

**Minutes of the 9 July 2018**  
**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 9 July 2018 meeting of the Yancey County Board of Commissioners were: Chairman Johnny Riddle, Commissioner Jill Austin, Commissioner John Stallings, Commissioner Jeff Whitson, County Manager Nathan Bennett, Clerk to the Board Jason Robinson, Planning and Economic Development Director Jamie McMahan, County Attorney Donny Laws, members of the media, and members of the general public. Commissioner Ledford was absent from the meeting.

**Call to Order and Approval of Agenda**

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

**Public Comment**

The only person to speak before the Board was Dr. John Boyd. Dr. Boyd spoke about the Mayland observatory.

**Consent Agenda**

The Board next moved to the consent agenda portion of the agenda. On the consent agenda for July was the approval of the June 11<sup>th</sup> regular meeting minutes. In addition, there was a request from the Yancey County Addressing Department to add a road to the county road database (Attachment B). Also on the consent agenda for July was the 2017-18 Annual Settlement for real and personal property taxes, the prior year insolvent taxes, and the 2018 release of delinquent vehicle tax (Attachment C). Finally on the consent agenda was the June tax collection report (Attachment D) which is for informational purposes only. Upon hearing the consent agenda items, Commissioner Whitson made a motion to approve the consent agenda. The motion was seconded by Commissioner Austin and the vote to approve was unanimous.

**TRACTOR**

The Board next heard from Robin Smith, Executive Director of TRACTOR Food and Farms. Mrs. Smith gave the Board an update on the TRACTOR Farm to Fork Dinner. This is TRACTOR's largest fundraiser of the year and looks like it is going to be successful. Mrs. Smith asked the Board to spread the word.

**County Manager Report**

The Board next heard from County Manager Nathan Bennett. Mr. Bennett stated that he had a number of issues to bring before the Board. The first was the North Carolina Forest Service contracts. These contracts were the same standard contracts as in years past for services provided within the county. Upon hearing from Mr. Bennett, Commissioner Whitson made a motion to authorize the chairman to sign the contracts. The motion was seconded by Commissioner Stallings and the vote to approve was unanimous (Attachment E). Mr. Bennett next moved the E-911 GIS system. According to Mr. Bennett when the County switched software there became apparent there were a number of technical issues. High Country Council of Government (HCCOG) provides this technical support. The fees are reimbursable from the state 911 board and they will be billed hourly. Upon hearing from Mr. Bennett, Commissioner Austin made a motion to allow the county manager to enter into the agreement with High Country Council of Governments for GIS services (Attachment F). Mr. Bennett next updated the Board on the comprehensive classification and pay plan that is being performed by the MAPS Group. Mr. Bennett stated that this type of study has never been done in Yancey County. Mr. Bennett also updated the Board on the process that the MAPS Group is following. Mr. Bennett also reviewed the timeline that the MAPS group intends to follow. Mr. Bennett next updated the Board on the \$50,000 building reuse grant that the County was able to assist Mercy Urgent Care in securing. Mr. Bennett also stated that the County was able to help Mountain Electronics obtain a building reuse grant and that grant was being closed out this week. Mr. Bennett also provided an update regarding the Yancey County Senior Center. Mr. Bennett stated that the hope was to expand the meals and meals on wheels to 5 days. Mr. Bennett also gave an update on Heritage Adult Day Care, stating that he has been working to move ownership of the daycare

daycare to another entity here in the county. As of now the Yancey County Committee on Aging has agreed to operate the daycare until September 30, 2018. Mr. Bennett also gave an update on funding for the East Yancey Sewer system. Mr. Bennett stated that \$65,000 in grants and \$500,000 in no interest loans have been made available by the North Carolina Department of Environmental Quality. Mr. Jamie McMahan gave an update on the new school, stating that the building has been completely permitted and that the contractor has gained nine days. Mr. McMahan also gave an update on the hotel, saying that developers are interested in coming to the county and touring the town and county.

**County Attorney Business**

County Attorney Donny Laws stated that the federal courts have determined that the federal government has underpaid counties in the years 2015, 2016, and 2017 through the Payment in Lieu of Taxes program. This program pays counties for federal lands that are located within their counties and exempt from property taxes. According to Mr. Laws in order to collect any money that might be owed to the County we would have to opt-in to a class action law suit. Chairman Riddle asked if there was any cost associated with the law suit, to which Mr. Laws responded that there weren't any costs. Commissioner Stallings stated that he believed that we shouldn't sue ourselves since the people of the country decide on decision makers of the federal government. Upon discussion Chairman Riddle called for a vote. Commissioner Austin made a motion to enter into the class action law suit. The motion was seconded by Commissioner Whitson. The vote to approve was 3-1 with Chairman Riddle, Commissioner Austin, and Commissioner Whitson voting aye and Commissioner Stallings voting no.

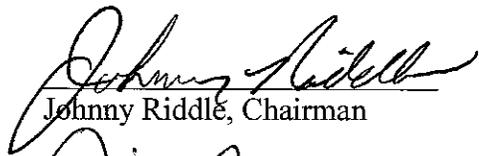
**Commissioner Business**

No commissioner had any news to share this month.

**Adjournment**

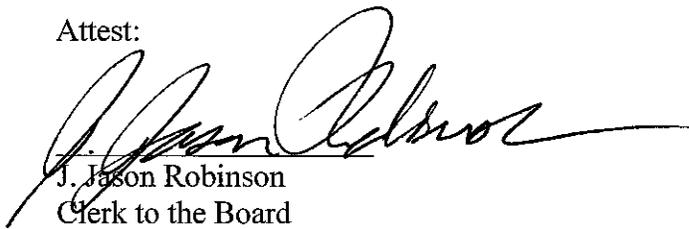
Having no further business Commissioner Whitson made a motion to adjourn and it was seconded by Commissioner Austin. The vote to adjourn was unanimous.

Approved and authenticated on this the \_\_\_\_\_ 13<sup>th</sup> \_\_\_\_\_ day of November 2018.

  
Johnny Riddle, Chairman

  
Jill Austin, Vice-Chairman

Attest:

  
J. Jason Robinson  
Clerk to the Board

  
John Stallings, Commissioner

  
Jeff Whitson, Commissioner

(county seal)





**AGENDA**  
**YANCEY COUNTY BOARD OF COMMISSIONERS**  
**REGULAR BUSINESS MEETING**  
**July 9, 2018**  
**6:00 P.M.**

- I. Call to Order – Chairman Johnny Riddle
- 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 – June 11<sup>th</sup> regular meeting minutes
  - b. Yancey County E-911 Addressing – Addition of Road – Heritage Way
  - c. Tax Collector: 2017-18 Annual Settlement for Unpaid Real and Personal Property Tax; Prior Year Insolvent Taxes; and 2018 Release of Delinquent Vehicle Tax
  - d. June Tax Collection Report – Informational
- VI. TRACTOR – Update on Farm to Fork Dinner – Robin Smith, Executive Director
- VII. County Manager Report – Nathan Bennett, County Manager
  - a. N.C. Forest Service County Contract
  - b. E-911 GIS Service & Support Contract
  - c. Comprehensive Classification and Pay Study
  - d. General Update
- VIII. County Attorney Report – Donny Laws, County Attorney
  - a. Payment In Lieu of Taxes (PILT) – Federal Class Action
- IX. County Commissioners Report
- X. Adjourn

# Attachment B

TO THE COUNTY COMMISSIONERS,

6/04/18

Under the Yancey County Addressing and Road Naming Ordinance. The said land owners have met or exceeded the Yancey County 911 Road Naming requirements for their driveway under Section 2.26 Road Naming Procedures for Private Roads. All the land owners adjacent to the shared driveway that come off of Prices Creek Rd would like to name their driveway HERITAGE WAY.

Sincerely,

Mark Thomas  
Yancey County  
Address Coordinator  
GIS Technician  
110 Town Sq Rm 7  
Burnsville, NC 28714  
828-682-1813  
Mark.Thomas@yanceycountync.gov







# Memorandum

**To:** Yancey County Board of Commissioners  
**From:** Fonda Thomas, Tax Collector  
**Date:** July 02, 2018  
**Re:** 2017-2018 ANNUAL SETTLEMENT FOR UNPAID REAL PROPERTY TAXES BY THE YANCEY COUNTY TAX COLLECTOR

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As required by G.S. 105-373 (list of persons owning real property whose taxes remain unpaid available upon request), I present the Annual Settlement of Tax Collector for unpaid Real Property Taxes for Fiscal Year 2017-2018

<u>Billed</u>	<u>Net Collected</u>	<u>% Collected</u>	<u>% Uncollected</u>
\$12,615,326.06	\$12,408,198.27	98.36%	1.64%

# Memorandum

**To:** Yancey County Board of Commissioners  
**From:** Fonda Thomas, Tax Collector  
**Date:** July 02, 2018  
**Re:** 2017-2018 ANNUAL SETTLEMENT FOR UNPAID PERSONAL  
PROPERTY TAXES BY THE YANCEY COUNTY TAX COLLECTOR

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As required by G.S. 105-373 (list of persons owning personal property whose taxes remain unpaid available upon request), I present the Annual Settlement of Tax Collector for unpaid Personal Property Taxes for Fiscal Year 2017-2018

<u>Billed</u>	<u>Net Collected</u>	<u>% Collected</u>	<u>% Uncollected</u>
\$910,244.23	\$897,990.49	98.65%	1.35%

# Memorandum

**To:** Yancey County Board of Commissioners  
**From:** Fonda Thomas, Tax Collector  
**Date:** July 02, 2018  
**Re:** Prior Years Real Property (2003-2007) Taxes Deemed as Insolvents  
Prior Years Personal Property (2005-2007) Taxes Deemed as Insolvents

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As required by G.S. 105-373(a) (2), I present this listing of prior years taxes deemed insolvent.

<u>CLASSIFICATION OF TAXES</u>	<u>RELEASE AMOUNT</u>
BUSINESS & PERSONAL	\$ 28,277.57
REAL	\$ 29,092.01
<b>TOTAL</b>	<b>\$ 57,369.58</b>

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# Memorandum

**To: Yancey County Board of Commissioners**  
**From: Fonda Thomas, Tax Collector**  
**Date: July 03, 2018**  
**Re: 2018 Release of Delinquent Vehicle Taxes**

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**I would like to request that the vehicle taxes from 2012-2015 be deemed as insolvents and approved for release.**

**While these delinquent taxes do not meet G.S. 105-373(a) (2) as being 10 years delinquent, we have limited collection remedies (since the inception of the new Tag & Tax Together program) at our disposal and this small amount would not be feasible to collect under the remedies available to us. The amount released would be:**

**\$105,913.04**



TOTAL

\$114,237.60

\$1,205.53

\$789.14

\$1,275.65

\$820.41

\$537.81

\$1,315.18

\$1,566.35

\$0.00

\$121,747.67

# Transaction Type Report

06-01-2018 to 06-30-2018

Year	General	Fire	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Total
2013	\$103.14	\$0.00	\$0.00	\$0.00	\$0.00	\$103.14	\$17.71	\$0.00	\$0.00	\$120.85
2014	\$834.64	\$108.84	\$0.00	\$0.00	\$0.00	\$943.48	\$438.01	\$12.00	\$0.00	\$1,393.49
2015	\$2,341.02	\$247.70	\$5.02	\$0.00	\$0.00	\$2,593.74	\$684.34	\$56.83	\$0.00	\$3,334.91
2016	\$9,100.87	\$875.06	\$9.71	\$0.00	\$0.00	\$9,985.64	\$1,992.01	\$195.67	\$0.00	\$12,173.32
2017	\$101,857.93	\$6,278.47	\$306.66	\$0.00	\$0.00	\$108,443.06	\$6,014.17	\$528.00	\$0.00	\$114,985.23
<b>TOTAL</b>	<b>\$114,237.60</b>	<b>\$7,510.07</b>	<b>\$321.39</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$122,069.06</b>	<b>\$9,146.24</b>	<b>\$792.50</b>	<b>\$0.00</b>	<b>\$132,007.80</b>

# Adjustment / Release Report

06-01-2018 to 06-30-2018

Year	General	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Fire	Amount Due	County Net
2016	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$-783.08	\$0.00	\$-783.08	\$-783.08
2017	\$5.88	\$0.00	\$0.00	\$0.00	\$5.88	\$2.63	\$4.00	\$0.00	\$0.49	\$13.00	\$12.51
<b>TOTAL</b>	\$5.88	\$0.00	\$0.00	\$0.00	\$5.88	\$2.63	\$4.00	\$-783.08	\$0.49	\$-770.08	\$-770.57

# Collections Receipts Report

06-01-2018 to 06-30-2018

Total general tax	\$114,237.60
Total fire tax	\$7,510.07
Total penalty	\$321.39
Total Waste Fees	\$0.00
Total Additional Fees	\$0.00
Total principal	\$122,069.06
Total interest	\$9,146.24
Total cost of advertising	\$792.50
Total legal	\$0.00
Total check overpayments	\$0.00
Total Prepaid Payments	\$23,307.36
Total Prepaid Applied	\$0.00
Total misc	\$33,246.10
Grand total receipts	\$155,315.16

# District Payment Report

06-01-2018 to 06-30-2018

Year	District Code	District Name	Amount
2013	003	EGYPT FIRE DISTRICT	\$0.00
2014	001	BURNSVILLE FIRE DISTRICT	\$43.20
2014	002	CANE RIVER FIRE DISTRICT	\$53.14
2014	003	EGYPT FIRE DISTRICT	\$12.50
2014	007	BRUSH CREEK FIRE DISTRICT	\$0.00
2015	001	BURNSVILLE FIRE DISTRICT	\$24.36
2015	002	CANE RIVER FIRE DISTRICT	\$10.78
2015	003	EGYPT FIRE DISTRICT	\$26.34
2015	004	RAMSEY TOWN FIRE DISTRICT	\$11.75
2015	006	JACKS CREEK FIRE DISTRICT	\$73.77
2015	007	BRUSH CREEK FIRE DISTRICT	\$1.98
2015	008	CRABTREE FIRE DISTRICT	\$18.98
2015	009	SOUTH TOE FIRE DISTRICT	\$71.70
2015	011	PRICES CREEK FIRE DISTRICT	\$8.04
2016	001	BURNSVILLE FIRE DISTRICT	\$182.40
2016	002	CANE RIVER FIRE DISTRICT	\$94.78
2016	003	EGYPT FIRE DISTRICT	\$59.27
2016	004	RAMSEY TOWN FIRE DISTRICT	\$19.05
2016	005	GREEN MOUNTAIN FIRE DISTRICT	\$0.00
2016	006	JACKS CREEK FIRE DISTRICT	\$57.16
2016	007	BRUSH CREEK FIRE DISTRICT	\$47.04
2016	008	CRABTREE FIRE DISTRICT	\$211.82
2016	009	SOUTH TOE FIRE DISTRICT	\$183.74
2016	011	PRICES CREEK FIRE DISTRICT	\$19.80
2017	001	BURNSVILLE FIRE DISTRICT	\$955.57
2017	002	CANE RIVER FIRE DISTRICT	\$281.35
2017	003	EGYPT FIRE DISTRICT	\$455.51
2017	004	RAMSEY TOWN FIRE DISTRICT	\$691.23
2017	005	GREEN MOUNTAIN FIRE DISTRICT	\$373.67
2017	006	JACKS CREEK FIRE DISTRICT	\$315.81
2017	007	BRUSH CREEK FIRE DISTRICT	\$488.79
2017	008	CRABTREE FIRE DISTRICT	\$1,084.38
2017	009	SOUTH TOE FIRE DISTRICT	\$1,310.91
2017	010	PENSACOLA FIRE DISTRICT	\$0.00
2017	011	PRICES CREEK FIRE DISTRICT	\$321.25

TOTAL

\$7,510.07

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# Detailed District Payment Report

06-01-2018 to 06-30-2018

Year	District Code	District Name	Taxpayer Name	Address	Amount
TOTAL					\$0.00

# Outstanding Balances Report

As of 06-30-2018

Year	Amount	County	District	Interest	Advertising	Penalties	Waste	Additional Fees
2007	\$12,509.55	\$5,486.28	\$496.52	\$6,100.75	\$70.00	\$356.00	\$0.00	\$0.00
2008	\$14,971.75	\$7,200.16	\$656.64	\$6,895.83	\$72.00	\$147.12	\$0.00	\$0.00
2009	\$13,920.69	\$7,391.97	\$583.19	\$5,857.53	\$88.00	\$0.00	\$0.00	\$0.00
2010	\$19,711.49	\$10,475.32	\$1,083.84	\$8,016.33	\$136.00	\$0.00	\$0.00	\$0.00
2011	\$29,120.09	\$14,433.28	\$1,467.76	\$10,151.38	\$140.00	\$17.85	\$0.00	\$0.00
2012	\$32,678.10	\$16,713.29	\$1,887.03	\$10,451.55	\$176.00	\$285.09	\$0.00	\$0.00
2013	\$27,143.06	\$17,262.24	\$1,623.21	\$7,951.61	\$306.00	\$0.00	\$0.00	\$0.00
2014	\$46,766.71	\$27,821.72	\$2,548.65	\$10,340.78	\$244.00	\$472.84	\$0.00	\$0.00
2015	\$71,663.23	\$47,874.91	\$3,917.87	\$12,335.62	\$366.66	\$304.58	\$0.00	\$0.00
2016	\$143,177.80	\$95,980.24	\$6,660.64	\$15,565.14	\$799.13	\$464.01	\$4.00	\$0.00
2017	\$242,208.60	\$212,181.90	\$16,099.81	\$11,027.86	\$1,828.00	\$1,071.03	\$0.00	\$0.00
<b>Total</b>	<b>\$653,871.07</b>	<b>\$462,821.31</b>	<b>\$37,025.16</b>	<b>\$104,694.38</b>	<b>\$4,225.79</b>	<b>\$3,118.52</b>	<b>\$4.00</b>	<b>\$0.00</b>

**Yancey County Tax Office**  
 County/District Collection Percentage Report  
 As of: 06-30-2018

2017  
 County

<b>Net Levy \$</b>	12,615,326.06	<b>Collections \$</b>	12,403,200.45	<b>Collections %</b>	98.32
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**Districts**

Name	Net Levy \$	Collections \$	Collections %
001 - BURNSVILLE FIRE DISTRICT	190,193.82	187,921.02	98.81
002 - CANE RIVER FIRE DISTRICT	72,008.42	71,225.82	98.92
003 - EGYPT FIRE DISTRICT	74,648.74	73,847.57	98.93
004 - RAMSEYTOWN FIRE DISTRICT	27,029.01	26,499.13	98.04
005 - GREEN MOUNTAIN FIRE DISTRICT	29,164.10	28,034.59	96.13
006 - JACKS CREEK FIRE DISTRICT	64,579.30	63,613.45	98.51
007 - BRUSH CREEK FIRE DISTRICT	39,666.96	38,830.20	97.90
008 - CRABTREE FIRE DISTRICT	146,825.94	143,911.78	98.02
009 - SOUTH TOE FIRE DISTRICT	193,320.85	189,944.81	98.26
010 - PENSACOLA FIRE DISTRICT	105,519.69	103,742.56	98.32
011 - PRICES CREEK FIRE DISTRICT	153,200.31	152,492.19	99.54

**District Totals**

<b>Net Levy \$</b>	1,096,157.14	<b>Collections \$</b>	1,080,063.12	<b>Collections %</b>	98.53
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YANCEY COUNTY TAX ADMINISTRATION

End of Month Breakout

View Posted Payments in Date Range 06/01/2018 to 06/30/2018 for Both

Description	Amount
Vehicle Payments	
County Vehicle Tax Payments 2017	\$4,827.88
County Vehicle Tax Payments 2016	\$90.30
County Vehicle Tax Payments 2015	\$377.35
County Vehicle Tax Payments 2014	
County Vehicle Tax Payments 2013	\$247.28
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	\$262.78
County Vehicle Total Payments	\$5,805.59
Burnsville VFD Vehicle Tax	\$283.55
South Toe VFD Vehicle Tax	\$153.60
Newdale VFD Vehicle Tax	\$49.47
West Yancey VFD Vehicle Tax	\$28.16
Egypt/Ramseytown VFD Vehicle Tax	\$15.13
Clearmont VFD Vehicle Tax	\$59.04
Double Island VFD Vehicle Tax	
Pensacola VFD Vehicle Tax	\$2.74
VFD Vehicle Interest	\$31.36
VFD Vehicle Total Payments	\$623.05
Town of Burnsville Vehicle Tax	\$161.19
Town of Burnsville Vehicle Interest	
Town of Burnsville Vehicle Total Payment	\$161.19
State Vehicle Interest	\$55.12
Vehicle Total Payments	\$6,644.95

07/02/2018

**YANCEY COUNTY TAX ADMINISTRATION**

End of Month Breakout

Outstanding Balances through 06/30/2018

Description	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	Total
Balances												
County Vehicle Tax	\$24,327.77	\$6,217.31	\$2,744.81	\$1,120.99	\$27,288.68	\$29,255.90						\$90,955.46
TOWN OF BURNSVILLE Vehicle Tax	\$745.45	\$36.00	\$12.70		\$2,128.03	\$2,759.16						\$5,681.34
BURNSVILLE FIRE DISTRICT Vehicle Tax	\$801.42	\$128.82	\$39.05	\$7.53	\$550.23	\$693.88						\$2,220.93
CANE RIVER FIRE DISTRICT Vehicle Tax	\$314.43	\$11.76	\$6.36	\$3.69	\$179.07	\$234.47						\$749.78
EGYPT FIRE DISTRICT Vehicle Tax	\$77.83	\$0.40	\$0.97	\$0.46	\$105.02	\$78.47						\$263.15
RAMSEYTOWN FIRE DISTRICT Vehicle Tax	\$5.94	\$3.94	\$4.53	\$0.53	\$110.32	\$98.58						\$223.84
GREEN MOUNTAIN FIRE DISTRICT Vehicle Tax	\$123.59	\$7.81	\$8.77	\$6.67	\$87.13	\$114.13						\$348.10
JACKS CREEK FIRE DISTRICT Vehicle Tax	\$94.06	\$49.35	\$56.16	\$7.31	\$352.73	\$336.19						\$895.80
BRUSH CREEK FIRE DISTRICT Vehicle Tax	\$62.31		\$1.57	\$0.36	\$116.70	\$124.37						\$305.31
CRABTREE FIRE DISTRICT Vehicle Tax	\$273.61	\$39.39	\$58.78	\$68.07	\$770.54	\$880.45						\$2,090.84
SOUTH TOE FIRE DISTRICT Vehicle Tax	\$162.77	\$40.70	\$16.99	\$5.29	\$416.88	\$378.60						\$1,021.23

PENSACOLA FIRE DISTRICT Vehicle Tax						\$483.79
\$156.38	\$77.70	\$49.05	\$1.11	\$89.07	\$110.48	
PRICES CREEK FIRE DISTRICT Vehicle Tax						\$802.25
\$160.89	\$175.71	\$46.31	\$19.40	\$198.47	\$201.47	
County Vehicle Interest						\$27,404.10
\$315.57	\$889.34	\$594.76	\$352.05	\$11,201.23	\$14,051.15	
TOWN OF BURNSVILLE Vehicle Interest						\$2,207.84
\$0.36	\$5.58	\$2.84		\$877.76	\$1,321.30	
BURNSVILLE FIRE DISTRICT Vehicle Interes						\$599.92
\$13.99	\$17.41	\$7.23	\$1.73	\$226.61	\$332.95	
CANE RIVER FIRE DISTRICT Vehicle Interes						\$183.57
\$0.30	\$1.31	\$0.65	\$0.77	\$72.30	\$108.24	
EGYPT FIRE DISTIRCT Vehicle Interest						\$79.70
\$0.01	\$0.01	\$0.02	\$0.01	\$42.28	\$37.37	
RAMSEYTOWN FIRE DISTRICT Vehicle Interes						\$92.80
\$0.02	\$0.38	\$0.87	\$0.01	\$45.27	\$46.25	
GREEN MOUNTAIN FIRE DISTRICT Vehicle Int						\$93.69
\$0.37	\$1.24	\$1.98	\$2.09	\$35.08	\$52.95	
JACKS CREEK FIRE DISTRICT Vehicle Intere						\$336.23
\$3.74	\$7.54	\$11.96	\$2.20	\$145.34	\$165.45	
BRUSH CREEK FIRE DISTRICT Vehicle Intere						\$105.92
		\$0.03		\$47.66	\$58.23	
CRABTREE FIRE DISTRICT Vehicle Interest						\$783.10
\$2.55	\$5.83	\$10.95	\$20.92	\$317.38	\$425.47	
SOUTH TOE FIRE DISTRICT Vehicle Interest						\$360.43
\$1.48	\$4.51	\$2.33	\$0.87	\$169.80	\$181.44	
PENSACOLA FIRE DISTRICT Vehicle Interest						\$110.18
\$1.43	\$10.43	\$10.41	\$0.42	\$35.71	\$51.78	
PRICES CREEK FIRE DISTRICT Vehicle Inter						\$225.13
\$5.69	\$26.28	\$9.88	\$5.75	\$82.53	\$95.00	
DMV Vehicle Interest						\$2,553.05
\$188.94	\$203.76	\$91.28	\$37.24	\$975.20	\$1,056.63	

Totals

\$27,840.90

\$7,962.51

\$3,791.24

\$1,665.47

\$46,667.00

\$53,250.36

\$141,177.48

Billed to Date

% Collected

County Vehicle Tax 2017

\$38,610.53

36.99%

07/02/2018



N.C. Forest Service

2018-2019 County Contracts

**(4) copies -- Please keep 1 copy for the County and then sign and return three (3) copies to:**

N.C. Forest Service  
c/o Trent Duncan, D-1 Assistant District Forester  
220 Sardis Rd.  
Asheville, NC 28806

Once all three (3) copies have been signed by all parties a final copy will be mailed to the County Finance Office.

STATE OF NORTH CAROLINA  
Department of  
Agriculture and Consumer Services

	<u>\$159,199.00</u>
Total Cooperative Appropriation	
State	<u>\$95,519.00</u>
County	<u>\$63,680.00</u>

AGREEMENT FOR THE PROTECTION, DEVELOPMENT AND IMPROVEMENT  
OF FOREST LAND IN YANCEY COUNTY NORTH CAROLINA

THIS AGREEMENT, made under authority of "An act to authorize Counties to cooperate with State in Forest Protection, Reforestation and promotion of Forest Management," Article 75 of Chapter 106, G.S. 106-895 through G.S. 106-910, by Session Laws 2011-145, s. 13.25(p), effective July 1, 2011, and also under authority of the North Carolina Department of Agriculture and Consumer Services (hereinafter Called the Department), party of the first part, and the Board of Commissioners of Yancey County in the State of North Carolina (hereinafter called the Board), party of the second part, witnesseth:

That WHEREAS the said Board, recognizing the need for active forest protection, development, reforestation, management and improvement in Yancey County, has accepted the offer of the Department for cooperation in accomplishing this object:

Now THEREFORE, in consideration of the mutual covenants hereinafter set forth, the said parties contract and agree to maintain a legally appointed and equipped Forest Ranger organization in said county at the joint cost of the State and County, insofar as the joint funds will permit, as follows:

Part I. THE DEPARTMENT AGREES:

1. To select, employ and appoint, after consultation with the Board, a County Forester or County Forest Ranger for the purposes of controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland and field fires; for enforcing State forest fire laws; for taking such preventative measures, educational and otherwise, as shall seem necessary to prevent forest fires; for developing and improving the forests through reforestation promotion and practice of Forest Management practices; and for protection from insects and diseases.

2. To furnish to each Forester or Forest Ranger so employed a badge of office, stationery and report forms, instructional posters for use in the County, leaflets for distributing to landowners and others; to purchase necessary equipment, communication systems, and other Forestry improvements deemed necessary insofar as the joint funds will permit.

3. To pay the Forester or Forest Ranger for all official services rendered, at a fair rate of pay. Rates of pay are to be established by the Department in accord with existing State salary schedules.

4. To direct supervise, instruct, and inspect, through its agents, the work and conduct of the Forester or Forest Ranger, to discipline and, when necessary, discharge such Forester or Forest Ranger.

5. To submit to the Board of Commissioners monthly (or at other mutually satisfactory intervals) an itemized statement of all monies to be paid by the County and those paid by the Department for proper conduct of the work within said County.

6. To make available annually from State, Federal, and other funds allotted to it, the sum of **ninty-five thousand, five hundred nineteen dollars (\$95,519.00)** as its share of an annual budget of **\$159,199.00** for carrying the work in said County.

Part II. THE BOARD AGREES:

1. To pay to the Department **40%** of the total cost of the Forester or Forest Ranger salaries and expenses and of other proper expenditures made in connection with the over-all Forestry program in said County, upon receipt and consequent approval of the periodic statements submitted by the Department.

2. To appropriate annually the sum of **sixty-three thousand, six hundred eighty dollars (\$63,680.00)** which sum shall be available for expenditure under the terms of this Agreement, and shall represent the County's share of the annual budget.

Part III. IT IS EXPRESSLY AGREED AND UNDERSTOOD BY BOTH PARTIES:

1. That this Agreement becomes effective **July 1, 2018**

2. That the annual appropriations as set forth above may be revised by mutual agreement between the Department and the Board, based on the amount of annual appropriation desirable for the proper conduct of the Forestry work, such revision to become effective at the beginning of a given Fiscal Year. Any unused balance of County funds remaining at the end of a Fiscal Year shall revert to said County unless otherwise mutually agreed upon by both parties.

3. That the Board reimburse the Department as provided in Part II, Item 1, by forwarding a county voucher drawn in favor of the Department for the amount of the County's share of expenditures as set forth in the Department's periodic statement to the Board. That such payments be made by the Board within thirty days following receipt of the Department's billing.

4. That title to all improvements and equipment purchased and/or constructed in connection with this agreement will rest with the Department; such materials or their equivalent will remain in the County as long as this agreement is in effect, or as long as they are needed by the Department for the proper conduct of the work therein.

5. That the Forester or Forest Ranger periodically or at the request of the Board, shall present to the Board statements of the work being done within the County, so that said Board may be fully informed at the times regarding the Forestry finances and activities within the County.

IN WITNESS WHEREOF, the said parties do hereunto affix their names and seals upon the date herein below specified.

For the Board of County Commissioners of

Date 7/9/18

Johnny Adella Chairman

Provisions for the payment of the monies to fall due under this Agreement have been made by appropriation duly made or by bonds or notes duly authorized, as required by the "County Fiscal Control Act."

Date 7/5/18

Brandi Paulson County Finance Officer

For the North Carolina Department of Agriculture and Consumer Services

Date \_\_\_\_\_

\_\_\_\_\_  
Signature  
N. David Smith, Chief Deputy Commissioner

*Attachment F*

**A CONTRACT FOR:**

**THE PROVISION OF E-9-1-1 GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES &  
SUPPORT FOR YANCEY COUNTY**

**PREPARED FOR:**

**NATHAN BENNETT  
YANCEY COUNTY MANAGER  
&  
MARK THOMAS  
YANCEY COUNTY ADDRESS COORDINATOR & GIS TECHNICIAN**

**PREPARED BY:  
THE HIGH COUNTRY COUNCIL OF GOVERNMENTS  
468 NEW MARKET BLVD.  
BOONE, NC 28607**

**JUNE 19, 2018**

**AGREEMENT BETWEEN  
THE HIGH COUNTRY COUNCIL OF GOVERNMENTS AND  
YANCEY COUNTY FOR THE PROVISION OF E-9-1-1 GEOGRAPHIC INFORMATION  
SYSTEM (GIS) SERVICES & SUPPORT FOR YANCEY COUNTY**

This **AGREEMENT**, entered into on the 1st day of July, 2018, by and between the High Country Council of Governments (hereinafter referred to as the "Planning Agency") and Yancey County (hereinafter referred to as the "Local Government"); WITNESSETH THAT:

**WHEREAS**, the Planning Agency is empowered to provide technical assistance by the North Carolina General Statutes. Technical assistance shall consist of the provision of GIS Services described below; and

**WHEREAS**, the Local Government has requested the Planning Agency to provide such technical assistance to the Local Government; and

**WHEREAS**, the Planning Agency desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner.

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

1. **Scope of Services**, The Planning Agency will provide GIS services in support of maintaining and advancing the Local Government's E-9-1-1 GIS geodatabase including, but not limited to:
  - a) Training in ArcGIS for Desktop software.
  - b) Training in ArcGIS Online and/or Pathfinder Office (dependent upon software/hardware purchased by the Local Government for E-9-1-1 field data collection).
  - c) Providing screen share sessions to trouble-shoot in ESRI ArcGIS for Desktop.
  - d) Provide information and training for field data collection of roads and addresses; assist with establishing a workflow for field data collection to geodatabase.
  - e) General GIS support for the maintenance and advancement of the Local Government's E-9-1-1 data for emergency dispatching and response.
2. **Personnel**. That during the period of this Contract, the Planning Agency will furnish the necessary trained personnel to the Local Government to perform work described above. Jessica B. Welborn, GISP, GIS Planner, will be the Planning Agency staff assigned to the project. Mark Thomas, Local Government Address Coordinator & GIS Technician, will be the Local Government point of contact.
3. **Compensation**. The Local Government will compensate the Planning Agency at an actual hourly rate of \$60/hour. The Planning Agency will invoice the Local Government at the end

of each quarter for services rendered. The Planning Agency will supply a Project Tracker to the Local Government with each Invoice.

4. **Deliverables.** ArcGIS E-9-1-1 services and support for the Local Government Addressing Coordinator & GIS Technician. The Planning Agency will deliver a Project Tracker specifying dates, duration and a brief description of support services completed for purposes of E-9-1-1 billing at the end of each quarter.
5. **Termination/Modifications.** The Local Government may terminate this contract by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal, either party may do so with written approval of the other.
6. **Time of Performance.** The Planning Agency shall ensure that all services required herein shall be provided beginning July 1, 2018 through June 30, 2019.
7. **Interest of Members, Officers, or employees of the Planning Agency, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with the respect to the program during his/her tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this AGREEMENT. Immediate family members of the said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
8. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, section 109.
9. **Age Discrimination Act of 1975, as amended.** No qualified person shall, on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to the discrimination under any program or activity which receives or benefits from federal financial assistance.
10. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified handicapped person shall, on the basis handicap be excluded from participation in, be denied the benefits of, or

otherwise be subjected to the discrimination under any program or activity which receives or benefits from federal financial assistance.

**IN WITNESS WHEREOF**, the Planning Agency and the Local Government have executed this **AGREEMENT** as of the date first above written.

**LOCAL GOVERNMENT:  
YANCEY COUNTY**

**PLANNING AGENCY:  
HIGH COUNTRY COUNCIL OF  
GOVERNMENTS**

By:  County Manager      By:  Executive Director

Attest:       Attest:  Jessica Welborn

**COUNTERPARTS:**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

This instrument has been preaudited in the manner required by the local government budget and fiscal control act.

High Country Council of Governments Finance: 