings asked if this would extend sewer to Cane River Middle School. Mr. McMahan stated that it would. Commissioner Whitson asked about the possibility of money from CDBG. Mr. McMahan stated that we believe we are eligible for the funds but still waiting final clarification from the State. Commissioner Ledford also asked Mr. McMahan for a breakdown of the major expenses for the new elementary school. Discussion followed concerning the engineering agreement and CDBG funds. Commissioner Stallings then made a motion to table the issue until the August 30th special meeting in order to await clarification from the State. The motion was seconded by Commissioner Ledford and the vote to table was unanimous (Attachment H).

County Manager Report

The Board next heard from County Manager Nathan Bennett. Mr. Bennett informed the Board that the only thing that is missing from the Charters of Freedom monument is the capstone and documents. According to Foundation Forward they are working with the manufacturer of

those documents for transportation. Commissioner Stallings asked if it would be possible to have the dedication ceremony sometime in September, may on Constitution Day on September 17th. Mr. Bennett stated that he would be in touch with Foundation Forward to try to arrange a date. Mr. Bennett also stated that French Broad Electric will be moving the transformers off the polls at the side of the courthouse and putting them on a concrete pad. Not sure the timing of this yet. Mr. Bennett also informed the Board that Yancey County had received a partner award from the North Carolina Cooperative Extension Service and had received that award this past Saturday. Someone with the Cooperative Extension will be at a Board meeting to present to the entire Board. Mr. Bennett also informed the Board that he had met with Mitchell County's manager on a number of issues of mutual concern including EMS, the transfer station, Mayland, and Toe River Health. Part of that conversation was the Mitchell County Commissioners extending an invitation to the Yancey County Commissioners to participate in the National Drug Overdose awareness day on August 31st at the Mitchell County Courthouse.

County Attorney Business

County Attorney Donny Laws stated that he had nothing for the Board.

Commissioner Business

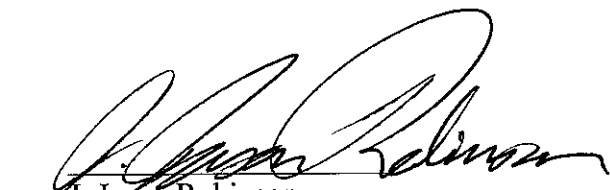
Commissioner Whitson stated that he would like to have a work session to deal with issues such as the Economic Development Commission.

Adjournment

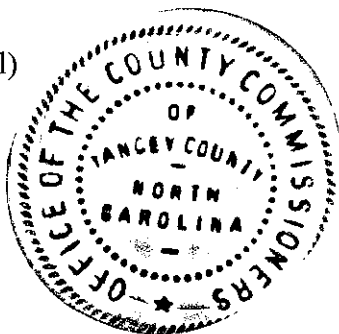
Having no further business Commissioner Ledford made a motion to adjourn and it was seconded by Commissioner Stallings. The vote to adjourn was unanimous.

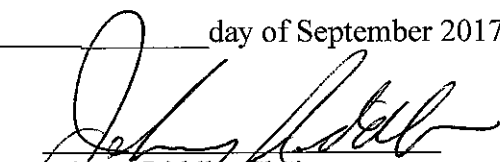
Approved and authenticated on this the 11th day of September 2017.

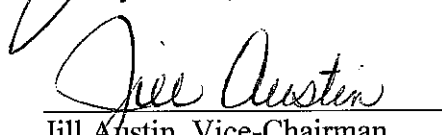
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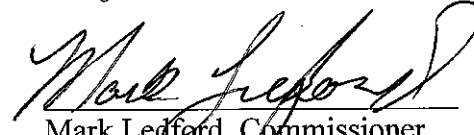

J. Jason Robinson
Clerk to the Board

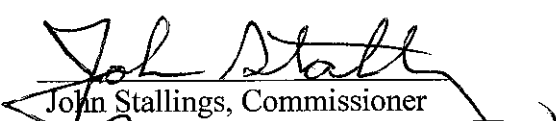
(county seal)



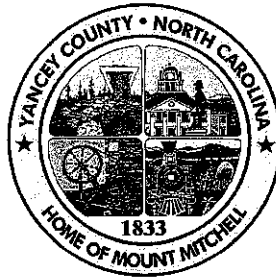

Johnny Riddle, Chairman


Jill Austin, Vice-Chairman


Mark Ledford, Commissioner


John Stallings, Commissioner


Jeff Whitson, Commissioner



AGENDA
YANCEY COUNTY BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING
August 14, 2017
6:00 P.M.

- I. Call to Order – Vice-Chair Jill Austin
- II. Invocation and Pledge of Allegiance to the Flag
- III. Approval of the Agenda
- IV. Public Comment
- V. Consent Agenda
 - a. Approval of the Minutes – July 10th regular minutes
 - b. BOARD APPOINTMENTS
 - Toe River Board of Health – Jim Deaton – Community Member
 - Yancey County Department of Social Services – Suzanne Gavenus
 - Yancey County Economic Development Commission – Kevin McGraw
 - c. Yancey County Tax Office – Late Elderly/Disabled/Disabled Veteran Application
 - d. Girl Scout Community Service Project – Holland Silver – Picnic Tables at Kid Mountain
 - e. PROCLAMATION – 100th Birthday of Ruth Ray Bailey Gibbs
 - f. FINANCE OFFICE – 2016-17 Fiscal Year – Budget Amendment
 - g. July Tax Collection Report – Informational
- VI. Yancey County Schools – New Elementary School Project – Jamie McMahan, County Planner/Project Manager
 - a. Contract for sewer extension
- VII. County Manager Report – Nathan Bennett, County Manager
 - a. General Update
- VIII. County Attorney Report – Donny Laws, County Attorney
- IX. County Commissioners Report
- X. Adjourn

Attachment B

From: Diane Creek [mailto:diane.creek@trhd.dst.nc.us]
Sent: Tuesday, June 13, 2017 1:37 PM
To: Nathan Bennett
Subject: Toe River Health District Board of Health

Hi Nathan,

Our Board of Health needs a ~~person from the general public~~ and a pharmacist to represent Yancey County. Previously Charles Gillespie represented the pharmacies but he is no longer a pharmacist. ~~Lois Herb has been on our board for many years as a member of the general public and she has run out of time~~ Could you please find suitable substitutes for these positions? We meet in February, May, June (budget meeting), September and November at Mayland Community College in Spruce Pine at 7:00 on the third Tuesday of the month.

Let me know if you have questions.

Thanks!

Diane

Diane Creek
Acting Health Director
Toe River Health District
861 Greenwood Rd.
Spruce Pine, NC 28777
O: (828) 737-6100 Ext. 6043
C: (828) 385-0582
diane.creek@trhd.dst.nc.us

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**YANCEY COUNTY
ECONOMIC DEVELOPMENT
COMMISSION**

106 West Main
P.O.Box 246
Burnsville
NC 28714-0246

Phone: (828-682-7722
Fax: (828) 682-6599
Email: yanceyedc@gmail.com
Web: www.yanceyedc.org

Wanda Proffitt
Director

July 15, 2017

To: Yancey County Commissioners

From: Wanda Proffitt, Director
Yancey County EDC

The Yancey County Economic Development Commission Board of Directors voted unanimously to request that Yancey County Commissioners reappoint Kevin McCraw to serve a second three year term beginning July 1, 2017 through June 30, 2020 on the Yancey County Economic Development Commission Board.

Kevin has been a valuable member of EDC for past three years and presently serves as Vice Chair. He represents the industry sector with more than 50 employees and is associated with HSM Solutions aka Hickory Springs Manufacturing. Kevin has previously been actively involved with the EDC Board and economic development. He was a presenter/supporter in grant application for East Yancey Sewer Project funding with Golden Leaf.

We appreciate your consideration and approval.

Attachment C-1



YANCEY COUNTY TAX OFFICE

110 Town Square, Room 2 * Burnsville, North Carolina 28714

Phone: (828) 682-2198 * Fax (828) 682-4817

Email: danny.mcintosh@yanceycountync.gov

Special Meeting of the Board of Commissioners August 14 2017

Requests to approve late Elderly/Disabled/Disabled Veterans applications for:

JOANN E SIGMON

Pin: 988300688857000 Ms Sigmon's husband, Thurman Sigmon, passed during the summer of 2016. Her daughter, Rebecca Whitson, passed in May 2017. The ensuing attention to details surrounding these events caused the property owner's late application. Requested action: Approval of her late Elderly/Disabled application for the 2017 tax year.

Attachment 0-

August 2, 2017

92 Sam J Byrd Road
Burnsville, NC 28714

To Whom It May Concern,

My name is Holland Silver. I am a junior at Mountain Heritage High School. My parents are Dennis and Malinda Silver. I am currently working on earning my Gold Award in Girl Scouts. This is the highest achievement within Girl Scouts and can only be earned by a Senior or Ambassador Girl Scout. The Gold Award is an individual based project that is designed to benefit the community in which the girl lives.

After several visits to the park with my family, I realized the lack of picnic areas within our town. For my Gold Award, I would like to provide picnic tables for families to use at our local parks, preferably Kid Mountain. Currently Kid Mountain only has one small picnic table for families to use. Therefore families who chose to spend the day at the park, and also have lunch or dinner there, have to eat on benches or the ground, as my family did. If you allow me to place picnic tables outside the fenced in area, not only visitors to the park but also visitors to the library will be able to use them. Providing more time together outside.

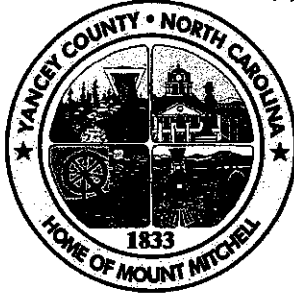
As of now I have applied for a grant to pay for the material to build the picnic tables, which is on hold until I can receive approval by the county. I have also asked local volunteers to help build the tables.

If you allow for the picnic tables to be placed at Kid Mountain, I will make sure that they are placed on level ground. I also will provide some kind of ground cover beneath each table to help insure that no one has to weed eat under them. I would not want to add extra work for anyone.

Thank you for your time, I hope you will consider my picnic table project for Yancey County parks.

Sincerely,

Holland Silver
Girl Scout Troop 30375
828-208-0369



Board of Commissioners

Johnny Riddle, Chair
Jill Austin, Vice-chair
Mark Ledford
John Stallings
Jeff Whitson

Nathan R. Bennett
County Manager

Donny J. Laws
County Attorney

J. Jason Robinson
Clerk to the Board

PROCLAMATION
In Honor of the 100th Birthday
Of
RUTH RAY BAILEY GIBBS

WHEREAS, Ruth Ray Bailey Gibbs was born on September 29, 1917 in the Day Book community of Yancey County to Willard and Zula Ray; and,

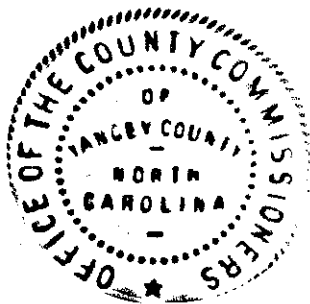
WHEREAS, Mrs. Ruth Ray Bailey Gibbs was married to Glen Bailey and then to Clarence Gibbs, both from Yancey County, and these marriages produced 4 children: Lloyd Richard Bailey, Virginia Lorene Bailey Tipton, Doris and Donald Gibbs; and,



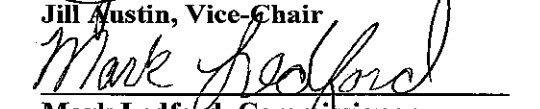
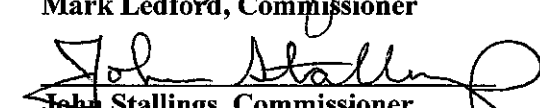

WHEREAS, Ms. Ruth Ray Bailey Gibbs was a devoted homemaker and mother, who also worked at Glen Raven Mills, as well as a cosmetologist, and as a seamstress making costumes for Las Vegas entertainers to provide for her family; and,

WHEREAS, love, strength of character, respect for others and a strong work ethic are the qualities contributing to her longevity of life making her a role model for the citizens of Yancey County.


NOW, THEREFORE BE IT PROCLAIMED by the Yancey County Board of Commissioners, special recognition and appreciation is hereby bestowed upon Ms. Ruth Ray Bailey Gibbs for reaching her 100th birthday and for working many years for the betterment of her community.

THIS 14th DAY OF August, 2017.




Johnny Riddle, Chair

Jill Austin, Vice-Chair

Mark Ledford, Commissioner

John Stallings, Commissioner

Jeff Whitson, Commissioner

Attest:


J. Jason Robinson, Clerk to the Board

Attachment F

**YANCEY COUNTY COMMISSIONERS
2016-2017 FISCAL YEAR BUDGET AMENDMENT**

BUDGET AMENDMENT # 6

FUND: GENERAL & SCHOOL CAPITAL

As entered in the minutes of the Yancey County Board of Commissioners at a meeting on as entered into the minutes on August 14, 2017

EXPEND. CODE		ACCOUNT	INCREASE	DECREASE
1	105910-5917	SCHOOL-FUTURE DEBT		681,000.00
2	107000-600000	CONT TO FUND 20	681,000.00	
TOTALS			681,000.00	681,000.00

EXPEND. CODE		ACCOUNT	INCREASE	DECREASE
1	204000-4001	CONT FROM GENERAL FUND	681,000.00	
2	205910-5912	SCHOOL CAPITAL PROJECT	681,000.00	

This amendment is to move available funds budgeted for future school debt to the school capital projects fund.

Attachment 6
YANCEY COUNTY TAX ADMINISTRATION

Alpha/
Vehicle

End of Month Breakout
View Posted Payments in Date Range 07/01/2017 to 07/31/2017 for Vehicle

Description	Amount
Vehicle Payments	
County Vehicle Tax Payments 2017	\$104.81
County Vehicle Tax Payments 2016	\$60.87
County Vehicle Tax Payments 2015	
County Vehicle Tax Payments 2014	
County Vehicle Tax Payments 2013	\$59.76
County Vehicle Tax Payments 2012	
County Vehicle Tax Payments 2011	
County Vehicle Tax Payments 2010	
County Vehicle Tax Payments 2009	
County Vehicle Tax Payments 2008	
County Vehicle Tax Payments 2007	
County Vehicle Interest	\$21.96
County Vehicle Total Payments	\$247.40
Burnsville VFD Vehicle Tax	\$3.35
South Toe VFD Vehicle Tax	\$3.71
Newdale VFD Vehicle Tax	\$0.55
West Yancey VFD Vehicle Tax	\$3.20
Egypt/Ramseytown VFD Vehicle Tax	\$2.25
Clearmont VFD Vehicle Tax	\$9.82
Double Island VFD Vehicle Tax	
Pensacola VFD Vehicle Tax	
VFD Vehicle Interest	\$2.41
VFD Vehicle Total Payments	\$25.29
Town of Burnsville Vehicle Tax	
Town of Burnsville Vehicle Interest	
Town of Burnsville Vehicle Total Payment	
State Vehicle Interest	\$3.99
Vehicle Total Payments	\$276.68
Vehicle BankCard Amount	\$90.72
Vehicle BankCard Fee	

08/01/2017

YANCEY COUNTY TAX ADMINISTRATION

Bank Card Register for Date Range:

07/01/2017 to 07/31/2017

Bill	Name	Credit Amount	Card Fee	Total
V201305186	MENCIS, LEE JOSEPH	\$90.72		\$90.72
	Vehicle Total:	\$90.72		\$90.72
	NonVehicle Total:			
	Total:	\$90.72		\$90.72

YANCEY COUNTY TAX ADMINISTRATION

End of Month Breakout

Outstanding Balances through 07/31/2017

*Approved
Verified*

Description	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	Total
Balances												
County Vehicle Tax	\$1,179.14	\$6,826.93	\$3,563.39	\$1,162.90	\$27,556.69	\$29,496.45						\$69,785.50
TOWN OF BURNSVILLE Vehicle Tax	\$32.55	\$36.00	\$12.70		\$2,128.03	\$2,759.16						\$4,968.44
BURNSVILLE FIRE DISTRICT Vehicle Tax	\$11.84	\$128.82	\$39.05	\$7.53	\$551.78	\$693.88						\$1,432.90
CANE RIVER FIRE DISTRICT Vehicle Tax	\$3.41	\$16.20	\$6.98	\$3.69	\$179.07	\$239.18						\$448.53
EGYPT FIRE DISTRICT Vehicle Tax	\$0.99	\$2.43	\$0.97	\$0.46	\$105.27	\$78.47						\$188.59
RAMSEY TOWN FIRE DISTRICT Vehicle Tax	\$1.81	\$3.94	\$4.53	\$0.53	\$124.30	\$98.80						\$233.91
GREEN MOUNTAIN FIRE DISTRICT Vehicle Tax	\$4.84	\$8.66	\$6.77	\$6.67	\$87.13	\$114.13						\$230.20
JACKS CREEK FIRE DISTRICT Vehicle Tax	\$49.93	\$59.14	\$62.91	\$7.31	\$353.29	\$336.69						\$869.27
BRUSH CREEK FIRE DISTRICT Vehicle Tax	\$1.22		\$1.93	\$0.36	\$116.70	\$134.20						\$254.41
CRABTREE FIRE DISTRICT Vehicle Tax	\$39.18	\$54.67	\$67.16	\$70.81	\$770.54	\$881.36						\$1,883.72
SOUTH TOE FIRE DISTRICT Vehicle Tax	\$2.47	\$51.19	\$99.21	\$7.78	\$432.68	\$393.13						\$986.46
PENSACOLA FIRE DISTRICT Vehicle Tax	\$0.95	\$80.15	\$51.74	\$1.11	\$89.07	\$110.48						\$333.50

Billed to Date

% Collected

County Vehicle Tax 2017

\$1,283.95

8.16%

08/01/2017

Posting Report

07-01-2017 to 07-31-2017

BIS

08-01-2017
8:50 AM

I. Tax Collections + Releases

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TC
2013	\$140.21	\$0.00	\$11.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$151
2014	\$1,446.30	\$19.86	\$41.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,507
2015	\$6,771.54	\$0.00	\$70.42	\$204.40	\$77.11	\$27.74	\$0.00	\$39.00	\$40.04	\$7,230
2016	\$31,882.39	\$75.46	\$190.80	\$166.23	\$0.00	\$100.96	\$214.30	\$107.81	\$0.00	\$32,737
2017	\$1,124,355.02	\$14,065.34	\$18,910.92	\$11,116.87	\$8,068.21	\$3,807.01	\$9,870.54	\$15,397.08	\$19,470.95	\$1,225,061
TOTAL	\$1,164,595.46	\$14,160.66	\$19,224.87	\$11,487.50	\$8,145.32	\$3,935.71	\$10,084.84	\$15,543.89	\$19,510.99	\$1,266,689

II. Releases

	Current Year	Prior Year	TOTAL
General Fund	\$119,961.93	\$434.88	\$120,396.81
Burnsville	\$304.80	\$0.00	\$304.80
West Yancey	\$418.78	\$0.00	\$418.78
Egypt/Ramseytown	\$216.90	\$0.00	\$216.90
Clearmont	\$160.27	\$0.00	\$160.27
Double Island	\$118.04	\$43.49	\$161.53
Newdale	\$295.25	\$0.00	\$295.25
South Toe	\$368.97	\$0.00	\$368.97
Pensacola	\$12,867.49	\$0.00	\$12,867.49
TOTAL	\$134,712.43	\$478.37	\$135,190.80

III. Net Tax Collections

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
TOTAL	\$1,044,198.65	\$13,855.86	\$18,806.09	\$11,270.60	\$7,985.05	\$3,774.18	\$9,789.59	\$15,174.92	\$6,643.50	\$1,131,498.4

Transaction Type Report

07-01-2017 to 07-31-2017

Year	General	Fire	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Total
2013	\$140.21	\$11.22	\$0.00	\$0.00	\$0.00	\$151.43	\$50.73	\$0.00	\$0.00	\$202.16
2014	\$1,446.30	\$61.37	\$1.13	\$0.00	\$0.00	\$1,508.80	\$225.38	\$4.00	\$0.00	\$1,738.18
2015	\$6,771.54	\$458.71	\$637.73	\$0.00	\$0.00	\$7,867.98	\$875.90	\$34.36	\$0.00	\$8,778.24
2016	\$31,447.51	\$812.07	\$122.66	\$0.00	\$0.00	\$32,382.24	\$1,151.16	\$100.84	\$1,027.22	\$34,661.46
2017	\$1,001,242.98	\$85,638.66	\$104.37	\$0.00	\$0.00	\$1,086,986.01	\$207.03	\$0.00	\$0.00	\$1,087,193.04
TOTAL	\$1,041,048.54	\$86,982.03	\$865.89	\$0.00	\$0.00	\$1,128,896.46	\$2,510.20	\$139.20	\$1,027.22	\$1,132,573.08

Adjustment / Release Report

07-01-2017 to 07-31-2017

Year	General	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Fire	Amount Due	County Net
2012	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$-27.20	\$0.00	\$-27.20	\$-27.20
2013	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.01	\$0.00	\$0.00	\$0.00	\$0.01	\$0.01
2014	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$-523.25	\$0.00	\$-523.25	\$-523.25
2015	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$-1,399.23	\$0.00	\$-1,399.23	\$-1,399.23
2016	\$434.88	\$0.00	\$0.00	\$0.00	\$434.88	\$37.96	\$0.00	\$-1,724.70	\$43.49	\$-1,208.37	\$-1,251.86
2017	\$119,961.93	\$10,903.53	\$0.00	\$0.00	\$130,865.46	\$-0.20	\$0.00	\$0.00	\$14,750.50	\$145,615.76	\$130,865.26
TOTAL	\$120,396.81	\$10,903.53	\$0.00	\$0.00	\$131,300.34	\$37.77	\$0.00	\$-3,674.38	\$14,793.99	\$142,457.72	\$127,663.73

Collections Receipts Report

07-01-2017 to 07-31-2017

Total general tax	\$1,044,198.65
Total fire tax	\$87,299.79
Total penalty	\$865.89
Total Waste Fees	\$0.00
Total Additional Fees	\$0.00
<hr/>	
Total principal	\$1,132,364.33
Total interest	\$2,510.20
Total cost of advertising	\$139.20
Total legal	\$1,027.22
Total check overpayments	\$0.00
Total Prepaid Payments	\$851.99
Total Prepaid Applied	\$-28,989.75
<hr/>	
Total misc	\$-24,461.14
<hr/>	
Grand total receipts	\$1,107,903.19

District Payment Report

07-01-2017 to 07-31-2017

Year	District Code	District Name	Amount
2013	011	PRICES CREEK FIRE DISTRICT	\$11.22
2014	001	BURNSVILLE FIRE DISTRICT	\$19.86
2014	002	CANE RIVER FIRE DISTRICT	\$31.28
2014	007	BRUSH CREEK FIRE DISTRICT	\$0.00
2014	010	PENSACOLA FIRE DISTRICT	\$0.00
2014	011	PRICES CREEK FIRE DISTRICT	\$10.23
2015	002	CANE RIVER FIRE DISTRICT	\$63.52
2015	003	EGYPT FIRE DISTRICT	\$204.40
2015	004	RAMSEYTOWN FIRE DISTRICT	\$0.00
2015	005	GREEN MOUNTAIN FIRE DISTRICT	\$77.11
2015	007	BRUSH CREEK FIRE DISTRICT	\$27.74
2015	008	CRABTREE FIRE DISTRICT	\$0.00
2015	009	SOUTH TOE FIRE DISTRICT	\$39.00
2015	010	PENSACOLA FIRE DISTRICT	\$40.04
2015	011	PRICES CREEK FIRE DISTRICT	\$6.90
2016	001	BURNSVILLE FIRE DISTRICT	\$75.46
2016	002	CANE RIVER FIRE DISTRICT	\$66.34
2016	003	EGYPT FIRE DISTRICT	\$143.83
2016	004	RAMSEYTOWN FIRE DISTRICT	\$22.40
2016	005	GREEN MOUNTAIN FIRE DISTRICT	\$0.00
2016	006	JACKS CREEK FIRE DISTRICT	\$0.00
2016	007	BRUSH CREEK FIRE DISTRICT	\$57.47
2016	008	CRABTREE FIRE DISTRICT	\$214.30
2016	009	SOUTH TOE FIRE DISTRICT	\$107.81
2016	010	PENSACOLA FIRE DISTRICT	\$0.00
2016	011	PRICES CREEK FIRE DISTRICT	\$124.46
2017	001	BURNSVILLE FIRE DISTRICT	\$13,638.06
2017	002	CANE RIVER FIRE DISTRICT	\$4,129.56
2017	003	EGYPT FIRE DISTRICT	\$8,423.70
2017	004	RAMSEYTOWN FIRE DISTRICT	\$2,476.27
2017	005	GREEN MOUNTAIN FIRE DISTRICT	\$3,147.48
2017	006	JACKS CREEK FIRE DISTRICT	\$4,760.46
2017	007	BRUSH CREEK FIRE DISTRICT	\$3,688.97
2017	008	CRABTREE FIRE DISTRICT	\$9,575.29
2017	009	SOUTH TOE FIRE DISTRICT	\$14,832.83
2017	010	PENSACOLA FIRE DISTRICT	\$6,603.46
2017	011	PRICES CREEK FIRE DISTRICT	\$14,362.58
TOTAL			\$86,982.03

Outstanding Balances Report

As of 07-31-2017

Year	Amount	County	District	Interest	Advertising	Penalties	Waste	Additional Fees
2006	\$16,847.76	\$7,535.64	\$707.43	\$8,231.58	\$87.50	\$285.61	\$0.00	\$0.00
2007	\$13,191.77	\$6,038.97	\$556.05	\$6,140.11	\$80.50	\$376.14	\$0.00	\$0.00
2008	\$15,847.46	\$7,906.57	\$738.50	\$6,936.25	\$100.00	\$166.14	\$0.00	\$0.00
2009	\$14,700.77	\$8,118.59	\$667.17	\$5,803.01	\$112.00	\$0.00	\$0.00	\$0.00
2010	\$20,136.02	\$11,212.74	\$1,179.53	\$7,583.75	\$160.00	\$0.00	\$0.00	\$0.00
2011	\$28,086.67	\$15,522.60	\$1,610.37	\$9,288.47	\$172.00	\$17.85	\$0.00	\$0.00
2012	\$37,194.72	\$19,400.85	\$2,203.89	\$10,716.52	\$220.00	\$285.09	\$0.00	\$0.00
2013	\$33,945.23	\$22,975.21	\$2,253.51	\$8,338.51	\$378.00	\$0.00	\$0.00	\$0.00
2014	\$57,478.83	\$36,156.70	\$3,416.93	\$10,092.63	\$332.00	\$526.82	\$0.00	\$0.00
2015	\$106,474.82	\$69,036.03	\$5,977.11	\$11,663.19	\$696.37	\$365.37	\$0.00	\$0.00
2016	\$245,966.28	\$201,433.18	\$12,614.54	\$11,515.45	\$1,782.71	\$589.89	\$0.00	\$4.00
2017	\$12,540,240.07	\$11,512,555.08	\$1,005,356.52	\$70.35	\$0.00	\$22,258.12	\$0.00	\$0.00
Total	\$13,130,110.40	\$11,917,892.16	\$1,037,281.55	\$96,379.82	\$4,121.08	\$24,871.03	\$0.00	\$4.00

Yancey County Tax Office

County/District Collection Percentage Report
As of: 07-31-2017

Run Date: 08-01-2017

2017
County

Net Levy \$
12,516,948.17

Collections \$
1,004,393.09

Collections %
8.03

Districts

Name	Net Levy \$	Collections \$	Collections %
001 - BURNSVILLE FIRE DISTRICT	188,139.75	13,760.54	7.32
002 - CANE RIVER FIRE DISTRICT	67,527.25	4,129.56	6.12
003 - EGYPT FIRE DISTRICT	72,850.04	8,423.70	11.57
004 - RAMSEY TOWN FIRE DISTRICT	24,725.25	2,476.27	10.02
005 - GREEN MOUNTAIN FIRE DISTRICT	27,226.87	3,147.48	11.57
006 - JACKS CREEK FIRE DISTRICT	65,201.11	4,760.46	7.31
007 - BRUSH CREEK FIRE DISTRICT	39,483.25	3,688.97	9.35
008 - CRABTREE FIRE DISTRICT	146,368.87	9,575.29	6.55
009 - SOUTH TOE FIRE DISTRICT	193,298.11	15,028.11	7.78
010 - PENSACOLA FIRE DISTRICT	111,700.69	6,603.46	5.92
011 - PRICES CREEK FIRE DISTRICT	154,791.75	14,362.58	9.28

District Totals

Net Levy \$
1,091,312.94

Collections \$
85,956.42

Collections %
7.88



July 11, 2017

PROPOSAL FOR SERVICES – EXHIBIT A

SUBMITTED TO: Jamie McMahan
Yancey County Planner

SUBMITTED FOR: Estimate for Design Services for Blue Ridge Elementary School Sewer Improvements, North Carolina Project # TBD

I SCOPE OF SERVICES:

Thank you for allowing us to provide you this proposal with anticipated services and projected fees for the “Blue Ridge Elementary School Sewer Improvements” project. The following is an anticipated Scope of Services detailing services anticipated by Civil Design Concepts, P.A. and its consultants.

Information provided in this Scope of Services is based on our experience with past projects and our understanding of this project based on the information we have been provided to date.

A. Survey

1. Right-of-way and strip topographic survey of approximately 7000 linear feet of gravity and force main sewer from existing pump station at Cane River Middle School to sewer manhole at Altec Industries.
2. Property corners along Cane River School Rd to determine the limits of DOT right-of-way for said road.
3. A Plat will be provided showing right-of-way for Cane River School Rd, as well as contours, improvements, and utilities lying within said right-of-way. Sufficient improvements on the property of the Cane River Middle School and Altec Industries to allow design of the proposed sewer extension will also be provided.
4. Sewer easement plats will be produced for the portion of gravity sewer crossing the two parcels owned by Altec Industries.

B. Preliminary Feasibility / Analysis:

1. Attend project kick-off meeting with Owner.
2. Coordinate available information and determine needs for additional information necessary to obtain approvals for the project.

3. Meet with Town of Burnsville Sewer Authority to gather available data for existing sewer infrastructure in this area.
4. Identify any improvements that may be necessary to accommodate future development.
5. Develop Base Maps from Boundary and Topographic Survey provided in digital AutoCAD format from survey information collected by surveyor.
6. Develop quantity take off and preliminary cost estimate for sewer infrastructure.
7. Attend meeting with client. Develop timeline and strategy for proceeding to the next stage of construction documents.

C. Construction Documents

1. Design gravity collection system to serve the proposed and existing facilities. Design will include both horizontal and vertical design to be extended from an existing line assumed to be traversing the lower end of the proposed elementary school project. Design will be to NCDEQ Standards and Specifications.
2. Design of private pump station system and approximately 7000 feet of force main to serve the proposed and existing facilities. Design will include both horizontal and vertical design and will be located on the middle school property. Design will be to NCDEQ Standards and Specifications.
3. Submit full Engineering Review Document Package to NCDEQ for approval of the sewer line, pump station and force main design. This will include Design Plans, calculations and necessary applications for approval.
4. Submit NCDOT encroachment for all related sewer improvements within right of way.

D. Contract Administration Services:

1. **Bidding/Contract Execution**
 - a. Submit final construction drawings to County and School System for approval prior to bidding the project and incorporate any identified revisions accordingly.
 - b. Prepare a final engineer's construction cost estimate to present to the County.
 - c. Prepare Public Bid Documents and Contract Documents necessary to complete the bidding process.
 - d. Coordinate contract review and approval by County and coordinate bid advertisement.

Mailing Address: P.O. Box 5432, Asheville, NC 28813

168 Patton Avenue Asheville, NC 28801	52 Walnut Street – Suite 9, Waynesville, NC 28786
Phone 828-252-5388 Fax 828-252-5365	Phone: 828-452-4410 Fax: 828-456-5455

- e. Coordinate and conduct Pre-bid meeting.
 - f. Address questions from bidders and issue any required addenda to plan holders during bidding process.
 - g. Conduct bid opening at the time & location specified by the County.
 - h. Review bids for accuracy, prepare certified bid tabulation, confirm bidders' qualifications and licensing, and make recommendation of award to the County.
 - i. Assist in assuring contract documents are completed and executed completely including bonding and insurance requirements.
 - j. Assist in execution of Contract and issuance of Notice to Proceed.
2. **Administering Contract through Project Completion (Assumes 8-month construction contract).**
- a. Review Applications for payment for concurrence with approved schedule of values and make recommendation to approve or deny.
 - b. If change order requests are made, review for legitimacy and accuracy and make recommendation to owner to deny or approve.
 - c. Upon Project completion assist owner in finalizing contract (Once all punch list items are completed) and releasing final lien waivers.

E. Construction Observation:

The following is a list of construction observation services, which will be provided as required and on an as needed basis.

1. Attend construction meetings as requested including required pre-construction, monthly and other meetings. Estimated number of meetings: eight (8)
2. Review shop drawings and other submittals for compliance with approved plans.
3. Periodic Inspections to determine general compliance of the work with the plans and specifications, which inspection and/or approval shall not constitute a guarantee that the work complies with the plans and specifications and will not relieve the contractor of its primary obligation to adhere to the plans and specifications. Engineer shall have no obligation as to Contractor's means or methods or compliance with OSHA or other health and safety regulations. (20 visits estimated)

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4. Attendance at one final inspection for sewer system and attendance (water, sewer and storm water detention) to determine that the items have been installed in general conformance at one sewer pump station startup with the plans and specifications to prepare for final agency inspection. (Estimated two (2) visits)

F. Closeouts/Certifications:

1. NCDEQ

- a. Create reproducible Record Drawing created from As-built Survey information provided by Professional Land Surveyor.
- b. Prepare and submit Engineer's Certification.

II CLIENT RESPONSIBILITIES:

The Client shall provide Civil Design Concepts, P.A., with base site information in AutoCAD format, building plans, program descriptions, budget or other information as may be required to complete the work, or shall agree to reimburse Civil Design Concepts, P.A. for the cost of obtaining the information required. The Client shall hold harmless and indemnify Civil Design Concepts, P.A. against injury loss or damage arising out of the negligent acts, errors or omissions arising from information supplied by others.

Further, the Client shall identify and designate one individual to act on behalf of the Client for reviews and approvals. The Client shall identify any special definitions or conditions required for invoicing for services rendered.

III ADDITIONAL SERVICES

All additional work requested by the Owner will be billed on an hourly basis or a negotiated lump sum fee. Extra work will include, but not be limited to:

1. Multiple phases of construction. (This proposal assumes single-phase construction.)
2. Change in scope of services as defined within this proposal.
3. Corps of Engineers / Environmental permitting/NEPA/SEPA.
4. Changes required due to contractor error.
5. Design modifications requested by Owner after submittals.
6. Design changes due to error in base survey information.
7. Flood study/ Permitting Services.
8. No structural designs included.
9. No geotechnical investigation or designs included.
10. Fast track packaging of construction documents.
11. Water feature mechanical or structural engineering design; fees will be negotiated as necessary.

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12. Pool or spa mechanical or structural engineering design; fees will be negotiated as necessary.
13. Construction documentation for exterior lighting. Concept design level drawings and fixture selection are included, if applicable. Lighting shop drawings by installation contractor to be required and will be reviewed by Landscape Architect.
14. Retaining wall design on walls greater than 5' (five feet) in height. A geotechnical engineer sub-consultant may be necessary.

IV SCHEDULE

Civil Design Concepts, P.A. will begin work upon acceptance of this proposal, unless otherwise specified, and will work to meet all reasonable schedules established by the Client.

V COST FOR SERVICES

Fees for the above scope of services are estimated as follows:

A. Survey	\$	15,000
B. Preliminary Feasibility/Analysis	\$	8,500
C. Construction Documents:	\$	86,500
D. Contract Administration:	\$	24,500
E. Construction Observation:	\$	31,500
F. Closeouts/Certifications:	\$	<u>11,500</u>
TOTAL:	\$	177,500

***Estimated fee based upon attached fee schedule. Actual costs at hourly rates of Civil Design Concepts, P.A. personnel assigned to project as follows:**

Principal Engineer	\$140/hr
Senior Project Engineer	\$125/hr
Associate Project Engineer	\$100/hr
Construction Administrator	\$100/hr
Senior Civil Engineer Technician	\$ 95/hr
Assistant Construction Administrator	\$ 80/hr
Civil Engineer Technician	\$ 80/hr
Construction Inspector	\$ 60/hr
Office Administrator	\$ 40/hr

Any work in addition to that outlined in the Scope of Services listed above will be billed on an hourly basis according to the rate schedule shown or a negotiated lump sum fee. Additional Services will only be performed under written authorization from the client.

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These rates are valid through December 31, 2017 at which time the client will be notified in writing of any rate changes.

Reimbursable expenses are not included in the cost of services. Reimbursable expenses shall include the following: long distance telephone, postage, fax, and photographs, travel @ \$0.60/mi., meals and other incidental expenses shall be a direct charge per receipts.

Printing and reproduction of plans and specifications will be billed at a 1.1 multiplier of cost.

Payment for services rendered shall be made monthly, due within ten days of the receipt of invoice, for all work completed through the last pay period in the preceding month or according to a schedule provided by the Client. Any invoice outstanding for more than 30 days after receipt will be subject to an interest charge of 1-1/2% per month.

VI PROPOSAL DURATION

This proposal shall be valid for thirty (30) days. Upon acceptance, it shall become an agreement between the Client and Civil Design Concepts, P.A.

VII ADDITIONAL TERMS AND CONDITIONS

Included are two (2) copies of our Consulting Services Agreement and this Proposal For Services. If the terms of the Agreement and the Proposal are acceptable, please execute both documents and return one (1) original copy of each to our office.

When executed this Agreement may be terminated for convenience within 15 days written notice by Civil Design Concepts, P.A. or Jamie McMahan, or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. In the event of termination, Civil Design Concepts, P.A. shall be paid for all authorized services performed and reimbursable expenses incurred to the date of notification. Any expenses incurred by Civil Design Concepts, P.A. due to termination of project by Client shall be paid by Client.

Respectfully submitted this 11th day of July, 2017



Jesse Gardner, P.E.
Civil Design Concepts, P.A.

7/11/17

(Date)

Jamey McMahan
Yancey County Planner
(Date)

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CONSULTING SERVICES AGREEMENT

This contract entered into this 11th day of July, 2017 by & between Jamie McMahan, hereinafter called the Client, & Civil Design Concepts, P.A.; Witnesseth that: Whereas, the Client desires to engage Civil Design Concepts (sometimes referred to as "CDC") to provide consulting services; and, Whereas, the Client finds that the attached Scope of Services and terms of this agreement are acceptable; and, Whereas, Civil Design Concepts desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

Now, therefore, the parties hereto do mutually agree as follows:

1. Scope of Services: Civil Design Concepts shall provide the services attached hereto in the Exhibit A "Proposal For Services", dated July 11, 2017 to this Agreement, hereinafter called services. Additional services will be invoiced in accordance with the attached rate and fee schedule.

2. Standard of Care: Civil Design Concepts will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time these services are rendered. CDC shall have the right to rely on any and all information furnished by Client without any requirement to verify same.

3. Authorization to Proceed: Execution of this Consulting Services Agreement will be considered authorization for Civil Design Concepts to proceed unless otherwise provided for in this Agreement or as otherwise modified by the attached project schedule.

4. Changes In Scope: The Client may request changes in the Scope of Services provided in this Agreement. If such changes affect Civil Design Concepts cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement. Any additional services resulting from a change in scope of services will be pre-approved by the client.

5. Compensation: The Client shall pay the compensation to Civil Design Concepts set forth in the Exhibit "A", Section V. "Cost For Services", as described in the proposal attached hereto. Unless otherwise provided in the Cost For Services, Civil Design Concepts shall submit invoices to the Client monthly (by the 15th day of the month) for work accomplished under this agreement and the Client agrees to make payment to Civil Design Concepts within thirty (30) days of receipt of the invoices. Client further agrees to pay interest on all accounts invoiced and not paid or objected to for a valid cause in writing within said time period at a rate of 1-1/2 percent per month (18 percent per annum), until paid. Client agrees to pay Civil Design Concepts' cost of collection of the amounts due and unpaid after sixty (60) days, including but not limited to, court costs and attorney's fees. Civil Design Concepts shall not be bound by any provision such as contained in a purchase order or wherein Civil Design Concepts waives any rights to a mechanic's lien or any provision conditioning Civil Design Concepts' right to receive payment for its work upon payment to the Client by any third party. These general conditions are notice, where required, that Civil Design Concepts shall file a lien whenever necessary to collect past due amounts. The Client agrees that failure to make payment in full within thirty (30) days, or raise any specific objection to the services rendered or charge therefore shall constitute a waiver of any such objection or claim as to any issue Client may have and the failure to make payment or raise any objection as herein required shall bar any claim against CDC in tort or contract. It is also mutually agreed that should the Client fail to make prompt payments as described herein, Civil Design Concepts reserves the right to immediately stop all work under this agreement until all accounts are brought current or terminate this agreement, in the sole discretion of CDC..

6. Personnel: Civil Design Concepts represents that it has, or will secure at their own expense, all personnel required to perform the services under this agreement and that such personnel will be fully qualified and adequately supervised to perform such services. It is mutually understood that should the scope of services require outside subcontracted services, Civil Design Concepts may employ those services at their discretion.

7. Opinions or Estimates of Cost: Any costs estimates provided by Civil Design Concepts shall be considered opinions of probable costs. These along with project economic evaluations provided by Civil Design Concepts will be on a basis of experience and judgment, but, since Civil Design Concepts has no control over market conditions or bidding procedures, Civil

Design Concepts cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions. Based thereon, Client waives any and all claims against CDC which arise out of any opinion of probable construction cost provided.

8. Termination: This Agreement may be terminated for convenience by either the Client or Civil Design Concepts with 15 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such non performance within 5 days of written notice and diligently complete the correction thereafter. On termination, Civil Design Concepts will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.

9. Limitation of Liability: Civil Design Concepts liability for Client's damages will, in aggregate, not exceed 1,000,000 for the Scope of Services referenced herein. This provision takes precedence over any conflicting provision of this Agreement or any documents incorporated into it or referenced by it. This limitation of liability will apply whether Civil Design Concepts liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include Civil Design Concepts' directors, officers, employees and subcontractors. Limits of liability may be increased upon request by Client for additional fees paid.

10. Assignability: This agreement shall not be assigned or otherwise transferred by either Civil Design Concepts or the Client without the prior written consent of the other. Assignability of this contract will not unreasonably be withheld.

11. Severability: The provisions of this Consulting Services Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this consulting services agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited, and given effect to the extent that it may be enforceable.

12. Ownership of Documents: CDC shall retain all ownership and common law property rights in all documents, calculations, drawings, maps (together the "Documents"). Upon full and final payment to CDC pursuant to this contract, CDC will grant a one time, nonexclusive license in the Documents for Client's use on this Project/ Client agrees that the deliverables are intended for the exclusive use and benefit of, and may be relied upon for this project only by the Client and will not be used otherwise. In the event Client fails to pay all sums when due, CDC reserves the right to withdraw its Documents from any governmental agency to which same have been submitted for the purpose of obtaining approvals or permits and Client acknowledges that it shall have no right to make any use of the Documents whatsoever unless payments are made to CDC in accordance with this Agreement. Client agrees that CDC shall have the right to obtain an injunction to restrain such use if at any time Client fails to make payments to CDC.

13. Excusable Delay: If performance of service is affected by causes beyond Civil Design Concepts control, project schedule and compensation shall be equitably adjusted.

14. Indemnification: Client agrees to indemnify, defend and hold Civil Design Concepts, its agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against Civil Design Concepts which arise in whole or in part out of the failure by the Client to promptly and completely perform its obligations under this agreement, and as assigned in the Exhibit A, or from the inaccuracy or incompleteness of information supplied by the Client and reasonably relied upon by Civil Design Concepts in performing its duties or for unauthorized use of the deliverables generated by Civil Design Concepts.

Client Initials

CDC Initials



15. Choice of Law: This Agreement shall be governed by the internal laws of the State of North Carolina.

16. Entire Agreement: This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

17. Attachments to this document: Exhibit A, "Proposal For Services" for Jamie McMahan
Yancey County Planner
Dated July 11, 2017

Client Authorized Signature: _____

Print Name: _____

Title: _____

Address: _____

Civil Design Concepts, P.A.

Signature: _____

Name Jesse Gardner, PE

168 Patton Avenue
Asheville, NC 28801

52 Walnut Street – Suite 9
Waynesville, NC 28786