

**Minutes of the January 14, 2019  
Regular Meeting of the Yancey County Board of Commissioners  
Held at 6:00 pm in the Yancey County Courtroom  
Yancey County Courthouse, Burnsville, North Carolina**

Present at the meeting held January 14, 2019 were Chairman Jeff Whitson, Commissioner Mark Ledford, Commissioner Jill Austin, Commissioner David Grindstaff, Commissioner Johnny Riddle, County Manager Lynn Austin, County Finance Officer Brandi Burleson, Special Projects Coordinator Nathan Bennett, Planning and Economic Development Director Jamie McMahan, County Attorney Donny Laws, County Finance Director Lynne Hensley, Board Clerk Sonya Morgan, members of the media, and members of the general public.

**Call to Order**

Chairman Whitson called the meeting to order and welcomed those in attendance.

**Invocation and Pledge of Allegiance to the Flag**

Commissioner Grindstaff delivered the invocation. Commissioner Austin led in the Pledge of Allegiance to the Flag.

**Approval of the Agenda**

Chairman Whitson asked for a motion to approve the agenda. Commissioner Riddle made a motion to approve the agenda, which was seconded by Commissioner Ledford. By unanimous vote, the agenda was approved. (Attachment A)

**Consent Agenda**

Chairman Whitson opened the floor for a motion to approve the consent agenda, which included:

- the minutes of the Regular Meeting of the Board held December 10, 2018;
- the Amendment to Contract to Audit Accounts changing the original due date from 10/31/18 to 12/20/18 (Attachment B);
- the reappointment of Ms. Millie Randolph to the Yancey County Joint Community Advisory Committee as requested by letter (Attachment C);
- the reappointment of Mr. Warren Bare as a member at-large to the Yancey County Economic Development Board of Directors as requested by letter (Attachment D);
- the approval of a refund of property tax overpayment (Attachment E);
- the letter sent from the Board to Joel Stein, Attorney General in support of public hearings regarding the Mission/HCA deal for informational purposes (Attachment F);
- the December 2018 Tax Collection Report for informational purposes (Attachment G); and,
- the construction packet for Building Inspections for informational purposes (Attachment H).

Commissioner Grindstaff made a motion to approve the agenda, which was seconded by Commissioner Riddle. By unanimous vote, the consent agenda was approved.

**Yancey County Schools Resolution**

Next on the agenda was the Yancey County Schools Resolution (Attachment I). Chairman Whitson recognized Yancey County School (YCS) Board Chair, Angie Weatherman. Ms. Weatherman addressed the Board and requested that the Commissioners pass a resolution in support of local calendar flexibility. Ms. Weatherman stated several benefits of the school systems having local control of the school calendar including balancing interests, academic flexibility, consideration of local weather issues, and family interests. Ms. Weatherman indicated that the request was

being made at the recommendation of the NC School Board Association. Ms. Weatherman also stated that the School Board was not asking the Board to take an active role in the making of a calendar, but wanted the Board to pass a resolution in support of the local school board having control over their calendar. Commissioner Riddle asked if the vote for the resolution passed by the school board was unanimous. Ms. Weatherman indicated that one school board member voted against the resolution. Commissioner Ledford asked if this was being pushed in other counties and Mr. Weatherman indicated that it was. Chairman Riddle then made a motion for the Board to pass the RESOLUTION Supporting Local Control of School Calendars (Attachment J), which was seconded by Chairman Grindstaff. By unanimous vote, the motion was carried and approved.

### **Audit Report**

Chairman Whitson then recognized Travis Kever with Gould-Killian, PA who presented the 2018 Annual Financial Report. Mr. Kever reported that there are four audit reports covered in the financial statements, with Medicaid being the largest federal program. Two significant deficiencies in internal controls in the Medicaid program and Day Sheets were noted which have already been corrected. A general fund summary including a review of expenditure, revenues, and the general fund balance was presented. Mr. Kever reported that fund balance is 22.2%, which an increase of \$1.2 million from the previous year, shows an upward trend over the past 3 years, and is close when compared to the county's peers. He reported that counties are required to maintain a fund balance of 8%, which is a month's worth of expenditures. A copy of the presentation is included in these minutes (Attachment K). Mr. Kever reported to the Board that LGC approval of the audit had just been received and bound copies of the final report are forthcoming.

### **WAMY Community Action, Inc. - Community Service Block Grant Application**

Next on the agenda was the WAMY Community Service Block Grant application (Attachment L). WAMY is required to provide a copy of the grant application to each Commissioner and the County Manager for a 30-day review and comment period prior to submission. No vote or approval is required.

### **Special Projects Coordinator Report**

Chairman then recognized Special Projects Coordinator Nathan Bennett. Mr. Bennett presented the following:

- Partners for Fish and Wildlife Program Landowner Agreement (Attachment M) – Mr. Bennett presented this access agreement with Blue Ridge Resource and Conservation Development Council (BRRCD) and the US Fish and Wildlife Service (USFWS) for the Ray Cort Park project. He reported contractors cannot enter land without the agreement. The agreement involves stream work only. Mr. Bennett reported that counsel had reviewed the agreement. The agreement covers just access to Yancey County property. Mr. Bennett asked that Board entertain motion to allow the county to sign the agreement. Commissioner Riddle made a motion to approve the agreement, which was seconded by Commissioner Grindstaff. By unanimous vote, the motion was approved.
- Cane River School Road Easement Acquisition Project Proposal (Attachment N) – Mr. Bennett presented a proposal from WithersRavenel for work to be provided for the new elementary school. Contractor services would be used to guide the county through the easement acquisition process. Mr. Bennett reported that 5 properties would be impacted. Mr. Donny Laws reported that the work was reimbursable. Mr. Jamie McMahan reported that the dollar values in the agreements would be determined using a DOT formula. Mr. Laws recommend that the Board authorize County Manager Austin or Jamie McMahan to sign the agreement subject to the form made by the county attorney. A motion was made by Johnny Riddle to allow Ms. Austin or Mr. McMahan to sign the agreement as recommended by Mr. Laws.

Commissioner Austin seconded the motion. By unanimous vote, the motion was carried and approved.

- Cane River Park Engineering Proposal (Attachment O) – Mr. Bennett reported in two recent conversations with FEMA, the agency has indicated that they to see a proposal with two estimates: to repair the berm to pre-flood construction and to provide a more hardened engineering solution. Mr. Bennett asked the Board to authorize the county to sign the agreement up to \$10,000 to prepare the scope of work for the two estimates for the repair. The engineering would go out for bid. Commissioner Grindstaff commented that he had reviewed the Anchor QEA proposal and expressed concerns at the potential expense of \$73,000. Mr. Bennett clarified that he is requesting that the Board authorize the county to sign the agreement up to \$10,000 to prepare a scope of work for the two estimates as requested by FEMA. Commissioner Austin made a motion authorizing the county to prepare the scope of work up to \$10,000, which was seconded by Commissioner Riddle. By unanimous vote, the motion was carried and approved.
- NC Dept. of Commerce Fiscal Agent Agreement, Appalachian Regional Commission Grant Program (Attachment P) – Mr. Bennett presented the aforementioned fiscal agent agreement for the East Yancey water and sewer line project. Mr. Bennett recommended that the Board approve the agreement from the NC Department of Commerce allowing the county to act as the fiscal agent for the grant. Commissioner Ledford made a motion that the Board authorize the county to act as the fiscal agent for the grant. Commissioner Austin seconded the motion. By unanimous vote, the motion was carried and approved.

### **County Manager Report**

County Manager Austin began her report with a discussion on the purchasing of the easements for the turn lane for the new elementary school. Ms. Austin asked the Board grant her authorization to contact the people who own the affected properties and to negotiate and sign agreements to purchase easements. Commissioner Grindstaff made motion, which was seconded by Jill Austin. By unanimous vote the motion was carried and approved. Ms. Austin then called the Board's attention to the construction packet for Building Inspections presented in the consent agenda. Ms. Austin indicated that the packet was collaboration with Building, Mapping, Taxes, and Environmental Health to provide one packet for new construction or add-on construction. Ms. Austin indicated that there were a few more additions that would be made and that the packet would be available on the county website. She indicated that the county would be working with Travis Rhymer, County IT Director, to convert the forms to online, fillable forms. Ms. Austin reported that she had been visiting with, and would continue to visit with department heads to discuss where the county could make improvements, cut costs, and make services better. Ms. Austin reported that she intends to work with each department to develop a five-year plan, help to set goals and attain those goals, and would like to assist in defining success in each department. Ms. Austin reported that there were currently 4 job positions available in the county, with job postings closing Friday (January 18, 2019) at 5:00 pm.

### **County Attorney Report**

County Attorney Donny Laws indicated that he did not have any liabilities or issues to report this month.

### **County Commissioners Report**

Commissioner Grindstaff reported that he had spoke with Mitchell County Commissioner Vern Grindstaff regarding a resolution passed by their county to stop the use of brine solution that is causing damage to vehicles. Commissioner Grindstaff has requested a copy of the resolution, which Mitchell County provided to DOT and got the

use of the brine solution stopped. County Manager Lynn Austin indicated that she would get with DOT to discuss a plan.

Commissioner Riddle reported that at a recent Rural Transportation Advisory Committee meeting it was reported that the state is only paying for trashed to be cleaned up along Highway 19. Commissioner Riddle reported that the Adopt-A-Highway is still on-going. Individuals can adopt a one-mile section of a road and cleanup on both sides. He indicated that a sign could be put up in someone's memory. After the trash has been cleaned up, the local DOT will pick up the trash. Commissioner Riddle shared this information for anyone looking for a service project.

Commissioner Grindstaff then raised the issue of the Burnsville Chamber of Commerce's use of the 3% room tax. Commissioner Grindstaff referenced HB 305 reporting the Board of Commissioners was required to remit the tax to the Travel and Tourism Committee, which does not currently exist, and that the money could not be used for salaries or advertisement. Commissioner Grindstaff stated that the Commissioners could request a detail of expenditures. County Finance Officer Brandi Burleson reported that the Chamber has been receiving \$93,000 per year and that Ginger Johnson, Chamber Director had been asked to attend and report to the Board at the February 2019 Regular Meeting.

### Public Comments

Mr. Tom Robinson addressed the Board and encouraged them to take back power from the courts.

### Adjournment

Having no further business, Commissioner Ledford made a motion to adjourn, with Commissioner Riddle seconding the motion. The Board of Commissioners voted unanimously to adjourn.

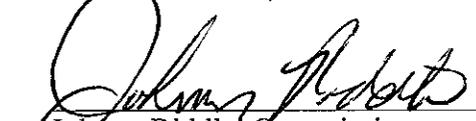
Approved and authenticated this the \_\_\_\_\_ 11th \_\_\_\_\_ day of February 2019.

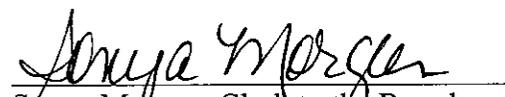
  
Jeff Watson, Chairman

  
Mark Ledford, Vice Chairman

  
Jill Austin, Commissioner

  
David Grindstaff, Commissioner

  
Johnny Riddle, Commissioner

  
Sonya Morgan, Clerk to the Board





Attachment A

**AGENDA  
YANCEY COUNTY BOARD OF COMMISSIONERS  
REGULAR BUSINESS MEETING  
January 14, 2019  
6:00 PM**

- I. Call to Order – Chairman Jeff Whitson**
- II. Invocation and Pledge of Allegiance to the Flag**
- III. Approval of the Agenda**
- IV. Consent Agenda**
  - a. Approval of minutes for Regular Meeting December 10, 2018**
  - b. Amendment to Contract to Audit Accounts**
  - c. Approval to reappoint Ms. Millie Randolph to the Yancey County Joint Community Advisory Committee – request by letter**
  - d. Approval to reappoint Mr. Warren Bare as a member at-large to the Yancey County Economic Development Board of Directors – request by letter**
  - e. Approval of Refund of Property Tax Overpayment**
  - f. Letter sent from the Board to Joel Stein, Attorney General - Informational**
  - g. December Tax Collection Reports – Informational**
  - h. Construction Packet for Building Inspections - Informational**
- V. Yancey County Schools Resolution – Angie Weatherman**
- VI. Single County Audit Report – Travis Kever, Gould-Killian, PA**
- VII. WAMY Community Action, Inc. - Community Service Block Grant Application**
- VIII. Special Project Coordinator Report – Nathan Bennett**
  - a. Partners for Fish and Wildlife Program Landowner Agreement**
  - b. Cane River School Road Easement Acquisition Project Proposal**
  - c. Cane River Park Engineering Proposal**
  - d. NC Dept. of Commerce Fiscal Agent Agreement, Appalachian Regional Commission Grant Program**
- IX. County Manager’s Report – Lynn Austin**
- X. County Attorney’s Report – Donny Laws**
- XI. County Commissioners’ Report**
- XII. Public Comments**
- XIII. Adjourn**

Whereas	Primary Government Unit Yancey County, North Carolina
and	Discretely Presented Component Unit (DPCU) (if applicable)
and	Auditor Gould Killian CPA Group, PA

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for	Fiscal Year Ending 06/30/18	and originally due on	Audit Report Due Date 10/31/18
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hereby agree that it is now necessary that the contract be modified as follows.

<input checked="" type="checkbox"/> Modification to due date:  <input type="checkbox"/> Modification to fee:	Original due date 10/31/18	Modified due date 12/20/18
	Original fee	Modified fee

**EXPLANATION OF MODIFIED CONTRACT TERMS**

*Please provide an explanation for the modification of terms. If the amendment is submitted to extend the due date, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years.*

In future years, the unit and auditor will be diligent to follow up with actuaries responsible for providing OPEB reporting requirements.

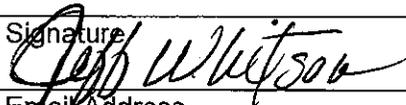
By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.

SIGNATURE PAGE

AUDIT FIRM

Audit Firm Gould Killian CPA Group, PA	
Authorized Firm Representative (typed or printed) Daniel R. Mullinix	Signature 
Date 12/18/18	Email Address dmullinix@gk-cpa.com

GOVERNMENTAL UNIT

Governmental Unit Yancey County, North Carolina	
Date Primary Government Unit Governing Board Approved Audit Contract (Ref. G.S. 159-34(a) or G.S. 115C-447(a))	
Mayor/Chairperson (typed or printed) Jeff Whitson	Signature 
Date	Email Address jeff.whitson@yanceycountync.gov

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

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

**\*ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT\***

*(Pre-audit certificate not required for charter schools or hospitals)*

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

Primary Governmental Unit Finance Officer Brandi Burleson	Signature 
Date of Pre-Audit Certificate	Email Address brandi.burleson@yanceycountync.gov

**SIGNATURE PAGE – DPCU  
(complete only if applicable)**

**DISCRETELY PRESENTED COMPONENT UNIT**

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

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

**DPCU – PRE-AUDIT CERTIFICATE**

**\*ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT\***

*(Pre-audit certificate not required for charter schools or hospitals)*

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

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

Brenda Lyerly  
Chair of the Board

Johnny Riddle  
Vice.Chair

468 New Market Blvd.  
Boone, NC 28607

[www.regiond.org](http://www.regiond.org)



Attachment C

Chris Jones  
Secretary

Valerie Jaynes  
Treasurer

Voice: 800-735-8262

Phone: 828-265-5434  
Fax: 828-265-5439

December 12, 2018

Jason Robinson  
Clerk to the Board  
110 Town Square  
Room 10  
Burnsville, NC 28714

Dear Mr. Robinson:

The term of appointment of Ms. Millie Randolph to the Yancey County Joint Community Advisory Committee will expire February 10, 2019. She has indicated her desire to be reappointed for an additional three-year term.

Please submit Ms. Randolph's name to the Commissioners for their consideration and let me know their decision at your earliest convenience. The request for renomination is attached.

Sincerely,

Stevie John  
Regional Long Term Care Ombudsman

Enclosure  
Renomination form

# RENOMINATION FORM

## LONG TERM CARE COMMUNITY ADVISORY COMMITTEE

### Nominee Background Information

Name Millie Randolph

Home Address 161 Hunters Ridge Rd Phone(H) 828-682-6368  
Burnsville NC 28714 Zip Code 28714

Business Address \_\_\_\_\_ Phone (W) \_\_\_\_\_  
\_\_\_\_\_ Zip Code \_\_\_\_\_

Email Address \_\_\_\_\_

Occupation Retired part time Crazy Daisy

Number of hours available per month for this position 8hrs

Education 2 years college

Business and civic experience and skills 18 years on the committee  
18 years at adult Day Care in Burnsville

Areas of expertise and interest/skills 18 years working with  
elderly

THE FOLLOWING PERSONS ARE EXCLUDED BY LEGISLATION FROM SERVING ON THE COMMITTEE:

1. Persons or immediate family member of persons with a financial interest in a home served by a committee.
2. An employee or governing board member or immediate family member of an employee or governing board member of a home served by a committee. (A person paid by a home as a consultant is considered an employee).
3. The immediate family member of a patient in a home served by a committee. An "immediate family member" is defined as mother, father, sister, brother, spouse, child, grandmother, grandfather, and in-laws for the above.

I CERTIFY THAT NONE OF THE EXCLUSIONS LISTED ABOVE APPLY TO ME. I UNDERSTAND THAT I MUST NOTIFY THE OMBUDSMAN IMMEDIATELY IF MY SITUATION CHANGES WITH RESPECT TO THE ABOVE EXCLUSIONS.

Millie Randolph Date 12-6-2018  
Signature of Applicant

Nomination form submitted by [Signature] Name \_\_\_\_\_



YANCEY COUNTY  
ECONOMIC DEVELOPMENT COMMISSION

Jamie L. McMahan  
Planning & Economic Development Director  
NCEDA, AICP, NREDA, SEDC

17 December 2018

Mrs. Lynn Austin  
Yancey County Manager  
110 Town Square, Room 11  
Burnsville, NC 28714

RE: Yancey County Board of Commissioners Appointment to Yancey County Economic  
Development Commission Board of Directors

Dear Lynn

Regarding the matter referenced above I am writing this letter at the direction of the membership of the Yancey County Economic Development Commission Board of Directors regarding the 2018 seat due for appointment by the Yancey County Board of County Commissioners to the EDC Board.

In addition to the seat on the EDC Board held by a Yancey County Commissioner each year the Board of Commissioners is entitled to appoint one of the two seats up for appointment for a three year term to begin in that calendar year. This year that seat is one of the seats assigned to a member at-large, presently held by Mr. Warren Bare.

Mr. Bare is a very active member of the community having retired here several years ago with his wife Larissa and their children. Mr. Bare made his career in the technology industry and as a venture capitalist and since his retirement to Yancey County has been a very active member in civic life in the community, participating in and giving generously to many philanthropic organizations and non-profits in the community. Mr. Bare's business acumen has been a great asset to our EDC Board. At present he also serves as the EDC Board Vice-Chair. Mr. Bare's original appointment to the EDC Board was in 2015.

Mr. Bare is eligible for reappointment to another three year term should the Yancey County Board of Commissioners consent to his reappointment and desires to continue to serve as a member of the board. His fellow board members have unanimously requested that I write to you and respectfully request that the Board of Commissioners consider his reappointment to the Yancey EDC Board for another three year term to commence this year and to continue through 2021.

113 Green Mountain Drive, P.O. Box 246, Burnsville, NC 28714  
(828) 682-7722

Jamie.McMahan@yanceycountync.gov

As such, we would respectfully request that you place this item on the agenda for the January 2019 regular business meeting of the Yancey County Board of Commissioners so that the Commissioners can consider their appointment to fill this seat.

Should you have any questions at all please let me know and I will be happy to answer them. Additionally I do plan to attend the January 2019 business meeting and will be happy to answer any questions that the Commissioners may have regarding this appointment at that time.

As always, thanks for your time and kind attention.

Sincerely,  
  
Jamie L. McMahan, Director

/jlm

cc: Mr. John Ray, EDC Board Chair  
Yancey EDC Board Members



**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](mailto:danny.mcintosh@yanceycountync.gov)

Regular Meeting of the Board of Commissioners January 14 2019

Refund request:

SMITH, JAMES E & PATRICIA A

PIN: 075401170407000 (1203 BIG RIDGE RD) Property owner found that the property had been assessed with a full finished basement. Records indicate that this condition has existed since the house was built. The property record was corrected for the 2018 tax year. The result of the overstatement of value for the past five years is as follows:

2014 Excess tax collected \$629.11

2015 Excess tax collected \$629.11

2016 Excess tax collected: \$628.43

2017 Excess tax collected: \$628.43

2018 Excess tax collected: \$-0-

Total excess tax collected during the past five years: \$2515.08

Property owner did request in writing that the excess tax paid be refunded.

Assessor's opinion: Pursuant to North Carolina General Statute 105-381 refund is indicated and recommended in the amount of \$2515.08.

December 4, 2018

Mr. Danny McIntosh, Tax Administrator/Assessor

Yancey County Tax Office

110 Town Square, Room 2

Burnsville, NC 28714

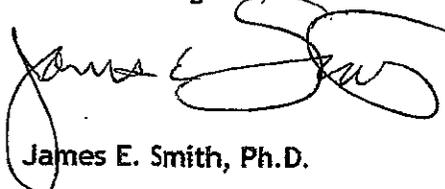
RE: Request for Refund of Property Tax Overpayment from 1995 to 2018 on Parcel  
75401170407000

Mr. McIntosh

Thank you for your assistance this year in removing the erroneous assessment of a 1,200 square foot basement in our house at 1203 Big Ridge Road. We were unaware of this erroneous assessment until June Jerome showed it to us after we listed our house with her in July of 2017. It is clear that a clerical error must have been made in the resulting tax assessment of this property. Patti and I have faithfully paid these taxes without knowledge of the error from 1990 thru 2017. This amounted to \$394 to \$628 in over payment per year during these 22 years. I understand that a statute exists that limits claims for back taxes to 5 years. I have a brother who is an attorney and understand that their role is to advise the Commission on legal responsibility. I would hope that the Commission views this statute not only from the legal statute but also from the effects of this error on law abiding Yancey County property owners.

I would be appreciative if you would submit our request to the Yancey County Board of Commissioners. I would hope that they are able to refund our overpayment for the full 22 years even though they have a statute that could be used that would limit this.

With Best Regards,



James E. Smith, Ph.D.

821 Arbor Oaks Drive

Winston Salem, North Carolina

27104-1438 Telephone 336 768 1144

COUNTY MANAGER  
Lynn Austin



Attachment F

COMMISSIONERS  
Jill Austin  
David Grindstaff  
Mark Ledford  
Johnny Riddle  
Jeff Whitson

## YANCEY COUNTY

110 Town Square, Room 11 • Burnsville, North Carolina 28714  
PHONE: (828) 682-3971 • FAX: (828) 682-4301

December 14, 2018

Dear General Stein,

We are delighted to hear that you and your staff are working toward having public hearings in Western North Carolina on the Mission/HCA deal early in the coming year. As a group, we stand ready to do all we can to facilitate a series of hearings in each of the five communities where the rural hospitals are located. Although, we all share in some common concerns, each community also has issues that are unique to that area. For that reason, we urge you to visit and hear from your constituents in each community individually.

We write in addition to express our strong opinion that these hearings are a vital part of the fact-finding process that must precede the 30-(or 60-) day review period specified by law. No less than the information your office is gathering from the parties, the perspectives of the people whose lives will be deeply affected by the sale are crucial to the exercise of your duty in this matter. Therefore, the Yancey County Board of Commissioners would like to request that a formal review should not take place until the hearings are completed.

Thanks you again for the diligence and care you are giving to this process.

Sincerely,

Jeff Whitson

Chairman

Yancey County Board of Commissioners

**Yancey County Tax Office**  
 County/District Collection Percentage Report  
 As of: 01-02-2019

Run Date: 01-02-2019

2018  
 County

**Net Levy \$** 12,654,320.20  
**Collections \$** 10,465,594.66  
**Collections %** 82.71

**Districts**

Name	Net Levy \$	Collections \$	Collections %
001 - BURNSVILLE FIRE DISTRICT	193,879.64	166,667.52	85.97
002 - CANE RIVER FIRE DISTRICT	74,149.32	61,924.07	83.52
003 - EGYPT FIRE DISTRICT	78,040.04	65,895.70	84.44
004 - RAMSEYTOWN FIRE DISTRICT	24,452.74	18,905.34	77.32
005 - GREEN MOUNTAIN FIRE DISTRICT	27,299.29	21,423.38	78.48
006 - JACKS CREEK FIRE DISTRICT	66,587.22	56,189.65	84.39
007 - BRUSH CREEK FIRE DISTRICT	39,147.12	33,139.59	84.66
008 - CRABTREE FIRE DISTRICT	174,323.39	135,615.36	77.80
009 - SOUTH TOE FIRE DISTRICT	193,284.31	159,359.85	82.45
010 - PENSACOLA FIRE DISTRICT	95,936.61	83,664.51	87.21
011 - PRICES CREEK FIRE DISTRICT	153,907.73	130,229.57	84.62

**District Totals**

**Net Levy \$** 1,121,007.41  
**Collections \$** 933,014.54  
**Collections %** 83.23

Attachment G

# Posting Report

12-01-2018 to 12-31-2018

01-02-2019  
8:52 AM

## I. Tax Collections + Releases

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
2011	\$125.22	\$49.80	\$0.00	\$0.00	\$56.65	\$0.00	\$0.00	\$0.00	\$0.00	\$231.67
2013	\$193.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.16	\$0.00	\$0.00	\$216.16
2014	\$12.76	\$0.00	\$0.00	\$0.00	\$37.67	\$0.00	\$0.00	\$0.00	\$0.00	\$50.43
2015	\$351.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.16	\$0.00	\$0.00	\$374.99
2016	\$992.03	\$0.00	\$0.00	\$0.00	\$0.00	\$60.89	\$28.44	\$0.00	\$0.00	\$1,081.36
2017	\$3,300.67	\$21.60	\$0.00	\$0.00	\$0.00	\$132.27	\$79.90	\$23.34	\$0.00	\$3,557.78
2018	\$1,624,314.58	\$37,589.65	\$25,609.95	\$12,429.18	\$9,694.81	\$3,586.07	\$19,736.30	\$19,996.75	\$18,569.36	\$1,771,526.65
<b>TOTAL</b>	<b>\$1,629,290.09</b>	<b>\$37,661.05</b>	<b>\$25,609.95</b>	<b>\$12,429.18</b>	<b>\$9,789.13</b>	<b>\$3,779.23</b>	<b>\$19,890.96</b>	<b>\$20,020.09</b>	<b>\$18,569.36</b>	<b>\$1,777,039.04</b>

## II. Releases

	Current Year	Prior Year	TOTAL
General Fund	\$139.73	\$0.00	\$139.73
Burnsville	\$0.00	\$0.00	\$0.00
West Yancey	\$6.82	\$0.00	\$6.82
Egypt/Ramseytown	\$0.00	\$0.00	\$0.00
Clearmont	\$3.12	\$0.00	\$3.12
Double Island	\$0.00	\$0.00	\$0.00
Newdale	\$0.00	\$0.00	\$0.00
South Toe	\$0.00	\$0.00	\$0.00
Pensacola	\$0.00	\$0.00	\$0.00

TOTAL

\$149.67

\$0.00

\$149.67

### III. Net Tax Collections

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
	\$1,629,150.36	\$37,661.05	\$25,603.13	\$12,429.18	\$9,786.01	\$3,779.23	\$19,890.96	\$20,020.09	\$18,569.36	\$1,776,889.37

# Transaction Type Report

12-01-2018 to 12-31-2018

Year	General	Fire	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Total
2010	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$259.72	\$0.00	\$0.00	\$259.72
2011	\$125.22	\$106.45	\$0.00	\$0.00	\$0.00	\$231.67	\$638.00	\$4.00	\$0.00	\$873.67
2013	\$193.00	\$23.16	\$0.00	\$0.00	\$0.00	\$216.16	\$102.65	\$6.00	\$0.00	\$324.81
2014	\$12.76	\$37.67	\$0.00	\$0.00	\$0.00	\$50.43	\$650.08	\$4.00	\$0.00	\$704.51
2015	\$351.83	\$23.16	\$0.00	\$0.00	\$0.00	\$374.99	\$70.28	\$4.00	\$0.00	\$449.27
2016	\$992.03	\$89.33	\$0.00	\$0.00	\$0.00	\$1,081.36	\$191.62	\$8.00	\$0.00	\$1,280.98
2017	\$3,300.67	\$257.11	\$0.00	\$0.00	\$0.00	\$3,557.78	\$399.57	\$44.00	\$0.00	\$4,001.35
2018	\$1,624,174.85	\$147,202.13	\$239.12	\$0.00	\$0.00	\$1,771,616.10	\$339.28	\$0.00	\$0.00	\$1,771,955.38
<b>TOTAL</b>	\$1,629,150.36	\$147,739.01	\$239.12	\$0.00	\$0.00	\$1,777,128.49	\$2,651.20	\$70.00	\$0.00	\$1,779,849.69

# Adjustment / Release Report

12-01-2018 to 12-31-2018

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	\$-43.03	\$0.00	\$-43.03	\$-43.03
2018	\$139.73	\$14.97	\$0.00	\$0.00	\$154.70	\$0.00	\$0.00	\$0.00	\$9.94	\$164.64	\$154.70
<b>TOTAL</b>	\$139.73	\$14.97	\$0.00	\$0.00	\$154.70	\$0.00	\$0.00	\$-43.03	\$9.94	\$121.61	\$111.67

# Collections Receipts Report

12-01-2018 to 12-31-2018

Total general tax	\$1,629,150.36
Total fire tax	\$147,739.01
Total penalty	\$239.12
Total Waste Fees	\$0.00
Total Additional Fees	\$0.00
Total principal	\$1,777,128.49
Total interest	\$2,651.20
Total cost of advertising	\$70.00
Total legal	\$0.00
Total check overpayments	\$0.00
Total Prepaid Payments	\$2,446.04
Total Prepaid Applied	\$0.00
Total misc	\$5,167.24
Grand total receipts	\$1,782,295.73

# District Payment Report

12-01-2018 to 12-31-2018

Year	District Code	District Name	Amount
2011	001	BURNSVILLE FIRE DISTRICT	\$49.80
2011	005	GREEN MOUNTAIN FIRE DISTRICT	\$56.65
2013	008	CRABTREE FIRE DISTRICT	\$23.16
2014	006	JACKS CREEK FIRE DISTRICT	\$37.67
2015	008	CRABTREE FIRE DISTRICT	\$23.16
2016	007	BRUSH CREEK FIRE DISTRICT	\$60.89
2016	008	CRABTREE FIRE DISTRICT	\$28.44
2017	001	BURNSVILLE FIRE DISTRICT	\$21.60
2017	007	BRUSH CREEK FIRE DISTRICT	\$132.27
2017	008	CRABTREE FIRE DISTRICT	\$79.90
2017	009	SOUTH TOE FIRE DISTRICT	\$23.34
2018	001	BURNSVILLE FIRE DISTRICT	\$37,589.65
2018	002	CANE RIVER FIRE DISTRICT	\$8,594.35
2018	003	EGYPT FIRE DISTRICT	\$9,887.46
2018	004	RAMSEYTOWN FIRE DISTRICT	\$2,541.72
2018	005	GREEN MOUNTAIN FIRE DISTRICT	\$1,851.30
2018	006	JACKS CREEK FIRE DISTRICT	\$7,840.39
2018	007	BRUSH CREEK FIRE DISTRICT	\$3,586.07
2018	008	CRABTREE FIRE DISTRICT	\$19,736.30
2018	009	SOUTH TOE FIRE DISTRICT	\$19,996.75
2018	010	PENSACOLA FIRE DISTRICT	\$18,569.36
2018	011	PRICES CREEK FIRE DISTRICT	\$17,008.78
<b>TOTAL</b>			<b>\$147,739.01</b>

# Detailed District Payment Report

12-01-2018 to 12-31-2018

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

# Outstanding Balances Report

As of 12-31-2018

Year	Amount	County	District	Interest	Advertising	Penalties	Waste	Additional Fees
2007	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2008	\$14,070.68	\$6,611.56	\$591.24	\$6,664.76	\$56.00	\$147.12	\$0.00	\$0.00
2009	\$13,099.35	\$6,811.32	\$522.29	\$5,693.74	\$72.00	\$0.00	\$0.00	\$0.00
2010	\$15,800.02	\$8,511.07	\$838.17	\$6,354.78	\$96.00	\$0.00	\$0.00	\$0.00
2011	\$23,132.65	\$13,080.39	\$1,226.12	\$8,696.29	\$112.00	\$17.85	\$0.00	\$0.00
2012	\$26,758.53	\$14,938.29	\$1,691.10	\$9,704.07	\$144.00	\$281.07	\$0.00	\$0.00
2013	\$24,808.07	\$15,348.19	\$1,401.48	\$7,806.40	\$252.00	\$0.00	\$0.00	\$0.00
2014	\$38,818.98	\$23,771.22	\$2,115.52	\$9,155.06	\$204.00	\$467.55	\$0.00	\$0.00
2015	\$60,596.28	\$42,589.92	\$3,520.54	\$12,787.39	\$286.66	\$296.97	\$0.00	\$0.00
2016	\$110,932.38	\$73,798.48	\$5,365.07	\$16,354.59	\$612.00	\$424.63	\$4.00	\$0.00
2017	\$167,339.79	\$138,616.50	\$11,581.24	\$14,788.73	\$1,320.00	\$1,033.32	\$0.00	\$0.00
2018	\$2,384,910.13	\$2,190,382.77	\$188,045.81	\$-34.70	\$0.00	\$6,516.25	\$0.00	\$0.00
<b>Total</b>	<b>\$2,880,266.86</b>	<b>\$2,534,459.71</b>	<b>\$216,898.58</b>	<b>\$97,971.11</b>	<b>\$3,154.66</b>	<b>\$9,184.76</b>	<b>\$4.00</b>	<b>\$0.00</b>

YANCEY COUNTY TAX ADMINISTRATION

End of Month Breakout

View Posted Payments in Date Range 12/01/2018 to 12/31/2018 for Vehicle

Description	Amount
Vehicle Payments	
County Vehicle Tax Payments 2018	\$978.48
County Vehicle Tax Payments 2017	\$136.08
County Vehicle Tax Payments 2016	
County Vehicle Tax Payments 2015	
County Vehicle Tax Payments 2014	
County Vehicle Tax Payments 2013	
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 Interest	\$12.25
County Vehicle Total Payments	\$1,126.81
Burnsville VFD Vehicle Tax	\$26.85
South Toe VFD Vehicle Tax	\$9.41
Newdale VFD Vehicle Tax	\$25.73
West Yancey VFD Vehicle Tax	\$16.81
Egypt/Ramseytown VFD Vehicle Tax	\$0.97
Clearmont VFD Vehicle Tax	\$14.10
Double Island VFD Vehicle Tax	\$4.48
Pensacola VFD Vehicle Tax	\$0.92
VFD Vehicle Interest	\$1.34
VFD Vehicle Total Payments	\$100.61
Town of Burnsville Vehicle Tax	\$91.23
Town of Burnsville Vehicle Interest	\$0.10
Town of Burnsville Vehicle Total Payment	\$91.33
State Vehicle Interest	\$9.09
Vehicle Total Payments	\$1,327.84

01/02/2019



PRICES CREEK FIRE DISTRICT Vehicle Tax		\$278.23
\$34.18	\$68.34	\$175.71
County Vehicle Interest		\$1,739.06
\$22.04	\$642.22	\$1,074.80
TOWN OF BURNSVILLE Vehicle Interest		\$7.95
\$0.75	\$7.20	
BURNSVILLE FIRE DISTRICT Vehicle Interes		\$51.94
\$0.25	\$37.80	\$13.89
CANE RIVER FIRE DISTRICT Vehicle Interes		\$2.63
\$0.17	\$0.93	\$1.53
EGYPT FIRE DISTRICT Vehicle Interest		\$0.14
\$0.11	\$0.02	\$0.01
RAMSEYTOWN FIRE DISTRICT Vehicle Interes		\$0.56
\$0.03	\$0.03	\$0.50
GREEN MOUNTAIN FIRE DISTRICT Vehicle Int		\$2.16
\$0.13	\$0.43	\$1.60
JACKS CREEK FIRE DISTRICT Vehicle Intere		\$16.76
\$0.16	\$6.84	\$9.76
BRUSH CREEK FIRE DISTRICT Vehicle Intere		\$0.01
\$0.01		
CRABTREE FIRE DISTRICT Vehicle Interest		\$12.74
\$0.27	\$4.97	\$7.50
SOUTH TOE FIRE DISTRICT Vehicle Interest		\$9.03
\$0.13	\$2.65	\$6.25
PENSACOLA FIRE DISTRICT Vehicle Interest		\$19.85
\$0.11	\$5.83	\$13.91
PRICES CREEK FIRE DISTRICT Vehicle Inter		\$40.37
\$0.41	\$5.76	\$34.20
DMV Vehicle Interest		\$477.36
\$26.61	\$264.62	\$186.13
Totals		\$39,451.49
\$10,290.33	\$21,602.67	\$7,558.49

% Collected

Billed to Date

County Vehicle Tax 2018

\$12,246.64

25.64%

01/02/2019

YANCEY COUNTY BUILDING CHECKLIST  
NEW CONSTRUCTION

- MAKE SURE TAXES ARE PAID ON PROPERTY WHERE CONSTRUCTION IS GOING TO TAKE PLACE
- WATERSHED APPLICATION -YANCEY COUNTY HEALTH DEPT.- BUILDING INSPECTIONS
- FLOODPLAIN APPLICATION- YANCEY COUNTY HEALTH DEPT.- BUILDING INSPECTIONS
- SEPTIC APPLICATION- YANCEY COUNTY HEALTH DEPT.- ENVIRONMENTAL HEALTH
- WELL APPLICATION- YANCEY COUNTY HEALTH DEPT.- ENVIRONMENTAL HEALTH
- 911 ADDRESS-WITH PIN # - YANCEY COUNTY COURTHOUSE ROOM # 7
- PROJECTS \$30,000 OR MORE MUST PROVIDE A COPY OF LIEN AGENT
- SKETCH/ DIAGRAM OF PROJECT
- IF ALL ABOVE ARE MET THEN YOU CAN SUBMIT BUILDING PERMIT APPLICATION**
- BUILDING PERMIT APPLICATION - YANCEY COUNTY HEALTH DEPT.- BUILDING INSPECTIONS

YANCEY COUNTY COURTHOUSE- 110 TOWN SQUARE, BURNSVILLE NC 28714

YANCEY COUNTY HEALTH DEPT.- 203 MEDICAL CAMPUS DRIVE, BURNSVILLE NC 28714

ENVIRONMENTAL HEALTH DEPT. PHONE # 828-682-6118

YANCEY COUNTY BUILDING INSPECTIONS- PHONE # 828-682-7833

YANCEY COUNTY MAPPING AND 911 ADDRESSING PHONE # 828-682-2347

YANCEY COUNTY TAX OFFICE -PHONE # 828-682-2198

Attachment H

911 ADDRESS-WITH PIN # - YANCEY COUNTY COURTHOUSE ROOM # 7

SEPTIC VERIFICATION- YANCEY COUNTY HEALTH DEPT.- ENVIRONMENTAL HEALTH

WELL VERIFICATION- YANCEY COUNTY HEALTH DEPT. - ENVIRONMENTAL HEALTH

PROJECTS \$30,000 OR MORE MUST HAVE A LIEN AGENT

SKETCH/ DIAGRAM OF PROJECT

**IF ALL ABOVE ARE MET THEN YOU CAN SUBMIT BUILDING PERMIT APPLICATION**

BUILDING PERMIT APPLICATION - YANCEY COUNTY HEALTH DEPT.- BUILDING INSPECTIONS

YANCEY COUNTY COURTHOUSE- 110 TOWN SQUARE, BURNSVILLE NC 28714  
YANCEY COUNTY HEALTH DEPT.- 203 MEDICAL CAMPUS DRIVE, BURNSVILLE NC 28714  
ENVIRONMENTAL HEALTH DEPT. PHONE # 828-682-6118  
YANCEY COUNTY BUILDING INSPECTIONS- PHONE # 828-682-7833  
YANCEY COUNTY MAPPING AND 911 ADDRESSING PHONE # 828-682-2347



**YANCEY COUNTY  
BUILDING INSPECTIONS DEPARTMENT**

202 Medical Campus Drive  
PO Box 460, Burnsville, NC 28714  
Phone: (828) 682-7833 Fax: (828) 682-0345

**APPLICATION FOR:  
WATERSHED PROTECTION PERMIT**

*Please see page 2 for Watershed Protection Permit Plan Checklist*

**APPLICATION #:**

Applicant/Owner Name:		Date of Application:	
If Corporation, Name of Corporation and State:			
Project address:	Phone #:	Alternate Phone #:	
Mailing Address:			
Watershed Name:		Critical Area: Yes / No	
Deed Book/Page: <i>If more than one parcel of land, use separate sheet of paper.</i>	Parcel Size:	PIN #: _____	

<b>General Description of work to be completed under this application:</b>

<i>I certify that the information shown above is true and accurate, and is in compliance with the conditions for a subdivision of land as defined in the Watershed Protection Ordinance.</i>	Date:
Applicant Signature: <i>Owner/Attorney in Fact</i>	

**For Official Use Only – Do not Complete**

Date Received: \_\_\_\_\_ Date referred to Board: \_\_\_\_\_

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Approved by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Watershed Protection Permit Plan Checklist

Applications for Watershed Protection Permits shall be accompanied by plans in duplicate and drawn to scale showing the following:

**A. Location of Project.**

\_\_\_\_\_ Identify the appropriate classification. WS-II-CA, WS-II-BW, WS-III-CA, WS-III-BW, WS-IV-CA, WS-IV-PA.

\_\_\_\_\_ Project included within a 5%/70% district.

**B. Lot Dimensions.**

\_\_\_\_\_ Actual dimensions and acreage of the lot to be built upon and the location of any right of ways that may affect development on the lot.

\_\_\_\_\_ Average lot size (in square feet).

**C. Built Upon Area.**

\_\_\_\_\_ The accurate location and use of all existing and proposed buildings and other structures, and for non-residential developments the location and size, in square feet, of all built-upon areas including parking and loading facilities.

\_\_\_\_\_ The percent of the project that will be covered with an impervious surface.

\_\_\_\_\_ The area, in acres, to be left natural.

**D. Dwelling Units.**

\_\_\_\_\_ The total number of dwelling units proposed on the lot or tract.

**E. Streams/Rivers.**

\_\_\_\_\_ The accurate location of all perennial streams and natural drainage areas on the property.

**F. Adjacent Property Owners.**

\_\_\_\_\_ The names of adjoining property owners.

**G. Buffers.**

\_\_\_\_\_ The location of all required buffer areas.

**H. \*Wet Detention Devices.**

When local governments provide for a high density option, the location of any wet detention devices shall be shown and shall be designed, constructed and maintained according to the requirements as established by the Division of Environmental Management.

\_\_\_\_\_ Storm Water Controls Are Used.

\_\_\_\_\_ If Storm Water Controls are used, the name of the certifying engineer is provided.

**I. \*Private Water and Sewer Systems.**

\_\_\_\_\_ Individual water supply systems and/or ground absorption sewage disposal systems may be permitted subject to preliminary approval by the County Health Department that there is sufficient space on the lot for such systems.

**\*Optional Requirements**

**Sample Floodplain Development Permit Application Form**  
(Developed by the North Carolina Division of Emergency Management)

Application # \_\_\_\_\_  
Page 1 of 4

**SAMPLE  
FLOODPLAIN DEVELOPMENT PERMIT APPLICATION**

This form is to be filled out in duplicate.

**SECTION I: General Provisions (APPLICANT to read and sign):**

1. No work of any kind may start until a permit is issued.
2. The permit may be revoked if any false statements are made herein.
3. If revoked, all work must cease until permit is re-issued.
4. Development shall not be used or occupied until a Certificate of Compliance is issued.
5. The permit will expire if no work is commenced within six months of issuance.
6. Applicant is hereby informed that other permits may be required to fulfill local, state, and federal regulatory requirements.
7. Applicant hereby gives consent to the Local Administrator or his/her representative to make reasonable inspections required to verify compliance.
8. **THE APPLICANT, CERTIFY THAT ALL STATEMENTS HEREIN AND IN ATTACHMENTS TO THIS APPLICATION ARE, TO THE BEST OF MY KNOWLEDGE, TRUE AND ACCURATE.**

(APPLICANT'S SIGNATURE) \_\_\_\_\_ DATE \_\_\_\_\_

**SECTION 2: Proposed Development (To be completed by APPLICANT)**

NAME	ADDRESS	TELEPHONE
APPLICANT		
BUILDER		
ENGINEER		

**PROJECT LOCATION:**

To avoid delay in processing the application, please provide enough information to easily identify the project location. Provide the street address, lot number or legal description (attach) and, outside urban areas, the distance to the nearest intersecting road or well-known landmark. A sketch attached to this application showing the project location would be helpful.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sample Floodplain Development Permit Application Form (Continued)

(Developed by the North Carolina Division of Emergency Management)

DESCRIPTION OF WORK (Check all applicable boxes):

Application # \_\_\_\_\_  
Page 2 of 4

A. STRUCTURAL DEVELOPMENT

ACTIVITY

STRUCTURE TYPE

- New Structure
- Addition
- Alteration
- Relocation
- Demolition
- Replacement
- Residential (1-4 Family)
- Residential (More than 4 Family)
- Non-residential (Floodproofing?  Yes)
- Combined Use (Residential & Commercial)
- Manufactured (Mobile) Home (In Manufactured Home Park?  Yes)

ESTIMATED COST OF PROJECT \$ \_\_\_\_\_

B. OTHER DEVELOPMENT ACTIVITIES

- Clearing
- Fill
- Mining
- Drilling
- Grading
- Excavation (Except for Structural Development Checked Above)
- Watercourse Alteration (Including Dredging and Channel Modifications)
- Drainage Improvements (Including Culvert Work)
- Road, Street or Bridge Construction
- Subdivision (New or Expansion)
- Individual Water or Sewer System
- Other (Please specify) \_\_\_\_\_

After completing SECTION 2, APPLICANT should submit form to the Local Administrator for review.

SECTION 3: Floodplain Determination (To be completed by the Administrator)

The proposed development is located on FIRM Panel No. \_\_\_\_\_, Dated \_\_\_\_\_.

The Proposed Development:

- Is NOT located in a Special Flood Hazard Area (Notify the applicant that the application review is complete and NO FLOODPLAIN DEVELOPMENT PERMIT IS REQUIRED).
- Is partially located in the SFHA, but building/development is not.
- Is located in a Special Flood Hazard Area  
FIRM zone designation is \_\_\_\_\_  
"100-Year" flood elevation at the site is: \_\_\_\_\_ ft. NGVD (MSL)  
 Unavailable

Is located in the floodway.  
FBFM Panel No. \_\_\_\_\_ Dated \_\_\_\_\_  
(if different from the FIRM panel and date)

See Section 4 for additional instructions.

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_



**Sample Floodplain Development Permit Application Form (Continued)**

*(Developed by the North Carolina Division of Emergency Management)*

Page 4 of 4

APPEALS:    Appealed to Board of Appeals?     Yes     No  
                  Hearing date: \_\_\_\_\_  
                  Appeals Board Decision - Approved?     Yes     No

Reasons/Conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION 6: AS-BUILT ELEVATIONS (To be submitted by APPLICANT before Certification of Compliance is issued)**

The following information must be provided for structures that are part of this application. This section must be completed by a registered professional engineer or a licensed land surveyor (or attach a certification to this application). Complete 1 and 2 below.

1.    Actual (As-Built) Elevation of the top of the lowest floor, including basement (in Coastal High Hazard Areas, bottom of lowest horizontal structural member of the lowest floor, excluding piling(s) and columns) is: \_\_\_\_\_ ft. NGVD (MSL).
  
2.    Actual (As-Built) Elevation of floodproofing protection is \_\_\_\_\_ ft. NGVD (MSL).

**SECTION 7: COMPLIANCE ACTION (To be completed by LOCAL ADMINISTRATOR)**

The LOCAL ADMINISTRATOR will complete this section as applicable based on inspection of the project to ensure compliance with the community's local law for flood damage prevention.

INSPECTIONS DATE: \_\_\_\_\_ BY \_\_\_\_\_ DEFICIENCIES?  Yes     No  
DATE \_\_\_\_\_ BY \_\_\_\_\_ DEFICIENCIES?  Yes     No  
DATE \_\_\_\_\_ BY \_\_\_\_\_ DEFICIENCIES?  Yes     No

**SECTION 8: CERTIFICATE OF COMPLIANCE (To be completed by LOCAL ADMINISTRATOR)**

Certificate of Compliance issued: DATE \_\_\_\_\_ BY \_\_\_\_\_

## Toe River Health District - Environmental Health Section

### Instructions for Completing Improvement/Authorization to Construct Septic System and Well Permit Application

In order to make the best use of your time and to assist the staff in completing applications quickly, we ask that the items listed below be completed prior to the site visit. By completing these items in advance it reduces the time on site and the need for return visits.

**\*\*NOTE: IF THESE ITEMS ARE NOT COMPLETED AND A SITE VISIT IS MADE, A REVISIT FEE OF \$100.00 WILL BE ASSESSED.**

- 1. I have completed the "Application for a Well Permit" and/or an "Application for Improvement/Authorization to Construct."
- 2. I have completed the Site Plan Worksheet showing all property lines, proposed structures, wells and springs, including neighboring septic systems and water supplies, drawn as closely to scale as possible.
- 3. A survey or GIS tax map with boundaries is required.
- 4. I have marked all property corners and boundaries.  
NC Statute 15A NCAC 18A.1937(d): The applicant shall identify property lines and fixed reference points in the field.

**\*\*NOTE: All property corners, lines and boundaries must be clearly marked. It is recommended that visible flagging be used every 50 feet.**

- 5. I have staked all proposed structures in their exact location on the site, including driveway.
- 6. I have located all wells, springs and surface waters on the property.
- 7. I have cleared undergrowth on the property to the point that there is visibility for at least 50 feet from any one location.
- 8. I understand that no grading shall be performed before issuance of permit.
- 9. I understand that if above items are not completed, and a site visit is made, I WILL BE ASSESSED A \$100.00 REVISIT FEE.

**PLEASE COMPLETE THE ABOVE ITEMS BEFORE CALLING TO SCHEDULE A MEETING ON THE SITE WITH OUR ENVIRONMENTAL HEALTH SPECIALIST.**

If you have questions, please feel free to call between the hours of 8:00 a.m. and 9:00 a.m. Monday - Friday.

Avery County	828-737-6054
Mitchell County	828-688-1214
Yancey County	828-682-1929

I agree to complete the requirements listed above and have the property prepared for a soil/site evaluation prior to scheduling an appointment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

PIN # \_\_\_\_\_

Receipt / Permit # \_\_\_\_\_

**Toe River Health District - Environmental Health Section**  
**Application for Improvement Permit and/or Authorization to Construct**

**Improvement Permit**

**Authorization to Construct**

If the information provided in this application is falsified, changed or the site is altered, then this Improvement Permit and Authorization to Construct Application becomes invalid. The permit is valid for either 60 months or without expiration depending upon documentation submitted. (Complete Site Plan = 60 months; complete plat = without expiration.)

**Applicant Information:**

Applicant \_\_\_\_\_ Address \_\_\_\_\_ Home & Work Phone \_\_\_\_\_

Owner \_\_\_\_\_ Address \_\_\_\_\_ Home & Work Phone \_\_\_\_\_

**Property Information:** Date originally deeded and recorded: \_\_\_\_\_

Street Address \_\_\_\_\_ Subdivision Name \_\_\_\_\_ Section/Phase/Lot# \_\_\_\_\_

*Directions to Site:* \_\_\_\_\_

**Development and/or Residential Information and Specifications:**

*(Please read carefully & provide complete, accurate information.)*

**New Single Family Residence**

Maximum number of bedrooms: \_\_\_\_\_

Will there be a basement?  Yes  No

Square footage of residence: \_\_\_\_\_

Plumbing fixtures in basement?  Yes  No

Maximum number of occupants: \_\_\_\_\_

**Expansion of Existing System:**

If expansion, current number of bedrooms: \_\_\_\_\_ Total number of bedrooms with expansion: \_\_\_\_\_

**Addition to Structure Requiring Building Permit:** Total number of bedrooms: \_\_\_\_\_

**Repair to Malfunctioning Sewage Disposal System:** Number of bedrooms: \_\_\_\_\_

**Verification of Existing Septic System:** Total number of bedrooms: \_\_\_\_\_

**Non-Residential Type of Structure**

Type of business: \_\_\_\_\_ Maximum number of employees: \_\_\_\_\_

Total square footage of the building: \_\_\_\_\_ Maximum number of seats: \_\_\_\_\_

**Water Supply:**  New Well  Existing Well  Community Well  Public Water  Spring

Are there any existing wells, springs or water lines on this property?  Yes  No

If applying for Authorization to Construct, please indicate desired system type(s). Systems can be ranked in order of your preference.

Any  Accepted  Alternative  Conventional  Innovative  Other \_\_\_\_\_

Applicant shall notify the local health department upon submittal of this application if any of the following apply to the property in question. If the answer to any question is "Yes", applicant must attach supporting documentation.

- Yes  No Does the site contain any jurisdictional wetlands?
- Yes  No Does the site contain any existing wastewater systems?
- Yes  No Is any wastewater going to be generated on the site other than domestic sewage?
- Yes  No Is the site subject to approval by any other public agency?
- Yes  No Are there any easements or right of ways on this property?
- Yes  No Has any grading, removal or addition of soil been done to this property? (Please describe on back.)

I have read this application and certify that the information provided herein is true, complete and correct. Authorized county and state officials are granted right of entry to conduct necessary inspections to determine compliance with applicable laws and rules. I understand that I am solely responsible for the proper identification and labeling of all property lines and corners and making the site accessible so that a complete site evaluation can be performed.

Signature of Property Owner or Owner's legal representative\*\* (required) \_\_\_\_\_ Date \_\_\_\_\_

**\*\* Must provide documentation to support the claim as owner's representative.**

Cash  Check  Credit Card Amount \$ \_\_\_\_\_ Date: \_\_\_\_\_ Staff: \_\_\_\_\_

## Toe River Health District - Environmental Health Section Site Plan Worksheet

Please check (✓) each item that has been indicated on your site plan.  
Incomplete plans will be returned to you for completion.

Your property will not be scheduled for an evaluation until we have received a completed application, site plan, all proposed items are marked on the property and payment of application fee.

- The dimensions of the property.
- The proposed location of all structures (e.g. facility, wells, water lines, outbuildings, pools). Show the distances from the road and the side of the property line to all structures. Be sure and give the dimensions for all the structures. If you are unsure as to the structure size, please show the dimensions of the MAXIMUM area of the lot that you anticipate the structure will cover.
- The site you would prefer your septic system to go in.
- The preferred driveway location.
- The proposed well location.
- A north arrow or other sufficient directional indicator.
- Any proposed structures or improvements to the property such as garages, workshops, pools, etc.
- The location of any existing septic tank systems and wells on your property and on the adjoining property within 100 feet of your property line.
- The location of any easements or rights of way on the property.
- The location of any designated wetlands on the property.

If you have questions, please feel free to call between 8:00 a.m. and 9:00 a.m. Monday - Friday.

Avery County	828-737-6054
Mitchell County	828-688-1214
Yancey County	828-682-1929

You can obtain a "site map" and/or PIN# by going to the Yancey/Mitchell/Avery County Mapping Office. You can also print a site map and get your PIN# from the GIS website for your county.

**USE THE SPACE BELOW OR A SEPARATE PIECE OF PAPER TO DRAW YOUR SITE PLAN.**

### Health Department Use Only:

- Survey plat to scale\* submitted       Scaled\* site plan submitted       Unscaled site plan submitted

\* scale of 1" = no more than 60'

**Toe River Health District**  
Environmental Health Section

**Well and/or Septic Sample Site Plan**

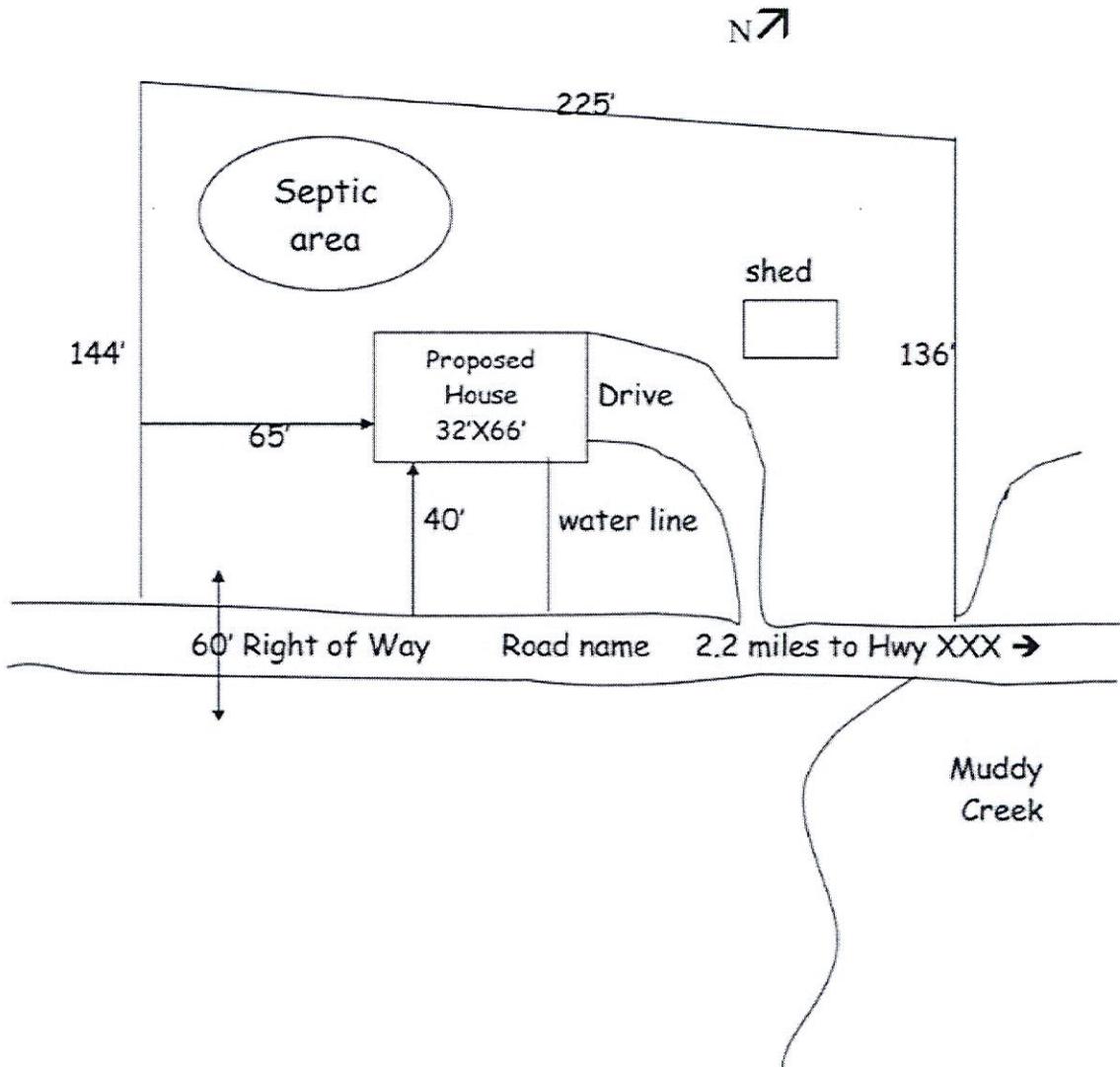
Providing complete and accurate information on your site plan is critical and will assist us in efficiently evaluating your site.

This example was prepared to assist you in drawing your own site plan. Without your site plan we cannot perform the site evaluation. If you have any questions, please contact your local health department:

**Avery County**  
828.737.6054

**Mitchell County**  
828.688.1214

**Yancey County**  
828.682.1929





**TOE RIVER HEALTH DISTRICT**  
Avery, Mitchell, & Yancey County  
Health Departments



**Environmental Health Section**  
**Property Owner Consent Form**

I, \_\_\_\_\_ am the legal owner(s) of the property located at  
Owner(s) Name - Please Print

\_\_\_\_\_, identified as Parcel Identification Number (PIN)

located in the county of (check the county):  Avery  Mitchell  Yancey

I do hereby authorize \_\_\_\_\_  
Legal Representative - Please Print

to act as an agent on my behalf in applying for/signing/obtaining any of the documents described below:

- Application for Improvement Permit (IP) Authorization to Construct (AC) for septic permit
- Improvement Permit (IP) /Authorization to Construct (AC)
- Application for soil-site evaluation (new/repair)
- Application/permit for private drinking water well/well abandonment
- Application for Compliance Inspection

I agree to abide by all decisions and/or conditions between the legal representative acting on my behalf and Toe River Health District Environmental Health.

I can be contacted at (phone number): \_\_\_\_\_ by the Health Department Environmental Health Services staff prior to a scheduled appointment with my agent.

\_\_\_\_\_  
Owner Signature \_\_\_\_\_ Date

**Applications for permits require the "signature of the owner or the owner's legal representative" (15A NCAC 18A.1937). If the owner does not sign the application, they can submit any of the following documents to designate their legal representative:**

- Power of Attorney
- Real Estate Contract
- Estate Executor
- Bankruptcy Trustee
- Court Ordered Guardianship



## Toe River Health District - Environmental Health Section

### Instructions for Completing Improvement/Authorization to Construct Septic System and Well Permit Application

In order to make the best use of your time and to assist the staff in completing applications quickly, we ask that the items listed below be completed prior to the site visit. By completing these items in advance it reduces the time on site and the need for return visits.

**\*\*NOTE: IF THESE ITEMS ARE NOT COMPLETED AND A SITE VISIT IS MADE, A REVISIT FEE OF \$100.00 WILL BE ASSESSED.**

- 1. I have completed the "Application for a Well Permit" and/or an "Application for Improvement/Authorization to Construct."
- 2. I have completed the Site Plan Worksheet showing all property lines, proposed structures, wells and springs, including neighboring septic systems and water supplies, drawn as closely to scale as possible.
- 3. A survey or GIS tax map with boundaries is required.
- 4. I have marked all property corners and boundaries.  
NC Statute 15A NCAC 18A.1937(d): The applicant shall identify property lines and fixed reference points in the field.

**\*\*NOTE: All property corners, lines and boundaries must be clearly marked. It is recommended that visible flagging be used every 50 feet.**

- 5. I have staked all proposed structures in their exact location on the site, including driveway.
- 6. I have located all wells, springs and surface waters on the property.
- 7. I have cleared undergrowth on the property to the point that there is visibility for at least 50 feet from any one location.
- 8. I understand that no grading shall be performed before issuance of permit.
- 9. I understand that if above items are not completed, and a site visit is made, I WILL BE ASSESSED A \$100.00 REVISIT FEE.

**PLEASE COMPLETE THE ABOVE ITEMS BEFORE CALLING TO SCHEDULE A MEETING ON THE SITE WITH OUR ENVIRONMENTAL HEALTH SPECIALIST.**

If you have questions, please feel free to call between the hours of 8:00 a.m. and 9:00 a.m. Monday - Friday.

Avery County	828-737-6054
Mitchell County	828-688-1214
Yancey County	828-682-1929

I agree to complete the requirements listed above and have the property prepared for a soil/site evaluation prior to scheduling an appointment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

PIN # \_\_\_\_\_

Receipt / Permit # \_\_\_\_\_

**Toe River Health District - Environmental Health Section  
Application for New Well / Repair Permit**

If the information provided in this application is falsified, changed or the site is altered, this permit becomes invalid.

**Applicant Information:**

Applicant _____	Mailing Address _____	Home & Work Phones _____
Owner _____	Mailing Address _____	Home & Work Phones _____

**Property Information:** Date originally deeded and recorded: \_\_\_\_\_

Street Address _____	Subdivision Name _____	Section/Phase/Lot# _____	Lot Size _____ AC
----------------------	------------------------	--------------------------	-------------------

**Directions to Site:** \_\_\_\_\_

**Requested Permit:**

New Well     Repair to an Existing Well     Well Abandonment     Replacement or Additional Well

**Purpose of Well:** (Check all that apply.)

Single family residence     Multiple family residence or multiple residences     Agricultural / Irrigation

Commercial: Type of business: \_\_\_\_\_

Other - specify: \_\_\_\_\_

Do you intend to install the pump yourself?  Yes  No

Are there any easements or rights of way on the property?  Yes  No

Is the site subject to approval by any other public agency?  Yes  No

Will this well or system of wells have a designed capacity of 100,000 gallons per day or greater?  Yes  No

Are there any variances associated with this application?  Yes  No

Is there any type of geothermal heat pump system existing or proposed on this property?  Yes  No

If yes, explain: \_\_\_\_\_

Year septic was installed - if existing: \_\_\_\_\_

Name of applicant or owner listed on septic records: \_\_\_\_\_

- > The issuance of a Well Construction Authorization by the Local Health Department in no way guarantees sufficient yield of potable water. It merely shows potential sources of contamination and setback requirements.
- > The Construction Authorization is subject to revocation if the site plan of intended use changes.
- > It is the responsibility of the owner or applicant to disclose all potential sources of contamination. The Toe River Health District or the issuing EHS does not assume liability for unknown or undisclosed sources of contamination.
- > The fee is **NON-REFUNDABLE** once the property is visited by an Environmental Health Specialist.
- > **It is the responsibility of the owner or applicant to notify the local Health Department when the well has been completed and is ready to be sampled. This notification will expedite the issuance of a Certificate of Completion and collection of water samples.**

I have read this application and certify that the information provided herein is true, complete and correct. Authorized county and state officials are granted right of entry to conduct necessary inspections to determine compliance with applicable laws and rules. I understand that I am solely responsible for the proper identification and labeling of all property lines, corners, easements, and right-of-ways and making the site accessible so that a complete site evaluation can be performed.

Signature of Property Owner or Owner's legal representative\*\* (required) \_\_\_\_\_ Date \_\_\_\_\_

**\*\* Must provide documentation to support the claim as owner's representative.**

**For Office Use Only**

Cash     Check # \_\_\_\_\_     Credit Card    Amount \$ \_\_\_\_\_    Date: \_\_\_\_\_    Staff: \_\_\_\_\_

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- The site you would prefer your septic system to go in.
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**Toe River Health District**  
Environmental Health Section

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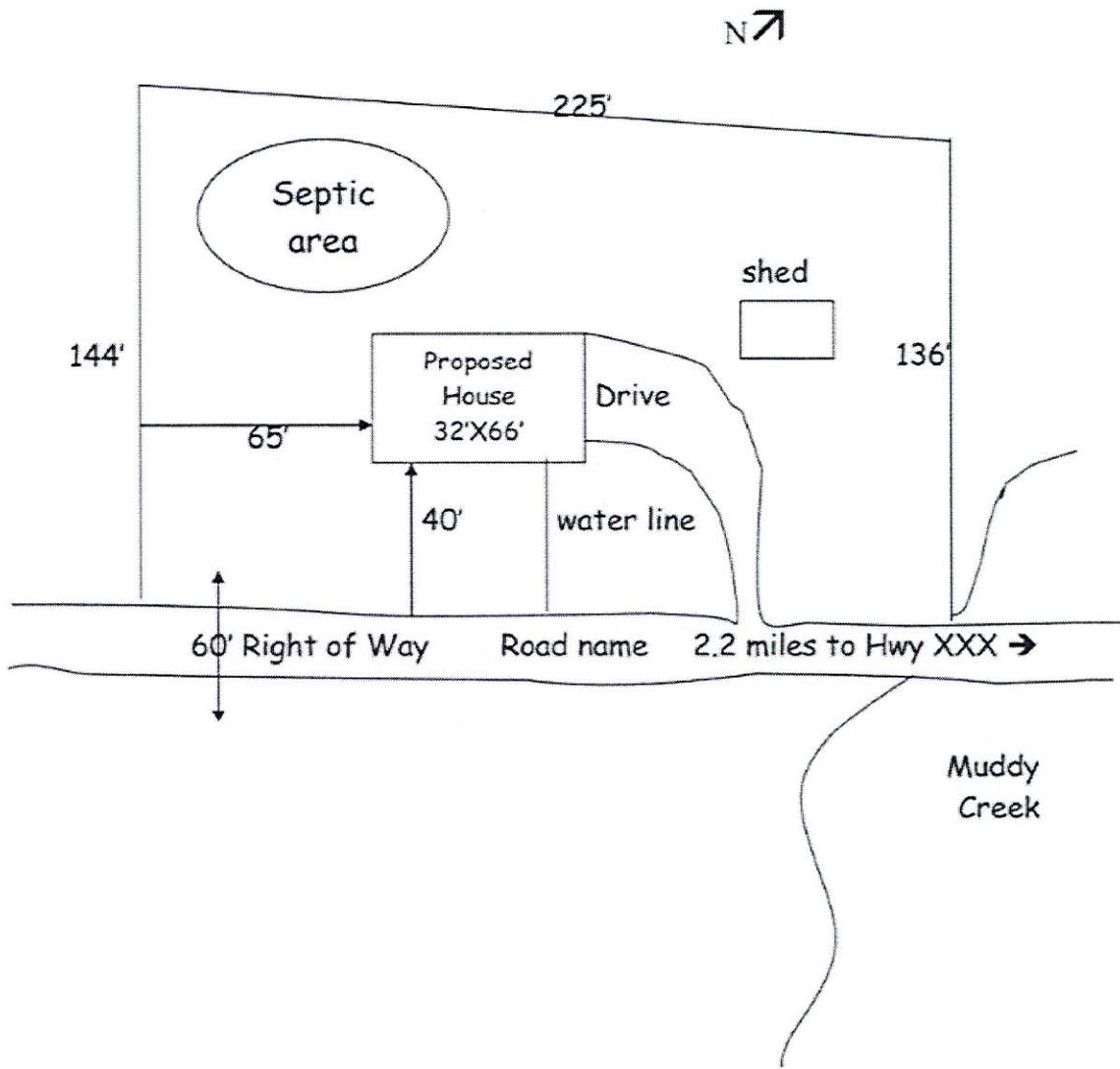
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828.737.6054

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828.682.1929



## Well Head Completion Guide

Per North Carolina General Statute 87-98.4 (b)(2), a person may install a pump on a well that is located on land owned or leased by that person. If you choose to install your own pump, be aware that you are responsible for the following:

An identification plate showing:

- Name of the pump installer
- Date the pump was installed
- Depth of the pump
- The pump's horsepower rating

The plate must be securely attached to either the aboveground portion of the well casing, surface grout pad or the enclosure floor if present. The identification plate shall be constructed of a durable waterproof, rustproof metal or equivalent material.

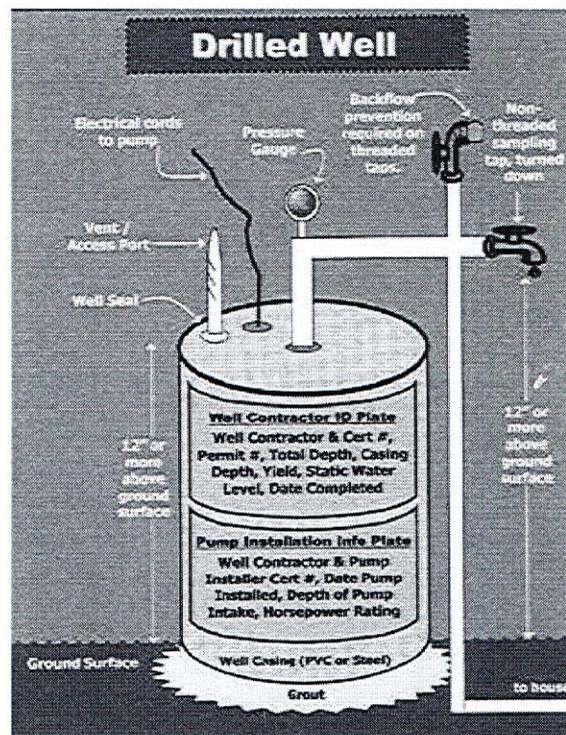
The well shall be vented at the well head to allow for pressure changes within the well. Any vent pipe or tube shall be screened or otherwise designed to prevent the entrance of insects or other foreign materials.

A threadless hose bibb shall be installed at the well head by the person installing the pump. If the well head is also equipped with a threaded hose bibb in addition to the threadless sampling tap, the hose bibb shall be fitted with a backflow preventer or vacuum breaker. The threadless sampling tap must be turned downward, located a minimum of 12 inches above land surface, floor, or well pad; and positioned such that a water sample can be obtained without interference from any part of the well head.

All openings for piping, wiring, and vents shall enter into the well at least 12 inches above land surface and shall be adequately sealed to preclude the entrance of contaminants into the well. The opening where pump wires pass through the well head is typically sealed with caulk. The rope attached to the pump should pass through the same opening as the pump wiring. DO NOT bring the rope through the threaded opening meant for the well vent.

The well seal should be flush with the top of the casing. The rubber gasket on the seal should not be visible.

If someone other than the property owner or lessee installs the pump or performs any other activity that breaks the well seal, that person MUST be a licensed driller or licensed pump installer. Your well head must meet all of the above requirements before we can collect your water samples or issue a certificate of completion. Please contact your local health department when your well head is completed and ready for inspection.





**TOE RIVER HEALTH DISTRICT**  
Avery, Mitchell, & Yancey County  
Health Departments



**Environmental Health Section**  
**Property Owner Consent Form**

I, \_\_\_\_\_ am the legal owner(s) of the property located at  
Owner(s) Name - Please Print

\_\_\_\_\_, identified as Parcel Identification Number (PIN)

located in the county of (check the county):  Avery  Mitchell  Yancey

I do hereby authorize \_\_\_\_\_  
Legal Representative - Please Print

to act as an agent on my behalf in applying for/signing/obtaining any of the documents described below:

- Application for Improvement Permit (IP) Authorization to Construct (AC) for septic permit
- Improvement Permit (IP) /Authorization to Construct (AC)
- Application for soil-site evaluation (new/repair)
- Application/permit for private drinking water well/well abandonment
- Application for Compliance Inspection

I agree to abide by all decisions and/or conditions between the legal representative acting on my behalf and Toe River Health District Environmental Health.

I can be contacted at (phone number): \_\_\_\_\_ by the Health Department Environmental Health Services staff prior to a scheduled appointment with my agent.

\_\_\_\_\_  
Owner Signature \_\_\_\_\_ Date

**Applications for permits require the "signature of the owner or the owner's legal representative" (15A NCAC 18A.1937). If the owner does not sign the application, they can submit any of the following documents to designate their legal representative:**

- Power of Attorney
- Real Estate Contract
- Estate Executor
- Bankruptcy Trustee
- Court Ordered Guardianship



**YANCEY COUNTY NEW 911 ADDRESS  
REQUEST FORM**

**Date:** \_\_\_\_\_

**Pin Number:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Contact Number:** \_\_\_\_\_

**Address Request For:**  -H  -2WD  -T  -Camper  -Other

**Details:** \_\_\_\_\_

**Side of Road:** Left:  Right:

**Shared Driveway:** Yes:  No:

**Directions to New Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**New Address:** \_\_\_\_\_  
\_\_\_\_\_

Submit a copy  
of lien agent to

Building

Inspections if  
project is over  
\$30,000.00.

Sketch or send  
drawings of  
project to  
Building  
Inspections

YANCEY COUNTY BUILDING PERMIT APPLICATION

Site Location: \_\_\_\_\_

Township: \_\_\_\_\_ Subdivision/Park Name: \_\_\_\_\_ Lot # \_\_\_\_\_ Ridge Law: \_\_\_\_\_

In Flood Plain  YES  NO IN WATERSHED  YES  NO

Directions: \_\_\_\_\_

CIRCLE PERMIT TYPE: Single Family Mobile Home Modular Homes Townhouse Duplex Multiple Family Commercial

TYPE OF WORK: New Addition Remodel Upfit/Repair Change of Use Moved House Garage SQ FT \_\_\_\_\_

Use of Property (circle one): Owner Occupied Rental Sale

Project Description: \_\_\_\_\_

Total Cost of Project \$ \_\_\_\_\_ # of stories \_\_\_\_\_ #of Bedrooms \_\_\_\_\_ # of Bathrooms \_\_\_\_\_

Total Heated SQ FT. \_\_\_\_\_ SQ FT if New Construction (or Renovated Area) \_\_\_\_\_

Foundation – Circle Applicable Type: Basement Crawlspace Slab Piers Other \_\_\_\_\_

Basement Finished Yes  No  Total Heated SQ FT of Basement \_\_\_\_\_ Total Unheated SQ FT of Basement \_\_\_\_\_

OWNER \_\_\_\_\_ PHONE # \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

APPLICANT IF DIFFERENT FROM OWNER \_\_\_\_\_ PHONE# \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

CONTRACTOR \_\_\_\_\_ NCGC LIC# \_\_\_\_\_ PHONE # \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

SUB CONTRACTORS: ELECTRICAL \_\_\_\_\_ STATE LIC # \_\_\_\_\_  
PLUMBING \_\_\_\_\_ STATE LIC# \_\_\_\_\_  
MECHANICAL \_\_\_\_\_ STATE LIC# \_\_\_\_\_  
OTHER \_\_\_\_\_ STATE LIC# \_\_\_\_\_

UTILITIES – Circle Applicable Type(s):

ELECTRIC: French Broad Duke Power Duke Energy Progress Other \_\_\_\_\_

FOSSIL FUEL: Natural Gas LP Gas Oil Heat Pump/AC Other \_\_\_\_\_

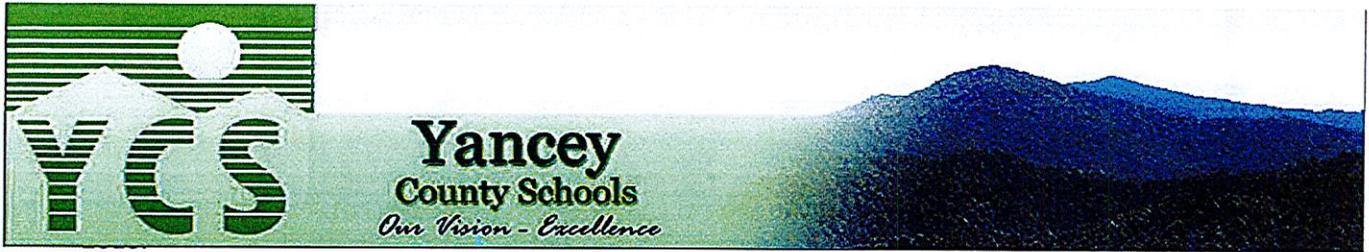
WATER: Private Well (NEW) or (EXISTING) Community Well Spring Public Water

SEWER: Septic Tank (New) Septic Tank (Existing) Town Sewage System

**MUST PROVIDE AUTHORIZATION TO CONSTRUCT SEPTIC SYSTEM OR OPERATIONS PERMIT FROM ENVIRONMENTAL HEALTH or statement from town sewage system.**

The undersigned hereby certifies that he/she is the contractor and authorized agent of the owner and the above information is correct to the best of his/her knowledge and hereby makes application for a permit and inspection of work described above. All work will be done in accordance with all applicable Federal, State and local laws and regulations and that it is understood that this permit will expire if work is not commenced and inspected within six months of the date of issue. This permit will also expire if work stops at any time for 12 months or more and no inspections are performed to verify work in progress.

Contractor/Owner Signature \_\_\_\_\_ Date \_\_\_\_\_ Printed Name \_\_\_\_\_



**RESOLUTION**  
**SUPPORTING LOCAL CONTROL OF SCHOOL CALENDARS**

**WHEREAS**, the North Carolina General Statutes give local boards of education powers of supervision and control of local school systems; and

**WHEREAS**, local control over establishing school calendars is an integral component of school system supervision and administrative powers with which local boards of education have been vested; and

**WHEREAS**, in 2004 the North Carolina General Assembly seized control of setting school calendars and imposed a one-size-fits-all mandate on how school calendars are to be set; and

**WHEREAS**, the current one-size-fits-all school calendar start date is no earlier than the Monday closest to August 26 and the end date is no later than the Friday closest to June 11; and

**WHEREAS**, the State mandated late August start date means many high schools do not complete the first semester until mid to late January; and

**WHEREAS**, the current law essentially requires high school students to take first semester exams after the winter break, which negatively impacts test scores, according to students and educators; and

**WHEREAS**, the second semester for high schools starts two to three weeks later than community colleges and universities; and

**WHEREAS**, superintendents report that the calendar misalignment makes it nearly impossible for high school students or recent winter graduates to take courses at a nearby community college or university during the second semester; and

**WHEREAS**, exams for Advanced Placement and International Baccalaureate classes are given on the same day nationwide, and the current calendar law shortens the amount of time North Carolina's students have to learn the material before test day; and

**WHEREAS**, it is well-documented through multiple studies that children will experience a phenomenon known as summer learning loss, which has a disproportionate impact on low-income children; and

**WHEREAS**, long summer breaks can also negatively impact child nutrition, as low-income children who have access to regular meals at school through the free and reduced priced meal program may not have access to regular meals at home; and

**WHEREAS**, with little flexibility built in to the calendar, scheduling make-up days is extremely challenging; and

**WHEREAS**, fall sports and band begin August 1, schedules for extracurriculars have not changed to coincide with the State-mandated school calendar; and

**WHEREAS**, local boards of education are best equipped to understand the balancing act of meeting the community's needs and maximizing student success; and

---

**WHEREAS**, restoring local control of school calendars will allow local boards of education to best meet the calendar preferences of the families, educators, and businesses in our community while allowing for innovative experimental approaches to improve student achievement.

**THEREFORE**, be it resolved that the Yancey Board of Education requests that the Yancey Board of County Commissioners pass a resolution in support of calendar flexibility.

**ADOPTED** by the Yancey County Board of Education this 3<sup>rd</sup> day of December, 2018.

  
\_\_\_\_\_  
Hon. Angie Weatherman, Chair  
Yancey County Board of Education

Attest:

  
\_\_\_\_\_  
Clerk

COUNTY MANAGER  
Lynn Austin



COMMISSIONERS  
Jill Austin  
David Grindstaff  
Mark Ledford  
Johnny Riddle  
Jeff Whitson

## YANCEY COUNTY

110 Town Square, Room 11 • Burnsville, North Carolina 28714  
PHONE: (828) 682-3971 • FAX: (828) 682-4301

### RESOLUTION

#### SUPPORTING LOCAL CONTROL OF SCHOOL CALENDARS

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**WHEREAS**, local boards of education are best equipped to understand the balancing act of meeting the community's needs and maximizing student success; and

**WHEREAS**, restoring local control of school calendars will allow local boards of education to best meet the calendar preferences of the families, educators, and business in our community while allowing for innovative experimental approaches to improve student achievement.

**THEREFORE**, be it resolved that the Yancey County Board of Commissioners are in support of the local school boards setting the school calendar.

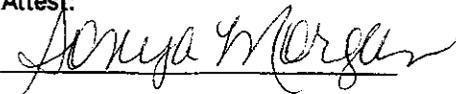
**ADOPTED** by the Yancey County Board of Commissioners this 14<sup>th</sup> day of January, 2019.



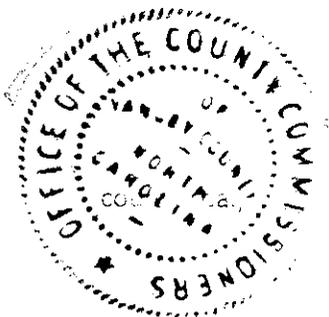
Jeff Whitson, Chairman

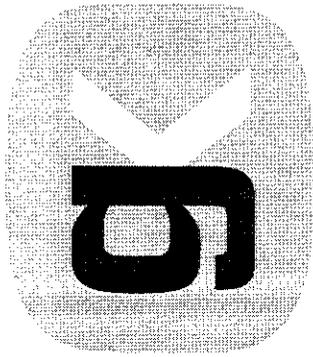
Yancey County Board of Commissioners

Attest:



Sonya Morgan, Clerk to the Board





**GOULD KILLIAN  
CPA GROUP, P.A.**

CERTIFIED PUBLIC ACCOUNTANTS

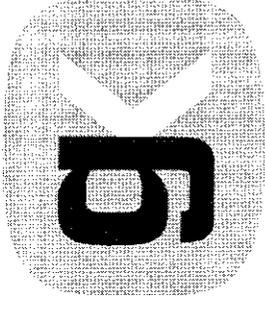


**YANCEY COUNTY**  
**2018 Annual Financial Report**

# Audit Summary

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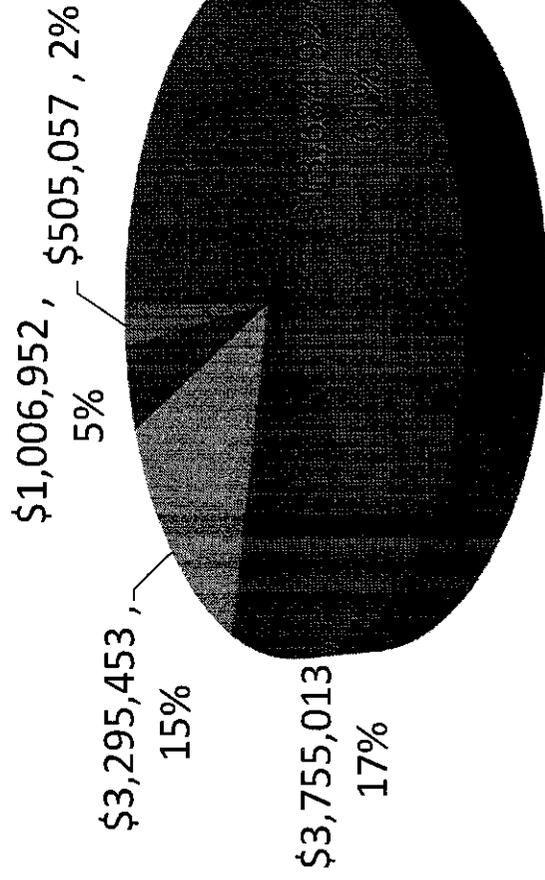
- Thank you for allowing us to serve as your auditors
- We issued an unmodified (clean) opinion on the June 30, 2018 financial statements
- We reported no material weaknesses in internal control over financial reporting
- We reported noncompliance and a significant deficiency in internal controls in the Medicaid program and Daysheets
- Special thanks to Brandi, Lynn, and the staff of the finance department, and Rick and the staff in DSS, for their hard work and cooperation in completing the audit



# General Fund Summary

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## Revenues



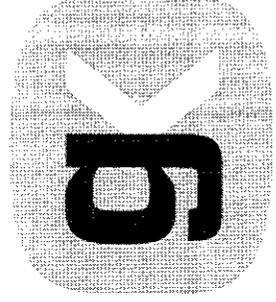
■ Ad Valorem Taxes

■ Local Option Sales Tax

■ Restricted Intergovernmental

■ Sales and Services

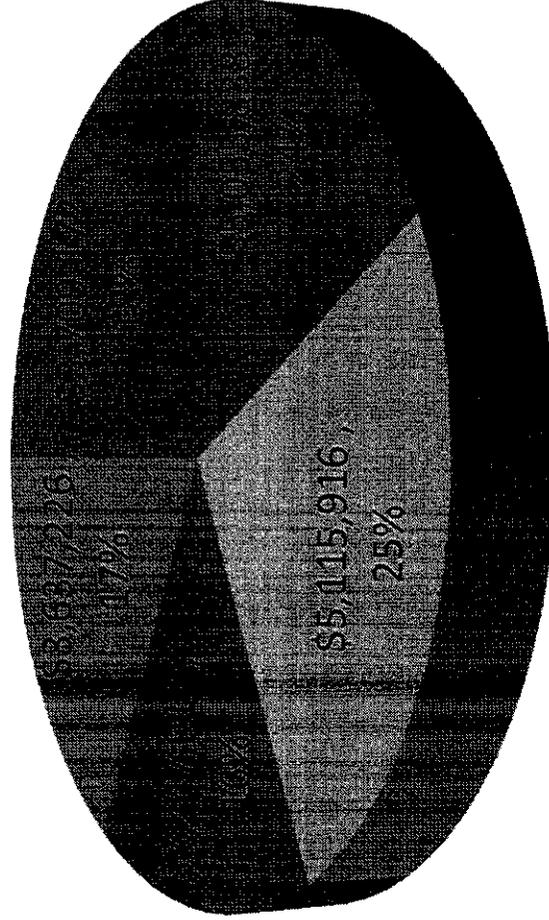
■ Other



# General Fund Summary

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## Expenditures



■ Education

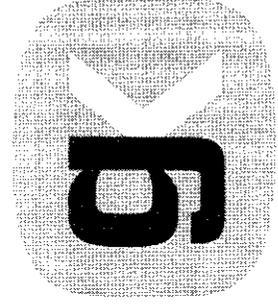
■ Public Safety

■ Human Services

■ General

Government

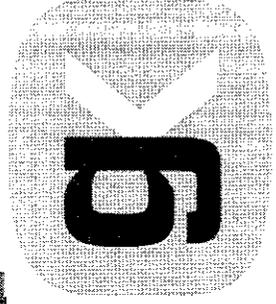
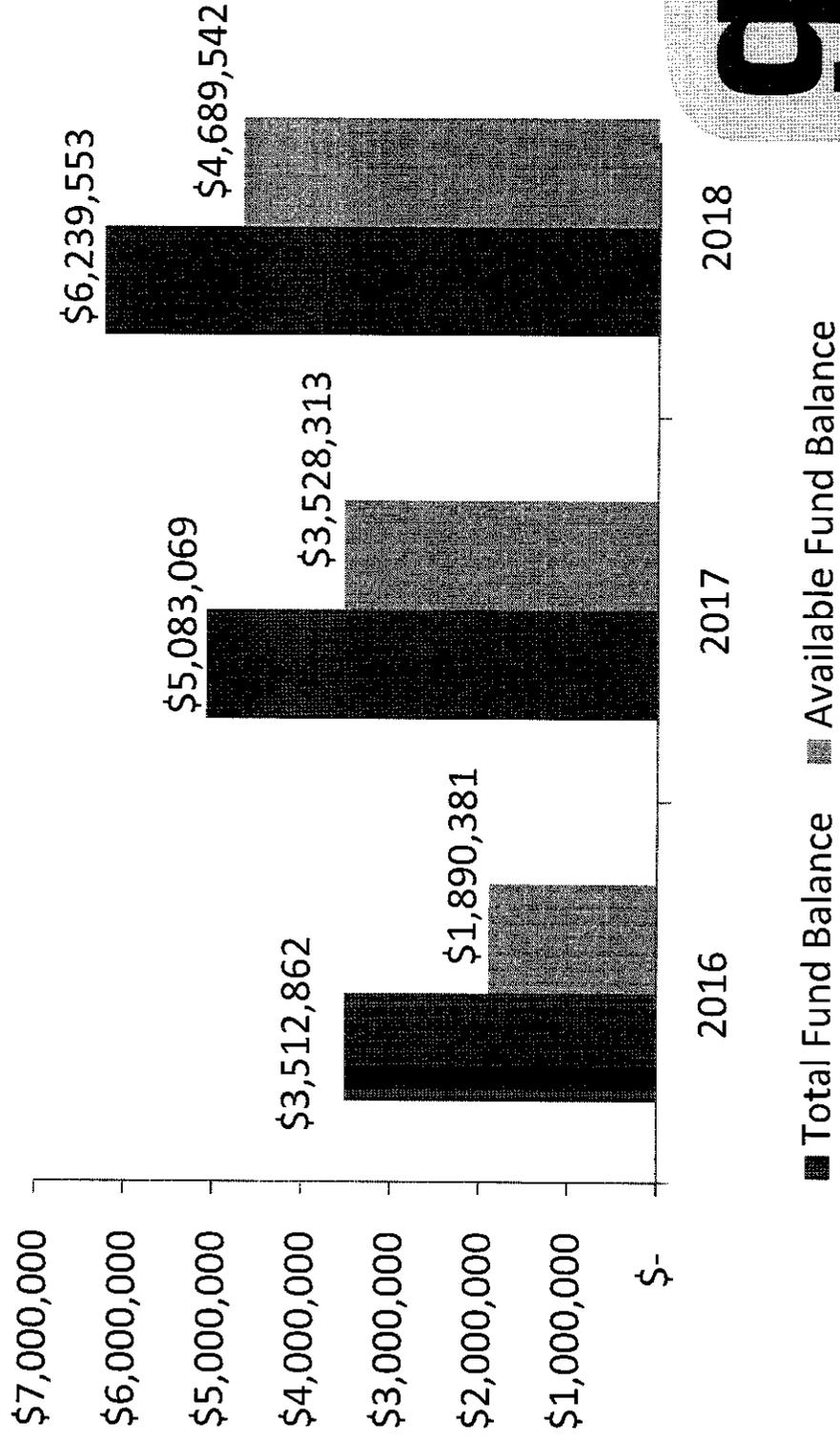
■ Other



# General Fund Summary

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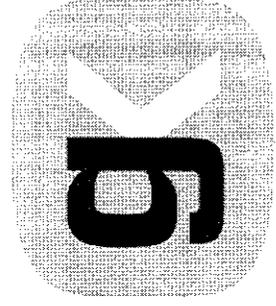
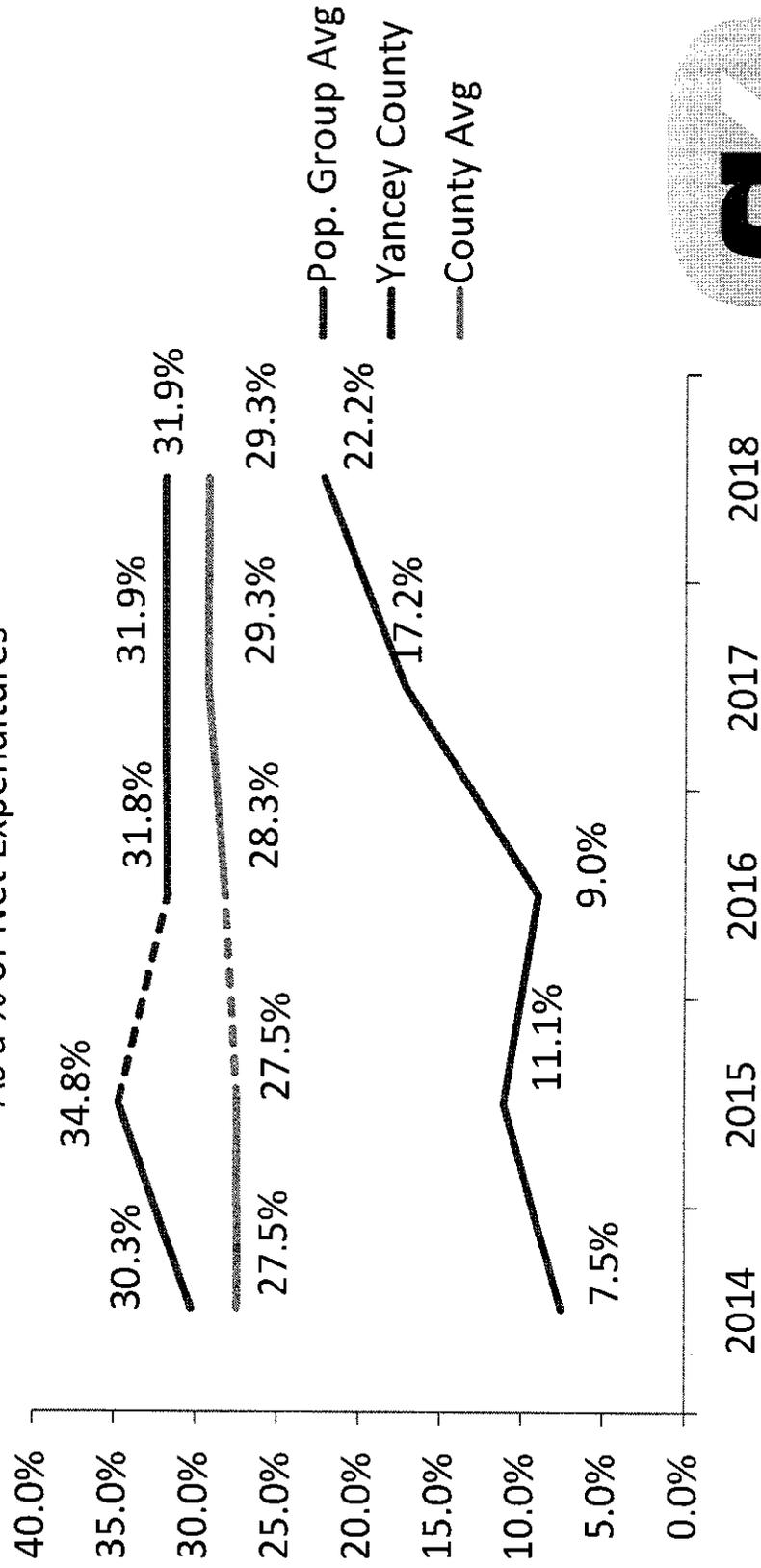
## Fund Balance Available



# General Fund Summary

## Fund Balance Available

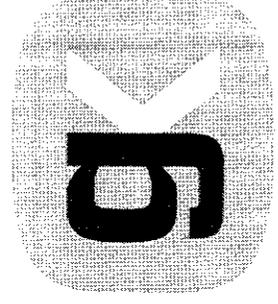
As a % of Net Expenditures

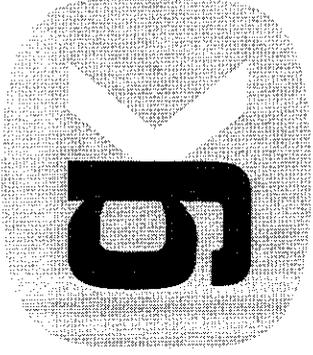


# Property Tax Collection

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	2017	2018	Budgeted 2019
Property tax rate	0.6000	0.6000	0.6000
Current year \$ collected (incl. MV)	\$ 13,377,933	\$ 13,388,381	\$ 13,700,861
Current year % collected (incl. MV)	98.24%	98.26%	98.24%





**GOULD KILLIAN  
CPA GROUP, P.A.**

CERTIFIED PUBLIC ACCOUNTANTS

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**YANCEY COUNTY**  
2018 Annual Financial Report



Attachment L

**W.A.M.Y. COMMUNITY ACTION, INC.**

225 Birch Street, Suite 2  
Boone, North Carolina 28607-2688  
Telephone: 828.264.2421 Fax: 828.264.0952  
Email: [info@wamycommunityaction.org](mailto:info@wamycommunityaction.org)

Bobbie Willard, Chairperson

Melissa Soto, Executive Director

January 3, 2019

Attention County Clerks:

You will find enclosed six copies of WAMY Community Action's application for Community Service Block Grant funds.

Please make sure each County Commissioner and the County Manager receive a copy of this grant and the cover letter. It is a requirement that we share our application with each Commissioner and that they are given at least 30 days to comment. As you can see, this application is due February 15, so we must get this to the Commissioners no later than January 15.

Please note, no vote or approval is required. We simply need to get this to the Commissioners so that they have at least 30 days to review and comment prior to our submission of the grant.

There is a form attached that you must sign (in blue ink) and have notarized attesting that the grant application was distributed. Thank you for your prompt attention to this. The signed certification can be scanned and emailed to [sarah@wamycommunityaction.org](mailto:sarah@wamycommunityaction.org)

If you have any questions, please let me know. Either I or Sarah Freer, my assistant, will be following up with you on this in a week or so.

Sincerely,

Melissa Soto  
Executive Director

Cc: Bobbie Willard, Board Chair

**AVERY COUNTY**  
723 Cranberry Street  
Newland, NC 28657  
828-733-0156

**MITCHELL/YANCEY COUNTY**  
496 A Balsam Avenue  
Spruce Pine, NC 28777  
828-766-9150

"W.A.M.Y. Community Action, Inc. is an equal opportunity employer, program, and lender. Auxiliary aids and services are available upon request to individuals with disabilities."



Community Services Block Grant [CSBG]
Documentation of Submission to County Commissioners

Background: The North Carolina Administrative Code [10A NCAC 97C.0111 (b)(1)(A)] requires that each CSBG grant recipient submit its Community Anti-Poverty Plan [grant application] to each County Commissioner Board that it serves.

Instructions: This form is to be completed and notarized by the Clerk to the Board.

Agency Name: WAMY Community Action, Inc.

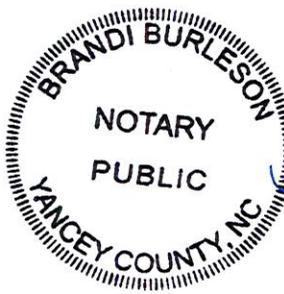
County: Yancey

Date of Application Submission: 1/9/2019 (in Agenda packets)

[Note: This application should be submitted to the County Commissioners at least thirty [30] days prior to application submission to the Office of Economic Opportunity [OEO]. The grant application is due to OEO February 15, 2019.

Clerk to the Board should initial all items below.

- Initials and text: The agency submitted a complete grant application for Commissioner review.
Initials and text: The Clerk to the Board will be responsible for assuring that the application is distributed to the Commissioners.
Initials and text: Commissioners' comments provided those to the agency. (If applicable)



Sonyia M. Proctor, Clerk to the Board, Date 1/14/2019

Brandi Burlison, Notary, Date 1/14/19

my commission expires 10/13/2023



## W.A.M.Y. COMMUNITY ACTION, INC.

225 Birch Street, Suite 2  
Boone, North Carolina 28607-2688  
Telephone: 828.264.2421 Fax: 828.264.0952  
Email: [info@wamycommunityaction.org](mailto:info@wamycommunityaction.org)

Bobbie Willard, Chairperson

Melissa Soto, Executive Director

January 3, 2019

Attention County Managers and County Commissioners:

Please find attached WAMY Community Action's application for Community Service Block Grant funds. This is the grant that we receive each year to provide our Total Family Development Program. Total Family Development works with low-income families that have educational or employment goals to help them rise above poverty and become self-sufficient.

So far this year, we have served 48 clients, with 16 of those already coming above 125% of the federal poverty guidelines. Not only do these families come above poverty, they soar! On average, graduates of our program leave earning \$25,233 more than when they came in. Clients leave earning as much as \$50-\$60,000 per year as nurses, social workers, teachers, etc. These are low-income people that are becoming middle class, tax paying contributors to our community that are no longer receiving public assistance.

This grant is the final year of a three year grant so there are no significant changes from last year. Please note, no vote or approval is required. We simply need to get this to you as our Commissioners so that you have at least 30 days to review and comment prior to our submission of the grant.

If you have any questions, please let me know. At some point, once we get the grant submitted, we would love to do a presentation to you on the great results this program is having in your community.

Sincerely,

Melissa Soto  
Executive Director

Cc: Bobbie Willard, Board Chair

**AVERY COUNTY**  
723 Cranberry Street  
Newland, NC 28657  
828-733-0156

**MITCHELL/YANCEY COUNTY**  
496 A Balsam Avenue  
Spruce Pine, NC 28777  
828-766-9150

"W.A.M.Y. Community Action, Inc. is an equal opportunity employer, program, and lender. Auxiliary aids and services are available upon request to individuals with disabilities."

# North Carolina Department of Health and Human Services

## Division of Social Services



### Community Services Block Grant Program

Fiscal Year 2019-20 Application for Funding

Project Period July 1, 2019 – June 30, 2020

Application Due Date: February 15, 2019

Agency Information			
Agency:	WAMY Community Action, Inc.		
Federal I.D.	56-0816296		
DUNS Number:	0706286150000		
Administrative Office Address:	225 Birch Street, Suite 2, Boone, NC 28607-5535		
Mailing Address (include the 4-digit zip code extension):	225 Birch Street, Suite 2, Boone, NC 28607-5535		
Telephone Number:	828-264-2421		
Fax Number:	828-264-0952		
<b>Proposed Funding:</b>	<b>CSBG:</b> <b>\$318,826</b>	<b>Additional Resources:</b> <b>\$20,000</b>	<b>Agency Total Budget:</b> <b>\$338,826</b>
<b>Application Period:</b>	<b>Beginning:</b> July 1, 2019	<b>Ending:</b> June 30, 2020	
Board Chairperson:	Ms. Bobbie Willard		
Board Chairperson's Address: (where communications should be sent)	225 Birch Street, Suite 2, Boone, NC 28607-5535		
Board Chairperson's Term of Office (enter beginning and end dates):	10/2015 – 10/2019 (2 <sup>nd</sup> term)		
Executive Director:	Melissa Soto		
Executive Director Email Address:	<a href="mailto:Melissa@wamycommunityaction.org">Melissa@wamycommunityaction.org</a>		
Agency Fiscal Officer:	Brittany Luxton		
Fiscal Officer Email Address:	<a href="mailto:Brittany@wamycommunityaction.org">Brittany@wamycommunityaction.org</a>		
CSBG Program Director:	Melissa Soto		
CSBG Program Director Email Address:	<a href="mailto:Melissa@wamycommunityaction.org">Melissa@wamycommunityaction.org</a>		
Counties Served with CSBG funds:	Watauga, Avery, Mitchell and Yancey		
Agency Operational Fiscal Year:	July 1 – June 30		

North Carolina Department of Health and Human Services  
Office of Economic Opportunity – Melvin L. Williams, Jr., Director  
2420 Mail Service Center / Raleigh, North Carolina 27699-2420

**Proposed Funding**

**CSBG:** Enter the proposed amount of CSBG funds allocated for FY 2019.

**Additional Resources:** Enter the amount of other resources the agency expects to receive during the 2019 program year. If an exact figure is not known at this time, the best possible estimate.

**Agency Total Budget:** Enter the sum of CSBG and Additional Resources for the period of July 1, 2019 - June 30, 2020.

### Checklist to Submit a Complete Community Services Block Grant (CSBG) Application

Please put a check mark in the appropriate box to show that you have included the completed document with your application. All documents are required with the exception of those that say "if applicable."

Item	Included (✓)
Signed Application Certification (blue ink only)	
Signed Board Membership Roster (blue ink only)	
Board of Directors Officers and Committees	
Board of Directors Community Needs Assurance	
Planning Process Narrative	
Form 210 – Agency Strategy for Eliminating Poverty	
Form 212 – One-Year Work Program	
Monitoring, Assessment and Evaluation Plan	
Form 212A – CSBG Administrative Support Worksheet (if applicable)	
Form 225 – Agency Budget Information	
Form 225N-Budget Narrative	
<u>Appendices (to be attached by the Applicant):</u>	
• Organizational Chart (do not include names)	
• Job Description and Resume for the Agency's Executive Director	
• Job Description and Resume for the Agency's Chief Financial Officer	
• Job Descriptions for all CSBG employees (do not include names)	
• Affirmative Action Plan	
• Documentation of Public Hearings for Initial Planning Process:	
Copy of Public Notice(s) from Newspaper(s)	
Agenda of Public Meeting(s)	
Copy of Attendance Sheet(s)	
Minutes of Public Meeting(s)	
• Documentation for Notice of Intent to Apply:	
Copy of advertisement(s)	
• Documentation of Submission to County Commissioners:	
Notarized document from county clerk	
Commissioners' comments or minutes (if applicable)	
• Cognizant-Approved Indirect Cost Agreement	
• Copy of the Proposal Application submitted to the cognizant agency for approval of the Indirect Cost Rate	
• Cost Allocation Plan (if applicable)	
• Vehicle Registrations ( <i>must be up-to-date and after July 1, 2019</i> )	
• State Certification-No Overdue Tax Debts	
• State Certification-Contractor Certification required by N.C. Law	
• Federal Certifications	
• Cost Allocation Plan Certification	
• Federal Funding Accountability and Transparency Act (FFATA)	

<ul style="list-style-type: none"> <li>Central Contractor Registration(CCR) <i>(must be up-to-date and after July 1, 2019)</i></li> </ul>	
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**Checklist to Submit a Complete Community Services Block Grant (CSBG) Application  
(continued)**

Item	Included (√)
<ul style="list-style-type: none"> <li>IRS Tax Exemption Verification- verifies the agency's 501 (c) (3) status <i>(must be dated after July 1, 2014)</i></li> </ul>	
<ul style="list-style-type: none"> <li>Conflict of Interest Policy <i>(must have been approved within the past 5 years and must be notarized)</i></li> </ul>	
<ul style="list-style-type: none"> <li>Contractual Agreements/leases <i>(must be current within contract period)</i></li> </ul>	

**Community Services Block Grant Program  
Fiscal Year 2019-20 Application for Funding  
Certification and Assurances**

**Public Hearing on the Initial Plan**

We herein certify that a public hearing as required by 10A NCAC 97B .0402 Citizen Participation in the Application Process occurred on December 13, 2016 for the initial planning process for the agency's current project plan and the agency has maintained documentation to confirm the process of the public hearing.

For multi-county providers, indicate the date and the county the hearing was held.

Date	County	Date	County
12/13/16	Avery		

**County Commissioners' Review**

We herein certify that the application for this project period was submitted to the Board of County Commissioners for review and comment on \_\_\_\_\_ as required by 10A NCAC 97C .0111(b)(1)(A).

For multi-county providers, indicate the county and date the application for funding was presented to the Board of County Commissioners as required by 10A NCAC 97C .0111(B).

Date	County	Date	County

**Board of Directors Approval of the Application**

I hereby certify that the information contained in the attached application is true and the Board of Directors has reviewed and approved this application for the Community Services Block Grant Program.

Date of Board Approval: 1/8/19

Board Chairperson: \_\_\_\_\_  
(Signature) (Date)

Finance Committee Chairperson: \_\_\_\_\_  
(Signature) (Date)

### Board of Directors' Membership Roster

Total Seats Per Agency Bylaws	15	Total Current Vacant Seats
Total Number of Seats Reserved for Each Sector	5	5
Total Number of Vacant Seats Per Each Sector	Public	Private
	Public	Private

Name	County of Residence	Community Group/ Area Represented	Date Initially Seated [month/year]	Number of Terms Served [completed]	Current Term Expiration [month/year]
<b>Representatives of the Poor</b>					
1. Marion Krege	Avery	Banner Elk	07/2015	0	7/2019
2. Bobbie Willard	Watauga	Foscoe	10/2011	1	10/2019
3				0	3/2021
4. Melissa Martin	Mitchell	Spruce Pine	7/2016	0	7/2020
5. Jennifer Brown	Watauga	Boone	1/2016	0	1/2020
6.					
<b>Public Elected Officials</b>					
1. Beth Gacek	Avery	Avery County	3/2017	0	3/2021
2. Clayton Harpold	Avery	Avery County	6/2014	1	6/2018
3. Phillip Ray	Yancey	Yancey County	5/2018	0	5/2022
4. Ted Ollis	Mitchell	Mitchell County	1/2015	1	1/2019
5. Kelly Cox	Watauga	Watauga County	9/2018	0	9/2022
6.					
<b>Representatives of Private Organizations</b>					
1. Emily Bish	Watauga	Realtor's Association	1/2015	1	1/2019
2. Michelle Ball	Watauga	High Country Council of Govt's	1/2016	0	1/2020
3. Idania Garcia	Yancey	Mountain Area Health Education	9/2017	0	9/2021
4. Vanessa Letterman	Yancey	Blossman Propane	2/2018	0	2/2022
5. Kaley Brown	Mitchell	Cooperative Extension	11/2017	0	11/2021
6.					

The signature of the Board of Directors Chairperson certifies that the persons representing the poor were selected by a democratic process and that there is documentation on file that confirms the selection of all board members. In addition, by signing below, the Board of Directors Chairperson confirms that the selection of all board members coincides with the directives outlined in the agency's bylaws and that a current Board of Directors Member Profile is on file for each member.

\_\_\_\_\_  
Board of Directors Chairperson



### Board of Directors' Officers and Committees

Note: All committees of the board should fairly reflect the composition of the board (10A NCAC 97C .0109). Be sure to identify the chairperson and other committee positions.

Name	Office	Sector Represented	County Represented*
<b>Officers of the Board</b>			
Bobbie Willard	Chairperson	Low Income	Watauga
Ted Ollis	Secretary/2 <sup>nd</sup> Vice Chair	Public	Mitchell
Emily Bish	Treasurer	Private	Watauga
Idania Garcia	3 <sup>rd</sup> Vice Chair	Private	Yancey
Clayton Harpold	1 <sup>st</sup> Vice Chair	Public	Avery
<b>Committee Name: Audit/Finance</b>			
Emily Bish	Chairperson	Private	Watauga
Beth Gacek		Public	Avery
Ted Ollis	Secretary	Public	Mitchell
Michelle Ball		Private	Avery
Idania Garcia		Private	Yancey
<b>Committee Name: Personnel</b>			
Melissa Martin	Chairperson	Low-Income	Mitchell
Kelly Cox		Public	Watauga
Jenny Brown		Low-Income	Watauga
Marion Krege		Low-Income	Avery
Vanessa Letterman		Private	Yancey
<b>Committee Name: By-Laws</b>			
Clayton Harpold	Chairperson	Public	Avery
Bobbie Willard	Chair	Low-Income	Watauga
Phillip Ray		Public	Yancey
Kaley Brown		Private	Mitchell
<b>Committee Name: Planning &amp; Evaluation</b>			
Clayton Harpold	Chairperson	Public	Avery
Ted Ollis	Secretary	Public	Mitchell
Michelle Ball		Private	Avery
Kaley Brown		Private	Mitchell
Idania Garcia		Private	Yancey
Jenny Brown		Low-Income	Watauga
Bobbie Willard	Chair	Low-Income	Watauga
<b>Committee Name: Public Relations &amp; Fund Development</b>			
Beth Gacek	Chairperson	Public	Avery
Kelly Cox		Public	Watauga
Phillip Ray		Public	Yancey
Emily Bish		Private	Watauga
Vanessa Letterman		Private	Yancey
Marion Krege		Low-Income	Avery
Melissa Martin		Low-Income	Melissa
<b>Committee Name:</b>			
	Chairperson		

\*To be completed by agencies serving multiple counties.

## Community Service Block Grant Board of Directors Contractual Certifications

I, Bobbie Willard (board chairperson name and name of applicant) certify the information in the following categories by initialing each certification and signing below:

- A. Conflict of Interest:** I certify that a Conflict of Interest Policy is in place and that a copy of the policy can be found in the Employee Policy Manual and in the Board Member Handbook. I also certify that all members of the Board of Directors and all staff annually sign "Conflict of Interest" forms and that copies of Board member signatures are kept in the Board Minutes Book while copies of employee signatures are retained in the personnel files.
  
- B. Board of Director Orientation/Training:** I certify that a Board Member Orientation Policy is in place and that it is utilized as new Board members are assigned to the Board. I also certify that all Board members attend an annual Board Training each year and record of such is reflected in the Board minutes. The most recent Board Training occurred on 12/4/18.
  
- C. Agency-wide Audit:** I certify that Burkett, Burkett and Burkett performs an audit annually. The audit is completed each year and submitted for review by the Board. The most recent audit for program year July 1, 2017 – June 30, 2018 was submitted and accepted by the Board at the 12/4/18 meeting and is on record in said minutes.

Certification (Original Signature)

\_\_\_\_\_  
Signature of Chairperson/President

\_\_\_\_\_  
Date

## Community Service Block Grant Certification of Community Assessment

The WAMY Community Action, Inc. (applicant) has conducted a Community Assessment of its service area within the past three (3) years utilizing the following method(s):

(Check one or more of the following methods)

- Surveys of the community(s) - door to door, telephone, etc.
- Review of Records - agency intake forms, program participant records, etc. (may be used with at least one other type of needs assessment; will not meet compliance on its own)
- Review of demographical information - U.S. Census, welfare statistics, unemployment statistics, etc.
- Discussions/information/testimony provided by individuals and community members - social service professionals, agency staff, program participants, etc.
- Public meetings to solicit input on community needs
- Other (Describe) \_\_\_\_\_

The most recent Community Assessment was completed on: May, 2016 (date)

The Community Assessment was completed by: WAMY Community Action, Inc. (agency or contractor)

It is expressly understood that this Community Assessment should include community and consumer input. It is to be used as a basis for prioritizing the needs of the low-income population in the service area and for planning the applicant's projects to meet those needs.

It is further understood that documentation validating that a Community Assessment was completed and is to be retained by the applicant and is subject to review by the Office of Economic Opportunity.

Please provide a 4-5 sentence summary of your most recent Community Needs Assessment:

A majority of the data collected by WAMY suggests employment, transportation and childcare are the three highest areas of need within the four counties. Employment was consistently found within the data regarding employment opportunities beyond tourism and lack of employment training opportunities. Transportation issues were gathered throughout all four counties because of existing rural roads not conducive to public transportation and the inability to afford personal vehicles. Though not much was found through the quantitative data, the qualitative data suggests high levels of need in the area of childcare as well. There were several reports of frustration with the lack of affordable childcare options in the community particularly towards long wait-lists and expenses.

(continue to next page)

The following is a list of needs as prioritized, with community input, through the needs assessment process.

1. Employment	4. Housing
2. Transportation	5. Nutrition
3. Childcare	6.

Certification (Original Signature)

\_\_\_\_\_  
Signature of Chairperson/President

\_\_\_\_\_  
Date

**Community Services Block Grant Program  
Fiscal Year 2019-20 Application for Funding  
Planning Process Narrative**

1. Explain in detail how each of the following was involved in the planning and development of this strategic plan.

- a. Low-Income Community:

Our agency completed our last community needs assessment in the spring of 2016. This report included written surveys as well as personal interviews with low-income members of our communities. 64% of the total surveys received were from individuals who identified themselves as low-income. Overall, employment was reported as the highest need for the low-income population among all four counties.

In addition to the general needs assessment, WAMY conducted customer satisfaction surveys to assess how well current programs are meeting the needs of current clients.

WAMY began collecting information for the next community needs assessment in the fall of 2018. The process began with gathering information from public officials and other human service professionals to narrow down the fields for the assessment. The surveys were then created and distributed to only low-income communities.

- b. Agency Staff:

WAMY CSBG staff meet regularly to discuss the current program, evaluate what is working, and identify challenges that need to be addressed. All staff indicated that the caseloads are much easier to manage and that the reduction has resulted in more meaningful contact with current clients. The emphasis on short-term training has been successful. Targeting clients with employment goals in occupations in demand has led to tremendous growth in family's income and self-sufficiency.

However, all staff agrees that the program needs to open up to allow for the inclusion of families that may not be ready for self-sufficiency. We would like to serve more Limited Financial Assistance clients this year and possibly connect them with other services in the community to help them in their struggle for self-sufficiency. In the past program year, those we helped have averted homelessness, job loss, and have been able to stay warm because of the financial assistance we were able to provide. It is notable that volume increases as the weather gets colder and other heat assistance programs run out of funding. In addition, the application process is not always congruent with an emergency situation timeline leaving some clients searching for other sources of assistance. Other suggestions were given and have been incorporated into the agency strategy.

We would also like to allow for clients that may be working toward self-sufficiency, but have farther to go than others. This would include those that are working on GED or High School diplomas or those that are seeking training in areas that are not paying a living wage, but that are stepping stones along the way.

Both staff and Board worked on the agency strategic plan. This plan is reviewed and updated annually and includes goals and outcomes for community, low-income individuals and the agency. The Executive Director has received certification as a Nationally Certified Roma

Implementer and worked with staff and Board to ensure that the plan was developed based upon the ROMA principles. A new strategic plan will be developed in the Spring of 2019.

c. Agency's Board Members:

Each year at our annual retreat, the WAMY Board of Directors works with staff to develop a strategic plan for the agency. This plan includes the specific goals and objectives for the CSBG program. The Board reviews progress on this plan at each meeting and the Planning and Evaluation committee receives regular updates on the CSBG program's progress. This application for CSBG funding was reviewed and approved at the January 8, 2019 Board meeting.

2. Describe how and what information was gathered from the following key sectors of the community in assessing needs and resources during the community assessment process and other times. These should ideally be from each county within your agency's service area:

a. Community-based organizations:

WAMY is a leader in bringing other human service providers together in all four counties. We have started and continue to participate in interagency meetings in all four counties. These meetings allow other agencies to come to the table and discuss their programs and services and do immediate referrals. During these meetings, there is often discussion about the needs in the communities and brainstorming about ways to meet those needs. These meetings consist of the High Country Service Providers, which is Watauga County. This group meets quarterly and consists of over 25 members from youth organizations, community college representatives, homeless shelters, domestic violence, Vocational Rehabilitation, WIOA, Independent Living, health providers, children's services, emergency assistance, DSS, the local library, etc. The Avery Women's Group is a small group of concerned women that meet monthly. This is a group that consists of women from the gated communities in the area, local churches, 4-H, domestic violence, New Opportunity School for Women, High Country Women's Fund, Habitat and more. There is also an Avery, Mitchell, Yancey Interagency Group that meets quarterly that is made up of all these agencies.

From these interactions, several task forces have been formed to deal with different issues. For example, in Watauga County, a Dental Assistance Team was formed to try to address the need for low/no cost dental care. In Avery County, a group was formed to work on creating a micro-industry to allow low-income women in the area to earn income. Opioid task forces have been formed in both Mitchell and Yancey County.

During the initial phase of our latest community needs assessment, WAMY began by sending surveys to local community based organizations to get their input on the primary needs in the community. These agencies typically have their finger on the pulse of the community and gave WAMY a good place to start with the community needs assessment. Based upon these results, the areas focused on in the surveys of the low-income community were child care, employment, transportation, and housing.

b. Faith-Based Organizations:

The Avery Women's Group is led by the pastor of Crossnore Presbyterian who is a leader in the faith community in Avery County. She is passionate about Avery County and is a wealth of information about the needs of that community. We also have connections with local churches within each county. In Yancey County, we work closely with Reconciliation House, which is an emergency assistance ministry through the Yancey County Ministerial Association. In both Watauga and Mitchell, WAMY works with individual churches in each small community to

identify and meet individual needs as they arise. In most of these cases, the churches help with emergency assistance for low-income families and reach out to WAMY to see if we can share this costs.

c. Private Sector:

WAMY's Executive Director sits on the local Workforce Development Board. This gives us direct insight into the needs of local employers and what they are seeing as the biggest barriers to employment from their perspective. In February 2018 the NC Works Commission released a study on the needs of employers in NC. At the Workforce Development Board meeting, local employers discussed this study and compared it to what they are seeing locally. This was invaluable information to us as we begin pulling data for our 2019 Community Needs Assessment. WAMY also belongs to the Chambers of Commerce in all four counties and is active at all Chamber events.

What we have heard from this sector is that they have trouble finding employees that have the "soft skills" they need to keep a job, they can't find applicants that can pass drug tests, or that new hires lack problem solving skills. These are all things that we are incorporating into our case management when we work with our Total Family Development clients.

d. Public Sector:

Each of our county health departments complete an annual State of Health report. We use the information in these reports as a supplement to our Community Needs Assessment. The data in this report includes information on substance abuse, mental health, and social determinants of health including education, employment, and nutrition. We are using this data to build a strong housing department that includes more air quality improvements. We received additional funding through the NCCAA and hope to use data from these State of Health reports to raise more funds to address these issues.

WAMY's Executive Director has served on a Housing Task Force in Watauga County for several years. This group has worked to identify a location and funding for mid-level income housing for the County. This is a definite community need that has been identified numerous times. Unfortunately, this past year, the "official" Task Force was disbanded due to lack of support from the Town of Boone. The group will continue to work on ways to meet the housing needs, but without official support of the local government.

Child care has been identified as a need in all four of our counties for decades. WAMY has tried to address this to the best of our capability; however, we are limited in our funding and impact. Watauga County just passed the building of a new recreation facility and WAMY is involved in efforts in Mitchell County to bring a YMCA to that county.

In the initial phases of our Community Needs Assessment process for 2019, surveys were sent to all public sector officials to get their input on the needs in their communities. This information was combined with the results from the other community based organizations to narrow down the focus areas for the low income surveys. This information resulted in focus areas of child care, employment, transportation, and housing.

e. Educational Sector:

WAMY's Youth Development staff is very involved in the educational system in our four county area. They are active in the State of the Child initiatives in both Watauga and Avery County and have been meeting with school personnel, 4-H providers and other child care providers in Mitchell County to determine what specific needs there are in that county.

Each year, all of our counties hold Back to School festivals and part of the planning of those events is meeting together to determine what the needs of students are. These preliminary planning events include all agencies that work with children and are a wealth of information on the needs of students in each county. Needs typically include clothing, hair care, school supplies (especially backpacks), vision and dental care, and transportation to the event.

In addition to K-12 education, we have very close relationships with all the local secondary education providers in our area. Surveys were sent to Mayland Community College, Caldwell Community College, Appalachian State University and Lees McRae to determine their perception of need in the community. We also regularly meet with the WIOA providers who are also affiliated with Mayland Community College.

Our Total Family Development staff meet with the Access program at ASU each semester to discuss the needs of their students and to determine if there are any services that WAMY can provide. The Access program works with low-income students who are the first in their family to attend college. The TFD staff does the same with the SOAR program at both Caldwell and Mayland. This information is used to help us design our CSBG program and to ensure that we are providing relevant case management to our clients and making appropriate referrals. Some of the information we have received from these meetings has led to the development of pre-emptive discussions with some of our students regarding mental health issues and referrals to on-campus resources for counseling.

3. Describe your agency's method and criteria for identifying poverty causes including how the agency collected and analyzed qualitative and quantitative data in identifying those causes.

WAMY used data from our community needs assessment that was completed in the Spring of 2016. Information in this assessment was compiled from surveys that were distributed to local human service agencies, clients, board members, and our online community. Overall, 215 surveys were received. WAMY also utilized information from the US Census Bureau, local State of the Health reports, and a Comprehensive Economic Development Survey that was completed by the High Country Council of Governments. All data was then combined to give the agency the most comprehensive picture of the demographic, economic and social conditions of our four county area.

The following poverty causes and conditions were identified:

- 1) Income
- 2) Health
- 3) Employment
- 4) Housing
- 5) Childcare
- 6) Transportation
- 7) Nutrition

In reviewing these results and creating WAMY's strategic plan, the Board opted to focus on education, employment and childcare as primary targets for the agency. Secondary issues to address included health and housing. The causes were ranked based on the alignment with WAMY's mission and current level of involvement. WAMY's Total Family Development program will continue to help families who have educational and employment goals. We will also expand to include some families who have longer range goals and some Limited Financial Assistance clients who need a one-time intervention to get back on their feet. In addition, the agency will work to

expand the housing department to address more homes, including repairs and rehabilitation; and to address health issues of the family through air quality. The agency is working to address the child care issue by offering a summer camp program and expanding afterschool. We are also beginning to work on expanding our Youth Development options into other counties.

Employment - Residents of each county in our service area are typically employed in a service or trade industry. In general, these jobs are lower paying, leaving many residents at or below the poverty level. Watauga County's highest job sector is food and service followed closely by sales. This is due in large part to the local tourist industry. Avery County's largest sector is sales while Mitchell and Yancey's largest sector is administrative work. While each county has varying top sectors, the top 4 for each county heavily overlap one another. Overall, our four counties have unemployment rates that are in line with the state average of 4.5: Avery at 3.7, Mitchell 3.3, Watauga 5 and Yancey 4.9. Results from the WAMY community needs survey showed that 51% of those reporting income were employed. 25% were receiving Social Security, and 7% received Supplemental Security Income. Employment was ranked as the highest need for the low-income population among all four counties. The data supports the theory that many people are working, but are still unable to rise above poverty. Our CSBG program is addressing that by focusing our efforts on occupations that clients can begin as entry-level, but have the option of moving up with additional experience or education. Currently, these sectors include business, health occupations and education.

Education - North Carolina's high school graduation rate is fairly high at 86.9 %; however, each of our counties has a fairly high percentage of adults over 25 without a high school diploma: Watauga at 12, Avery at 21, Mitchell at 18.3, and Yancey at 16.6. These are troubling numbers as more jobs are requiring higher education leaving a significant amount of the population without jobs. This is a problem for our workforce. This data has led us to focus on clients searching for entry level jobs that have the potential for growth and promotion. The healthcare field is an example of this. A client may get a job as a Nursing Assistant, then add a few classes and move up to a Licensed Practical Nurse and then on to the Registered Nurse. WAMY has established a close relationship with the community colleges in our service area and also work very closely with the WIOA program to assist adults who need additional education and/or training to succeed in their occupation.

For the upcoming year, we would like to expand our Total Family Development program to include more families working toward a GED/High School Diploma and those working toward certificates instead of degrees. While these families may not immediately rise above poverty, they will be making a significant difference in their lives and will be moving in the right direction toward self-sufficiency.

Childcare - The availability and affordability of childcare is also an important factor. WAMY respondents reported a high level of concern around the availability of childcare, the expense of childcare, and summer childcare options. Even more specifically, there was a reported need for childcare options for parents seeking advanced education and degrees. It appears that the quality of the childcare that is available is outstanding; however, there just isn't enough. North Carolina continues to have more working mothers with young kids than the national average. This makes the need for childcare in this state that much greater. Watauga County, in particular, has child development centers with waiting lists of 200+ and childcare subsidies for the low-income are unreliable and very restricted. To address this need, WAMY opened a summer camp program in 2015 in the western end of Watauga County. This program offers the lowest cost camp in the county and scholarships for low-income families. Enrollment more than doubled during the first 2 years of operation. In Avery County, WAMY partners closely with the 4-H summer camp programs as well.

Work is underway to expand our afterschool and/or summer programs into other counties as well. Watauga County just approved the construction of a new youth recreational facility and WAMY is excited to partner with other agencies to provide youth programming that may be needed. We are also working with other agencies in Mitchell County to encourage the YMCA to build a facility in that County. A new YMCA might be the conduit WAMY needs to be able to offer after school and summer programming for that County.

Health and Housing – Data received indicated that 42% of those surveyed had not sought medical attention when they needed it. This is primarily due to the cost of health care being too expensive and a lack of insurance coverage. An astonishing 34.4% of North Carolina residents at or below 200% of poverty are uninsured. This leaves many unable to afford medical attention when needed, thus, leading to more chronic conditions CSBG clients are informed about the availability of Medicaid and coverage under the Affordable Care Act; however, the information is changing so quickly and the future is uncertain.

Affordable housing was reported as a need in all four counties, especially Watauga County. With the University, most of the housing available is student housing. It is extremely expensive and undesirable to low income families. WAMY participates in a task force that is working to bring some mid-income housing to the county. We also work with the local housing authorities to find suitable housing for our clients. WAMY is expanding our housing department to include programs that provide repairs and rehabilitation services in addition to Weatherization. The housing stock in all of our counties is very old and lacks sufficient insulation. By getting these homes up to standards, WAMY is helping low-income families remain in their current dwelling.

WAMY is also working to raise funds to improve the housing of low-income families so that the health of the family can be affected as well. Studies have shown that people with COPD, allergies, asthma or other conditions are adversely affected by wood stoves, carpet, dirty ductwork and other housing issues. If we can use our Housing Department to make some improvements there, we are improving both the housing and the health of the family.

4. Describe activities that your agency has undertaken to advocate for and empower low-income individuals and families to achieve economic independence and security.

WAMY's mission is to partner with communities and families to provide the disadvantaged the support and tools they need to become self-sufficient. We have high expectations of our clients and make sure they know that from the beginning. Our client families are included in the planning and development of our Total Family Development program through the community needs assessment, customer service surveys and interviews. In addition, WAMY asks all of our clients to become WAMY Ambassadors and pay it forward by doing presentations, writing their personal story, writing thank you notes, or even posting on Facebook. We have low-income participants working on a Development Committee for the agency to help plan fundraisers and increase awareness. Not only do all of these activities boost client's self-esteem, they educate the community about the unique issues facing those in poverty.

Clients in our Total Family Development program are active participants in their plan. They are responsible for taking actions toward their goals and realize that the Family Development Coordinators are only there to support them – not to do the work for them. They are responsible for finding the quotes when they need car repairs, they have to learn to negotiate better deals on purchases, etc.

WAMY is a leader in bringing other human service providers together in all four counties. We have started and continue to participate in interagency meetings in all four counties. These meetings allow other agencies to come to the table and discuss their programs and services and do immediate referrals.

WAMY has been very involved with a group of women in Avery County that is working to meet the needs of low-income families. This is a very informal group that meets monthly to talk about individual family needs, agency needs and community needs. This group has begun developing a micro-industry in the County that would give low-income residents an opportunity to earn income. This is in the early stages, but there are currently a small group of women that are creating handmade items to sell at craft fairs and online to make extra income for their families.

WAMY also advocates for the low-income through participating in events to bring awareness to poverty across the region. We participate in discussions and forums in all four counties to make sure poverty is at the forefront of county discussions and issues brought before local governments. One of the long-term goals in our 2015-2018 strategic plan was to hold a poverty summit event in each county and this has been accomplished in 3 out of the 4 of our counties.

In Watauga County, WAMY serves on the Appalcart Transportation Advisory board and has been fighting to make sure the transportation service provides routes that are convenient to families that do not live in the city limits. The current system is designed primarily for students; however, it should be available for all residents and could be a huge benefit to low-income families who are trying to get to work or school but cannot afford to live inside the city limits.

5. Describe how your agency plans to make more effective use of, coordinate and form partnerships with other organizations and programs including: State welfare reform efforts; public and private resources; religious organizations, charitable groups, and community organizations.

WAMY currently leads and/or hosts interagency meetings in all of our counties. These groups meet quarterly to discuss their services and programs and also to make specific requests and referrals. Our staff is encouraged to get involved and serve on other agency boards and committees. We currently have staff sitting on four Rotary in an effort to get civic groups more involved through volunteerism and philanthropy. Staff also sit on transportation advisory boards, State of the Child boards, Department of Social Services Boards, Workforce Development Board, etc.

We work very closely with the Workforce Innovation and Opportunity Act providers to coordinate services to ensure there is no duplication. Relationships have been built with these providers so that information and clients can be shared. This allows for clients to receive more services and for providers to coordinate resources for efficient service delivery.

WAMY has also partnered local chapters of the NAACP to bring a car care program to the Latino community and are actively participating on numerous opioid task forces in an effort to educate the public about opioid abuse.

For the past few years, WAMY has been the recipients of a Wells Fargo grant through the High Country United Way for our Total Family Development program. This private foundation is perfectly aligned with our mission of self-sufficiency. This grant has enabled us to provide services to our clients over and above what the CSBG grant allows. We also work closely with an

organization called Quiet Givers, which is a crowd funding organization that often helps us with specific needs that we are unable to meet with in-house resources.

The Hospitality House, the only homeless shelter in our four-county area, offers a program called RISE. It is a program for individuals that are just beginning their journey to self-sufficiency. Many of them are homeless, getting out of domestic violence situations, or just starting over. We are working to partner with this program so that the graduates can then transition into our Total Family Development program to continue along the path to Self-Sufficiency.

6. Describe how your agency will establish linkages between governmental and other social services programs to assure the effective delivery of such services to low-income individuals, to avoid the duplication of such services and to fill identified gaps in services, through the provision of information, referrals, case management and follow-up consultations.

WAMY Community Action, Inc. acts as a clearinghouse for community needs in all of our counties. We stay informed about the available resources and make daily referrals to our community. Our phone systems have been connected so that all calls come through our main office and the staff person that answers the calls is well versed in all resources in all four counties. That way, all the information given is consistent, relevant and accurate.

WAMY staff lives by the saying, "If you see it, or if you hear you, you own it." That means when someone calls for help, it is that staff's responsibility to connect them to the right source. That may mean making some phone calls on the customer's behalf, following up on referrals, or providing the service directly.

WAMY's participation in the Avery County women's group has greatly improved the coordination and referral process in that county. Agencies are able to see how they can combine services and assist people more effectively and with less duplication. Regular meetings make it possible to follow-up on referrals and see where people are falling through the cracks or not following through.

CSBG staff has a close working relationship with the WIOA providers in our counties. Many Total Family Development clients are also participating in WIOA which allows for a much more holistic approach to services. Staff from the two programs meet regularly to discuss progress and to determine the best course of action moving forward. This consistent communication eliminates duplication and increases the client's likelihood of success. It also allows for each program to use resources in the most efficient manner possible

7. Provide a description of how your agency will support innovative community and neighborhood-based initiatives related to the purposes of the Community Services Block Grant (fatherhood initiatives and other initiatives with the goal of strengthening families and encouraging effective parenting).

WAMY is involved with many community initiatives that address issues such as housing, transportation, child development and energy.

WAMY has been involved in the Watauga County Housing Task Force since the inception in the early 2000s. The Task Force was formed to develop a plan for meeting the needs of mid-level income families in Watauga County. These are families that cannot afford to live within the County due to the high cost of rental housing and affordable housing. Over the years, this group has worked with land developers, property owners, various employers and both the town and county to

make this a reality. Unfortunately, to date, this has not been successful. While the official Task Force has disbanded, the group continues to meet and work toward a solution. The need for housing is still great and would affect most of our families as they transition out of low-income housing and begin looking for mid-level income homes.

WAMY is also a partner in the Avery County and Watauga County Children's Collaborative and the Watauga County Community Care Initiative. These groups provide resources and information on issues surrounding children and families. They plan and hold a back to school event in each county each year which provides free resources for hundreds of low-income children prior to the beginning of the school year. They also educate child care providers on the long-term effects of childhood trauma, best practices, food and nutrition, etc.

Most recently, the agency became involved with a transportation advisory committee working to redesign the current Appalcart system in Watauga County. The transportation system is free to anyone that lives in the city limits; however, it is seen predominately as a University system. WAMY staff is trying to ensure that the transportation system includes other areas of the County and remembers to include other members of the community in discussions and designs for improvement, especially low-income neighborhoods.

The agency is also involved with a collaborative in Watauga County working on streamlining and coordinating programs that provide food and/or nutrition to low-income families. We hope to promote and improve our gardening program through this collaboration.

In addition, WAMY provides space for many parenting groups, domestic violence support groups, and a bi-lingual preschool in our Family Resource Center.

8. Describe activities that your agency has undertaken or plans to undertake, on an emergency basis, for the provision of such supplies and services, nutritious foods and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals.

WAMY works very closely with agencies that provide emergency food assistance, including the Health and Hunger Coalition, FARM Café, Volunteer Avery, Reconciliation House and area churches. WAMY staff is very familiar with the schedules for food distribution so we are able to make immediate referrals. The agency also just joined a collaborative in Watauga County to improve coordination and referrals between the many programs offering food and nutrition services.

WAMY also operates a gardening program that provides \$50 garden vouchers to low-income families. They can use these vouchers to buy seeds, plants, fertilizer and canning/freezing supplies so that they can have a home garden. This program saves the family money on their food, but also keeps many seniors active and healthy. Total Family Development clients get priority for this program and are encouraged to apply.

WAMY operates a Care Closet in response to the need for personal hygiene, cleaning and household supplies. These items are not able to be purchased with SNAP or WIC benefits leaving many families without these common necessities. This Closet is available to CSBG clients and many donated items are available to any low-income family.

**Community Services Block Grant Program  
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9. Describe how your agency will coordinate the provision of employment and training activities with entities providing activities through statewide and local workforce investment systems under the Workforce Innovation and Opportunity Act. Provide the dollar amount of your allocation that will go towards employment training.

WAMY has a very close relationship with the WIOA service providers in our four counties. We meet with the WIOA staff very often, sometimes weekly, to discuss potential referrals and to ensure that services are not being duplicated. We have found that this partnership works very well, with the WIOA program paying for school expenses, and CSBG funds being used for support costs. This allows us to provide a full spectrum of services and support to the client. In addition, when there is an orientation for new NC Works customers, WAMY staff are often invited to attend and present information about our services.

Our office in Yancey County is located within the NC Works Center which allows for regular interaction and communication between the two programs. In addition WAMY's Executive Director is a member of the Workforce Development Board, which gives the agency a great window of insight into the needs of the workforce in our four-county area.

Currently, we do not allocate any CSBG funds toward employment training. We refer clients needing this service to NC Works or the local community college for training. If there is a cost, CSBG funds may be allocated; however, in most cases, these services can be provided for free.

10. Describe how your agency will ensure coordination with the emergency energy crisis intervention program under title XXVI (relating to low-income home energy assistance).

WAMY works with each Department of Social Services to ensure that our customers and others who inquire about services know about the application process, the basic eligibility and availability of energy assistance. WAMY also leaves information about our Weatherization and other housing programs at the Department of Social Services so that they may refer those requesting assistance to us for energy retrofits.

Earlier this year, staff attended information sessions at the local Department of Social Services to learn more about this program and to obtain written information to pass along to clients. As calls come into our offices for this assistance, staff are able to give accurate information and make immediate referrals.

11. Describe the needs of low-income youth and your agency's efforts to promote increased community coordination and collaboration in meeting the needs of low-income youth.

The services available for low-income youth vary from county to county. In Watauga County, the leading youth provider is the Western Youth Network (WYN). WAMY works very closely with WYN

and refers many clients to their programs. WYN offers both afterschool and a summer program for middle-school aged children. They also offer a mentoring program similar to Big Brothers/Big Sisters. The only other after school program in Watauga County is offered by the Board of Education and, unfortunately, is fairly expensive and not really accessible by the low-income. Summer camp programs fill up quickly and must be pieced together to allow parents to cover the entire summer. WAMY offered our first summer camp program in 2015. The Mountain Adventure Days camp is the most affordable summer camp in the area, at only \$75 per week. In addition, partial and full scholarships are available for low-income families. Last year, over 60% of families were able to receive a scholarship.

WAMY provides services in all schools in Avery county, including a new program at the High School. Community Kids offers mentoring and tutoring to students who are identified as at-risk. We also work closely to offer summer programs in coordination with the Avery County 4-H office.

Currently, there are no organized after school programs in Mitchell County. WAMY has been in contact with the Superintendent to discuss partnering to provide a program in that county. We would also be interested in providing summer programming in that county. One of our newest Board members works with youth through the 4-H program in Mitchell County and we hope to coordinate some additional services through that connection.

Yancey County has an organized after school program as well as summer camp offerings. WAMY partners with youth providers in that county to offer financial education and life-skills to middle school aged children. The State Employees Credit Union has offered several "Reality of Money" events in that county and WAMY has volunteered and participated in those.

Childcare for kids under 5 is an issue in each of our four counties, but especially in Watauga. Some of the leading daycares in the county have waiting lists with over 200 names. WAMY has set a long-term goal of addressing childcare, including after school, in all four counties. We are exploring options such as opening a non-profit daycare, providing small business loans to help people open home daycares, and expanding summer programs.

12. Describe your agency's method for informing custodial parents in single-parent families that participate in CSBG programming about the availability of child support services. In addition, describe your method for referring eligible parents to the child support office[s].

During intake, any customer that may be eligible for child support is encouraged to apply for that income. Often, clients are afraid that they will lose custody or have to deal with the absent parent. In that case, they are informed about the process and urged to collect any money that is due to them. Referrals to the local child support enforcement office usually take place via telephone while the client is in the office.

**Community Services Block Grant Program  
Fiscal Year 2019-20 Application for Funding  
OEO Form 210**

**Agency Strategy for Eliminating Poverty**

**Planning Period:** July 1, 2019 – June 30, 2020

**Section I: Identification of the Problem (use additional sheets if necessary)**

1. Give the Poverty Cause name(s), rank the poverty cause(s) and identify which one(s) the agency will address.

Poverty Causes are ranked according to the number of responses received per cause and alignment with the agency's mission.

- 1) Lack of employment \*
- 2) Lack of transportation
- 3) Childcare
- 4) Affordable housing
- 5) Availability of healthy food

2. Describe the poverty cause(s) in detail in the community with appropriate statistical data (include data sources).
  - (A) Explain why the problem exists.

**Lack of Employment:**

A look at the employment situation in Watauga, Avery, Mitchell and Yancey Counties serves to explain some of the poverty and income issues illustrated in the agency's Comprehensive Community Needs Assessment. All four counties have a high number of jobs in the retail field which are typically lower paying positions. Yancey's highest sectors are retail and manufacturing. Health care was a large sector in Mitchell and Watauga Counties where there are in-county hospital facilities. The highest sector for Watauga County was accommodations and food or hospitality. This is due to local tourism and is typically seasonal and/or part-time employment.

The High Country's current employment scene explains part of the poverty and income issues in the area as depicted in the Community Needs Assessment. Each county has a high number of employment opportunities in service and trade sectors which, in general, offer a lower wages than others. In addition, a large part of the job market is comprised of seasonal positions due to tourism.

Avery, Mitchell and Yancey Counties have unemployment rates that are in line with the state average. This data serves to verify the results from the WAMY survey that showed 51% of those reporting income were employed. 25% were receiving Social Security, and 7% received Supplemental Security Income. People are working, but they are not earning a living wage. Employment was ranked as the highest need for the low-income population among all four counties. However, in some cases, it isn't a lack of employment; but, a lack of employment paying a living wage.

**TOP OCCUPATIONS PER COUNTY**

<b>Watauga</b>	<b>Avery</b>	<b>Mitchell</b>	<b>Yancey</b>
Food and Serving	Sales	Administrative	Administrative
Sales	Administrative	Production	Construction & Extraction
Administrative	Construction & Extraction	Sales	Sales
Education, Training & Library	Food & Serving	Construction & Extraction	Production

Source: DataUSA

As you can see from the chart above, the top occupations are often service related and low-wage jobs. In 2016, the NC Justice Center reported that, since 2009, NC has seen an increase of 21% in the number of people earning poverty wages. This is the second highest in the South and the 6<sup>th</sup> highest in the nation.

(B) Identify the segment of the population and give the number of people experiencing the problem.

As you can see from the chart below, Watauga and Yancey have the highest poverty rate in our four-county region.

<b>County</b>	<b>Number Living in Poverty</b>	<b>Poverty Level State Average 16.8%</b>	<b>Unemployment Rate State Average 4.5% (November 2017)</b>
Avery	2,154	14.7%	3.7%
Mitchell	2,263	15.4%	3.3%
Watauga	13,556	28.3%	5%
Yancey	3,419	19.6%	4.9%

Source: US Census Bureau

(C) Provide demographic information of those adversely effected inclusive of:

(a) Gender

<b>Gender</b>	<b>Watauga</b>	<b>Avery</b>	<b>Mitchell</b>	<b>Yancey</b>
Male	26,657	9,573	7,433	8,689
Female	26,764	7,962	7,722	8,916
Total	53,421	17,535	15,155	17,605

Source: US Census Bureau

(b) Age

Even more alarming that the poverty level in our four counties, is the number of children living in poverty.

County	Children Living in Poverty NC Average 16.2%
Avery	17%
Mitchell	22%
Watauga	22%
Yancey	25%

Nearly 10% of North Carolina workers between the ages of 25-34 were unemployed in 2013, compared to 7.8% of workers 35-44, 7.6% of workers 45-54, 6.8% of workers 55-64, and 5.9% of workers 65 and older.

(c) Race/Ethnicity for the agency's service area

As show in the chart below, our counties are mostly Caucasian, with Watauga and Avery having the highest percentage of other ethnicities.

Race/Ethnicity	Watauga	Avery	Mitchell	Yancey
White	96.4%	93.2%	97.7%	97.2%
African American	1.7%	4.3%	.8%	1.4
American Indian	1.4%	1%	.7%	.8%
Asian	1.4%	.9%	.6%	.3%
Other	1.6%	2%	.9%	1%

Source: U.S. Census Bureau

(D) Explain how the persons are adversely affected.

The following Living Wage Calculator was developed by MIT university and clearly illustrates how difficult it can be to live on minimum wage in our four county region. The wages shown below are only available for high-skilled positions that require some type of secondary educati, whether it be a vocational certificate or a four-year degree. Lower skilled workers must settle for jobs that pay minimum wage. That is why WAMY is striving to assist these workers to increase their education and training so that they may be competitive for higher paying positions.

County	Living Wage (1 Adult and 1 Child)
Avery	\$23.06
Mitchell	\$22.39
Watauga	\$24.00
Yancey	\$22.61

Source: Living Wage Calculator - MIT

## Section II: Resource Analysis (use additional sheets if necessary)

### (A) Resources Available:

Agency Resources: WAMY's CSBG Total Family Development program offers assistance to families with an educational or employment goal. The program combines comprehensive case management, close partnerships with other service providers, and financial resources to provide a wrap-around approach to serving families. The Total Family Development program seeks to assist families who are interested in gaining employment or improving their current employment situation. Many of the clients we serve are working toward a training curriculum that will lead to a certificate or degree in an occupation in demand in our local area.

The Total Family Development program is committed to helping low-income people become employed in a position that allows them to rise above the federal poverty guidelines and become self-sufficient. WAMY understands that self-sufficiency is about more than income. It is about education, determination and empowerment. Our Family Services Coordinators work with the family to see the progression toward their goals. They may move from unemployment to an entry-level job. Then, an additional class or two will help them move up to a better paying position. Even after employment, WAMY will continue to work with the family on establishing career ladder opportunities.

The Total Family Development Program also works to help low-income families retain employment. Sometimes getting the job is the easiest part. They may need uniforms, licenses, tools, etc. that they cannot afford until they get a paycheck. Families will also need assistance with basic expenses such as childcare, housing, and transportation when they begin to lose their state benefits in these areas. During this transition, WAMY will provide extensive financial counseling to give them the tools they need to manage their income. WAMY will continue to provide employment supports to ensure that they are able to maintain that employment until they can get on their feet.

This year, we are also going to work with clients for whom self-sufficiency may be a longer-term goal. They may be working toward a GED or High School diploma or may be just entering the labor force. We understand that not every family will be at the same level on the self-sufficiency scale, but we strive to help them move up from wherever they are starting. We also plan to continue to offer Limited Financial Assistance to families where a one-time financial intervention could have a significant impact on their lives.

Another agency resource is our Care Closet. This program was created to provide low-income families with supplies that they can't purchase with Food Stamps. Items such as cleaning supplies, paper products, feminine products, laundry detergent, etc. We also offer clothing for interviews and work when needed. Many of these items are donated by local civic groups and private citizens.

Our agency has also been able to leverage funds to support our Total Family Development program from local foundations and grants. In 2018, more than \$26,000 was raised to assist TFD clients.

WAMY also assesses each client for their eligibility for all agency services. We inquire about their housing situation to determine if they could benefit from weatherization. If they are interested in a home garden, they are referred to our gardening program. If they need childcare in the summer, those in Watauga County are eligible for our Mountain Adventures Days camp. Also, many of our clients in Avery County have access to our Avery Youth Opportunities after school program for their children.

Community Resources: WAMY partners with many other agencies to ensure that our clients receive all the services they are eligible for. We work very closely with the NC Works Centers in all four counties to address the lack of education/training. WAMY has many clients that are co-enrolled into the Workforce

Innovation and Opportunity Act program, which allows us to leverage resources and provides additional emotional support for the client. When our clients move into job search, they are all referred to the NC Works Centers in the counties to get assistance with resume preparation and job search.

Both Caldwell Community College and Mayland Community College are aware of our program and make referrals on a regular basis. Our Family Services Coordinators often make presentations to classes and have tables set up during registration to recruit appropriate customers. We also works with the SOAR program at both community colleges and the ACCESS program at Appalachian State University.

WAMY has been fortunate to have funding partners in the community that believe in the mission of our program and help to fund services to our clients. We receive funding from the Wells Fargo Foundation through the High Country United Way to provide additional resources to our Total Family Development clients.

(B) Resources Needed:

Agency Resources: WAMY provides many critical programs and services to our communities, and we are fortunate to have federal and local resources for those. However, funding for our administration is extremely limited. Most grants and even local donors want their funds to go directly to program expenses; however, the agency has to maintain administrative staff and all the costs associated with that. Our administrative cost rate has been approved at 17%; however, CSBG is the only program that pays their fair share of that expense.

Another resource that is needed is a centralized system for intake and data collection. We currently operate 7 programs and have several different mechanisms for collecting program data and reporting. Each year when we do the CSBG Annual Report, we are reminded how difficult it is to pull all this data together to create a comprehensive report with relevant data. We need a system that will allow us to, not only track client services, but to track community referrals, partnerships, staff development, etc.

WAMY also is searching for an economical, electronic alternative to our purchase order process. Currently, there is a form that must be signed by a supervisor before a purchase is made. Then, there are additional forms that must be completed after the purchase. All this paper and the various signatures that are required slow down the process and makes it too easy for things to become lost.

Community Resources: WAMY's Comprehensive Community Needs Assessment indicated a huge need for childcare resources in all four of our counties. In some cases, the need is for afterschool and summer care; while in others, there is a waiting list of over 200 for daycare. Our Board has set this as a priority, but WAMY cannot solve the problem alone. We need to partner with other agencies and local government officials to address this problem.

All four of our counties also have a huge need for emergency assistance funding. In most cases, the only source of funds for this is local churches and this is extremely limited. This is one reason we have amended our CSBG program to include Limited Financial Assistance.

### **Section III: Objective and Strategy**

(C) Objective Statement: To bring 11 families above the federal poverty guidelines and assist them in maintaining that income for at least 90 days.

- (D) Community Needs Assessment: Please summarize the primary needs of your community as determined through the Community Needs Assessment, and explain which of those are Family, Agency, or Community Needs, and why. The last comprehensive community needs assessment was completed in May 2016. That assessment showed the community needs as Education, Employment, and Child Care.

Education is both a family and community need. Families need more education in order to obtain higher paying employment opportunities. Businesses in the community need more qualified applicants for the positions they have open. WAMY is addressing education as a family need by offering assistance to low-income families with educational goals.

Employment is a family and community need. All of our communities need better employment opportunities as defined by higher wages and more hours. It is also a family need in that our low-income families need access to better jobs with better wages. WAMY is addressing employment as a family need by helping families get training and linking them to better job opportunities.

Child care is a family, community and agency need. Families need access to affordable child care so that they can work and/or go to school. The communities need more day care centers, and summer camp offerings and the agency needs more funding to provide summer camps and scholarships for low-income families to take advantage of opportunities that are available. WAMY is addressing this as both a family need by assisting with child care costs for clients and as an agency need by locating funding and writing grants to start a summer camp program.

**Community Services Block Grant Program  
Fiscal Year 2018-19 Application for Funding  
One-Year Work Program  
OEO Form 212**

Section I: Project Identification							
1. Project Name:	Total Family Development						
2. Poverty Cause Name:	Lack of employment						
3. Objective Statement:	To bring 11 families above the federal poverty guidelines and assist them in maintaining that income for at least 90 days.						
4. Selected Strategy:	Provide both educational and employment supports along with comprehensive case management to assist clients in gaining employment that brings their family above poverty and into self-sufficiency.						
5. Project Period:	July 1, 2019	To	June 30, 2020	Plan Year	3	of	3
6. CSBG Funds Requested for this Project:	\$318,826						
7. Total Number Expected to Be Served:	40						
a. Expected Number of New Clients	17						
b. Expected Number of Carryover Clients	23						

**Community Services Block Grant Program  
Fiscal Year 2019-20 Application for Funding  
One-Year Work Program  
OEO Form 212 (continued)**

Use the tables below to enter your agency's targeted outcome results. The performance measures will be included in the agency's CSBG contract.

All CSBG grantees operating self-sufficiency projects are required to enter program targets in Table 1. Please refer to *Performance Measures and Outcomes Definitions* on page 7 of the Fiscal Year 2019-20 CSBG Application Instructions. If your agency operates more than one project, you will also need to complete Table 2 on the following page and also enter specific program targets. There should be one table of outcome measures per project.

<b>Table 1 Outcome Measures for Project 1 (enter project name)</b>	
<b>Measure</b>	<b>Expected to Achieve the Outcome in Reporting Period (Target)</b>
The number of participant families served.	40
The number of low-income participant families rising above the poverty level.	11
The number of participant families obtaining employment.	9
The number of participant families who are employed and obtain better employment.	4
The number of jobs with medical benefits obtained.	2
The number of participant families completing education/training programs.	12
The number of participant families securing standard housing.	1
The number of participant families provided emergency assistance.	3
The number of participant families provided employment supports.	20
The number of participant families provided educational supports.	20
The average change in the annual income per participant family experiencing a change.	This measure does not require a target but must be reported.
The average wage rate of employed participant families.	This measure does not require a target but must be reported.

**Community Services Block Grant Program  
 Fiscal Year 2019-20 Application for Funding  
 One-Year Work Program  
 OEO Form 212 (continued)**

Table 2 Outcome Measures for Project 2 (enter project name)	
Measure	Expected to Achieve the Outcome in Reporting Period (Target)
The number of participant families served.	

**Community Services Block Grant Program  
Fiscal Year 2018-19 Application for Funding  
One-Year Work Program  
OEO Form 212 (continued)**

9. For Community Action Agencies that serve multiple counties, provide a breakdown of the expected *number of persons served* in each designated county in the table below. Show the total number of persons served in the table.

Number of Families to be Served Per County						
<b>Agency Name: WAMY Community Action, Inc.</b>						
<b>Project Name: Total Family Development</b>						
<b>County</b>	<b>Watauga</b>	<b>Avery</b>	<b>Mitchell</b>	<b>Yancey</b>		<b>Total</b>
<b>Total Planned</b>	20	5	7	8		40
<b>Project Name:</b>						
<b>County</b>						<b>Total</b>
<b>Total Planned</b>						

**Community Services Block Grant Program  
Fiscal Year 2019-20 Application for Funding  
Monitoring, Assessment and Evaluation Plan**

1. Describe the role and responsibilities of the following in the assessment and evaluation of agency programs.

- a. Board of Directors: The WAMY Board of Directors reviews and approves the CSBG funding application each year, as well as the Total Family Development Policy and Procedures manual. Program performance is reported at each Board meeting as part of our agency Strategic Plan, including status of goals/outcomes as well as expenditures. In addition, a CSBG staff member or client is asked to present to the Board at least once each year. This gives the Board an opportunity to ask questions and hear about the program first-hand.

The Planning and Evaluation committee of the Board is responsible for regularly reviewing performance and customer satisfaction data for all agency programs. This committee creates and analyzes the results of our annual customer service survey. They also receive a copy of all monitoring reports from granting agencies, and regular updates on stated goals and outcomes, and customer satisfaction data.

- b. Low-Income Community: The low-income community is involved in the planning process for the CSBG program through their responses to the Community Needs Assessment and the Customer Satisfaction Survey.

The low-income community is also represented on the Board of Directors and the Planning and Evaluation Committee as required. Information on the progress of our programs, as well as success stories, etc. is shared with the low-income community through our newsletter, press releases, our website and social media.

- c. Program Participants: Customer satisfaction surveys are conducted annually by our Program Assistant and the Planning and Evaluation Committee of our Board. Surveys are sent to all participants and measure their satisfaction with the agency, the program and the staff. This data is used to fine-tune program design and to improve service delivery. Customers are informed on the progress of our program through quarterly newsletters, press releases, our website and social media.
- d. Others: The results of our Community Needs Assessment include responses from the general public, local elected officials and businesses. This information is used to shape our program and agency strategic plan for the upcoming years. Staff make regular presentations to community groups to encourage collaboration and referrals. WAMY leads or is highly involved in inter-agency councils in all four counties. We welcome input from these groups on ways to improve our service delivery and get our message out to the community. WAMY often presents to the county commission in each county and welcome any input or suggestions they may have. In addition, quarterly activity reports are sent to the county commissions summarizing agency activities.

2. Describe the systematic approach for collecting, analyzing and reporting customer satisfaction data to the Board of Directors.
  - Customer satisfaction surveys are created and approved by the Planning and Evaluation Committee of the Board annually. Those surveyed include customers, the general public, Board members, and staff.
  - Surveys are administered annually by the Program Assistant who uses information from AR4CA to send surveys to all customers. Smaller surveys are given to people who are not current clients and the Board and staff surveys are hand delivered.
  - Surveys mailed to customers will include a stamped self-addressed envelope and will be returned to the attention of the Program Assistant. Board and staff surveys are also returned to the Program Assistant.
  - WAMY's Program Assistant compiles the results of the surveys and prepares a summary. All surveys and summaries are grouped by source and presented to the Planning and Evaluation Committee for review.
  - The Planning and Evaluation Committee reviews the surveys and makes recommendations to the full Board for any program changes or updates to the strategic plan.
  
3. Describe how administrative policies and procedures are monitored by the Board of Directors.
  - Although the Board of Directors empowers the Executive Director to handle administrative policies and procedures, they are involved in the adoption of such policies. The agency's employee handbook, fiscal procedures, and procurement procedures are reviewed and approved by the appropriate Board committee when changes or adjustments in policy are made.
  - The employee handbook and fiscal procedures manuals are reviewed by an attorney a minimum of once every five years.
  - The Agency succession plan is reviewed and updated as needed. This plan is approved by the full Board.
  - The Board of Directors reviews the agency by-laws annually to ensure that they are appropriate and are being adhered to.
  - The Board uses private auditors to annually audit the fiscal operations of the agency, including contract compliance.
  - The CSBG program submits a program policy and procedures manual to the Board annually for their approval.
  
4. Describe how the Board acts on monitoring, assessment and evaluation reports.

The agency shares monitoring data with the Planning and Evaluation committee of the Board of Directors. If a monitoring or progress report is less than favorable, the Planning and Evaluation committee will ask the appropriate program director to meet with them and discuss what the challenges are and how to best overcome them. In some cases, program directors will be asked to create an action plan for meeting their goals or correcting issues that were noted. All action taken by the Planning and Evaluation Committee is reported to the full Board.
  
5. Describe the Board's procedure for conducting the agency self-evaluation.

WAMY's Board and staff work cooperatively each year to update the agency's strategic plan. This plan is reviewed periodically with the Board throughout the year to inform them of progress toward goals and objectives. The Executive Director, along with key administrative personnel and Board will conduct an annual agency risk assessment. The results of this assessment will be discussed and reviewed at the annual retreat. Criteria evaluated will be strength of administrative policies and staff, board understanding and participation, agency financial health, and effectiveness of the agency's strategic plan.

With the implementation of the Organization Performance Standards, WAMY is continuously undergoing self-evaluation and assessment. The Planning and Evaluation Committee along with the Program Assistant monitors our progress on these standards regularly and any shortcomings are immediately addressed.

6. Summarize the results of the Board's most recent self-evaluation. Describe how the information has been or will be used to develop the agency's next Strategy for Eliminating Poverty. Indicate the timeframe and planned activities for the next evaluation.

In the Spring of 2016, key administrative staff and Board members completed the agency risk assessment provided by the Community Action Partnership. This was a very comprehensive process that measured every operation of the agency, from physical risks to liability. The report was 115 pages of very specific advice and things to consider. This report was shared with the Board and key areas were highlighted. The results were used to prepare our strategic plan for the 2016-2019 periods. The assessment exposed a need for increased Board and staff training, the addition of several policies in our employee handbook and increased safety protocols.

Our Board and staff also review the self-evaluation for the Organizational Performance Standards. Progress is reviewed and documentation is gathered throughout the year.

The next comprehensive agency self-evaluation is scheduled for March of 2019 and will be used during the strategic planning session at the annual Board retreat. The agency is using the Dayton SCORE Nonprofit Organizational Assessment tool. The assessment will be completed by key staff and board members.

**Community Services Block Grant Program  
Fiscal Year 2018-19 Application for Funding  
CSBG Administrative Support Worksheet  
OEO Form 212A**

1. Administrative Support requested for (Name of Grant): 21 <sup>st</sup> Century Community Learning Grant	
2. Total amount of Administrative Support requested: \$16,001	
3. Brief description of grant including the name of the funding source: Afterschool program funded by Department of Public Instruction. . This is the only afterschool program in Avery County and is critical for these children and their families.	
4. Total Grant Amount:	\$400,000
5. Give the reason for requesting Administrative Support from CSBG and describe how the funds will be used: (Attach supporting documentation in the Appendices) ) The program only allows 3.776% for indirect cost. Without CSBG admin support funds we would not be able to fully support the program. The grant will only pay \$13,292 for admin.	
6. How will the agency track the CSBG funds used for Administrative Support? Monthly	
7. Basis for determining amount of Administrative Support needed. (Please select either Indirect Costs or Cost Allocation, not both.)	
<b>Indirect Costs</b>	
Indirect Cost Base:	MTDC
Indirect Cost Rate %:	%16
Indirect cost base amount for this grant:	\$352,000
Percent indirect allowed by funding source for this grant:	3.776%
Dollar amount indirect allowed by funding source for this grant:	\$13,462.33
<b>Cost Allocation</b>	
Percent of administrative costs allowed by funding source for this grant %:	%
Dollar amount of administrative costs allowed by funding source for this grant:	\$
8. Actual numerical calculation used to determine Administrative Support needed:	<b>\$352,000 X 16%=56,285 Only requesting \$16,001 from CSBG</b>
9. Administrative Support to be applied: (choose one)	Monthly <span style="float: right;">x</span>
	Quarterly
	Annually

**PARTNERS FOR FISH AND WILDLIFE PROGRAM  
LANDOWNER AGREEMENT**

**Sub-Recipient Agreement to the Cooperative Agreement Award No. F17AC00781 between  
the U.S. Fish and Wildlife Service and Blue Ridge RC&D Council**

This Landowner Agreement (Agreement), dated July 11, 2018 between Yancey County (Landowners), Blue Ridge Resource and Conservation Development Council (Cooperator or BRRCD), and the U.S. Fish and Wildlife Service (USFWS) is entered into pursuant to authority contained in the Partners for Fish and Wildlife Act (P.L. 109-294), the Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.) and the Fish and Wildlife Act of 1956 (16 U.S.C. 742a-j), as amended. This project was selected for funding because the Landowners share a common objective with the USFWS to restore habitat for the benefit of Federal trust species on private lands, and the project supports priority actions identified in the Regional Partners for Fish and Wildlife (Partners) Program Strategic Plan.

The Landowners, of 115 North Main Street & 101 Mitchell Branch Road, Burnsville, NC 28714, hereby agree to participate with the USFWS in conducting certain wildlife management practices on lands owned or managed along North Main Street and Mitchell Branch in Burnsville, Yancey County, North Carolina described as follows: within Parcel ID Numbers 082010361948000 & 082010279370000.

In signing this Agreement, the Landowners join as participants in a wildlife habitat improvement program and grant to the Cooperator and the USFWS authority to complete the habitat improvement project as described in attached Exhibit A. Any donation of supplies, equipment, or direct payment from the Cooperators to the Landowners for carrying out the habitat improvements is included in Exhibit A. The activities conducted pursuant to this Agreement are not to replace, supplement or otherwise contribute to any mitigation or compensation that may be required of the Landowners or Cooperator, or other parties, as a result of any mandated requirements.

The term of this Agreement (also referred to as the habitat retention period) will be completed on July, 11 2028. This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other parties. However, if the Landowners terminate the Agreement before its expiration, or if the Landowners should materially default on these commitments, then the Landowners agree to reimburse the Cooperator prior to final termination for the prorated costs of all habitat improvements placed on the land through this Agreement, and the Cooperator will work with the USFWS to determine how those funds will be used. For these purposes, the total cost of the habitat improvements to the United States is agreed to be \$34,000.00

**Landowners:**

The Landowners, with legal authority over land management decisions, guarantee ownership of the above-described land and warrants that there are no outstanding rights that interfere with this Landowner Agreement.

The Landowners will notify the USFWS and other Cooperators of planned or pending

changes in ownership. A change of ownership shall not change the terms of this Agreement. The Agreement and terms shall be in effect on the described land for the term of the Agreement.

The Landowners agree to allow access (with advance notice) to the USFWS and the other cooperating partners to implement the project described in Exhibit A, and to monitor project success.

The Landowners retain all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.

During the habitat retention period, the landowners must allow the habitat restored under this award to remain in place without interference.

At the end of the habitat retention period, the habitat improvement project will become the sole property and complete responsibility of the Landowners. There shall be no obligation to the USFWS after the term of the Agreement has expired.

The Landowners will be responsible for ensuring all necessary permits are obtained for the project. Technical advice and support will be provided by participating agencies in the application for the permits.

The Landowners and Cooperator agree to identify the USFWS' contribution to the project during public presentations, reports, or other information published about the project, as appropriate.

The Landowners will not be responsible for replacing wildlife habitat developments that are damaged or destroyed by severe acts of nature.

#### **USFWS:**

The USFWS will work with the Landowners and Cooperator signing this Agreement, throughout the entire Agreement term to support actions needed to ensure that the project is designed and constructed per the Agreement and functions as intended.

The USFWS, its agents, or assignees will provide advanced notice prior to accessing the Landowners' property to implement the project described in the work plan, and to monitor project success.

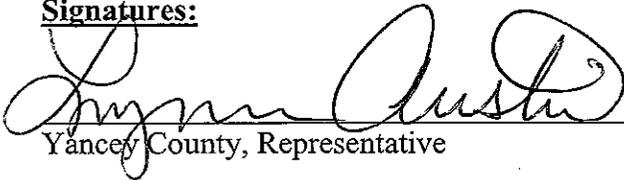
The USFWS assumes no liability for damage or injury other than that caused by its own negligence, on the above acreage. The USFWS does not assume jurisdiction over the premises by this Agreement.

**Spatial Information Sharing:** In accordance with the Privacy Act of 1974, permission must be obtained from the Landowners before any personal information can be released. The only information that can be shared is payment information that is authorized by law. Therefore, Landowners consent is requested to allow for sharing of spatial information about this project solely with conservation cooperators providing technical or financial assistance with the restoration, enhancement or management of fish and wildlife habitat.

We, the Landowners, consent to having spatial information about this project shared with other conservation cooperators

We, the Landowners, do NOT wish to have any spatial information about this project shared with other conservation cooperators

**Signatures:**

  
Yancey County, Representative

1/14/19  
Date

\_\_\_\_\_  
Yancey County, Representative

\_\_\_\_\_  
Date

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Jonathan Hartsell, Executive Director, Blue Ridge Resource  
Conservation and Development Council

Date

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Anita Goetz, USFWS Partners Program Biologist

Date

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Janet Mizzi, USFWS Asheville Field Office Supervisor

Date

## EXHIBIT A

The habitat improvements described below are agreed to by Yancey County, the USFWS, and the Blue Ridge RC&D Council, in a Landowner Agreement dated July 11, 2018. Other partners associated with the project and providing funding, technical assistance, permanent land conservation, or contractual engineering services include the NC Department of Environmental Quality, Yancey County Soil and Water Conservation District, and the Toe-Cane Watershed Coordinator.

### **Project Goals and Benefits:**

- 1) Restore natural riverine processes and stream function along ~400 lf of Mitchell Branch. Realign 150 lf of stream away from the picnic shelter. Re-slope and stabilize banks. Restoration/enhancement will include: providing a naturally stable stream channel with floodplain connection, providing a natural step-pool and riffle-pool sequence to increase bedform diversity, providing natural bank vegetation, improving aquatic habitat, and providing an aesthetically pleasing stream.
- 2) Construct two retrofit raingardens and associated grass swales to capture, treat, and slowly release stormwater flows from the parking lot and building roofscapes.
- 3) Improve South Toe River water quality by reducing sedimentation into Mitchell Branch, a tributary.
- 4) Increase public awareness about the long-term benefits of improved water quality and stream restoration.

**Description of Habitat Improvement Project and Objectives:** The restoration and biostabilization practices are based on natural channel design principles. The contractor will conduct a detailed assessment of existing conditions which includes topographic surveys of the creek and floodplain areas, and an evaluation of site constraints such as property boundaries, driveway boundaries, and utility lines. The designer will use assessment data to inform the design, which is presented on the attached plans. This design (attached) includes the construction of a bankfull bench along the creek, biostabilization of soil using native plant materials and geotextile fabric, and the installation of several rock vanes to maintain channel grade and for habitat complexity.

The objectives of the project are to:

1. Restore natural riverine processes and stream function
  - a. 400 lf stream restoration or enhancement
    - i. Realign 150 lf of stream away from picnic shelter
    - ii. Re-slope and stabilize banks
2. Restore stream riparian and floodplain buffer
  - a. 500 lf of native riparian vegetation restored (average 15' width)
3. Restore and enhance instream aquatic habitat

- a. Riffles and Pools
4. Construct two retrofit raingardens and grass swales to capture, treat, and slowly release stormwater flows from the parking lot and building roofscapes
  - a. These will be the first installed rain gardens in downtown Burnsville
  - b. The grass swale and rain garden would capture and treat the first flush from about 0.4 acre of parking lot and rooftop. Using the Simple Method for estimating loading and assume 100 mg/L of TSS, our preliminary analyses indicate 350- 400 pounds of sediment removal per year.
5. Provide education and outreach to landowners and school groups in the watershed and community related to stream conservation
  - a. Collaborate and work with local school groups (e.g. Mountain Heritage Eco-Club, Burnsville Elementary, etc.) to install riparian plantings and perform post-construction monitoring.

**USFWS will:**

Provide funding to the project as described and in collaboration with the Blue Ridge RC&D in the amount of \$34,000.00.

Provide technical assistance to the project and project partners including assisting with project assessment, reviewing and providing recommendations to project design, performing project implementation monitoring, and performing project monitoring during the habitat retention period of this agreement.

Assist with obtaining project permits and authorizations required from Federal, State and local governments.

Participate in all aspects of project to the maximum extent possible, including education and outreach to landowners, contractors, and other cooperators.

Photodocument project progress to the maximum extent practical.

**The Landowners will:**

Allow conservation partners to access their property to implement and monitor the habitat restoration practices planned (see attached engineering plans) for their property.

**Blue Ridge RC&D Council:**

Provide technical assistance and coordination, as needed to support cooperators for the Work, as is detailed in the Project Plan.

Maintain records of this Agreement for a period not to exceed 15 years in the event that they are needed for a Federal government audit.

Provide the USFWS funds (\$34,000.00) to complete the project as planned.

Provide implementation oversight for the project to the maximum extent possible.

**Additional information as required for the project:**



**Budget Table:**

Object Class Categories <sup>a</sup>					
	Yancey County	USFWS PFW	NCDWR	CFWNC	Totals
Administration	\$	\$3,000.00	\$3,000.00	\$	\$6,000.00
Survey	\$3,000.00	\$	\$	\$	\$3,000.00
Stream Design	\$8,000.00	\$	\$	\$	\$8,000.00
Stormwater Design	\$6,000.00	\$	\$	\$	\$6,000.00
Permitting	\$3,000.00	\$5,000.00	\$	\$	\$8,000.00
Stream Restoration	\$	\$26,000.00	\$14,000.0	\$	\$40,000.00
Grassed swale	\$	\$	\$2,000.00	\$	\$2,000.00
Rain gardens	\$	\$	\$15,000.0	\$	\$15,000.00
Signage	\$	\$	\$	\$3,500.00	\$3,500.00
<b>Totals</b>	\$	\$	\$		\$91,500.00

<sup>a</sup> The total cost-share by the Cooperators, the USFWS, and the Landowner must remain the same, however allocations by category may be redistributed upon prior approval by the USFWS.

Any work to be completed may be modified with the mutual agreement of the aforementioned parties.

**Budget Narrative:**

**ATTACH PROJECT PLANS AND MAP OF LANDOWNER PROPERTY**





**WithersRavenel**

Our People. Your Success.

November 9, 2018

Mr. Jamie McMahan  
Yancey County Planning & Economic Director  
113 Green Mountain Drive, Suite B  
Burnsville, NC 28714

RE: *Cane River School Road Easement Acquisition Project*

Dear Mr. McMahan:

WithersRavenel is pleased to provide the following proposal and scope of services for the negotiation and acquisition of easements related to the Cane River School Road Widening project.

We understand that this work is funded through the North Carolina Department of Transportation and, as such, will need to be administered under the appropriate federal regulations. Our proposal includes managing the project from conception through settlement in accordance with North Carolina Department of Transportation regulations.

If you have any further questions, please don't hesitate to let us know. We are ready to begin work immediately upon receipt of the signed contract.

Sincerely,

Jessica Martin-Lane  
Vice President

## Agreement for Professional Services

### A. PROJECT DESCRIPTION

Yancey County (CLIENT) seeks a firm to provide rights-of-way and easement acquisition and negotiation services for a state-funded road widening project. WithersRavenel (CONSULTANT) proposes to work with the five (5) identified properties along the proposed route, with the understanding that easements and rights-of-way must be negotiated in accordance with federal regulations under the Uniform Relocation Act.

### B. SCOPE OF SERVICES

#### *Task 1 - Inventory of Properties and Review of Existing ROW with NCDOT Division 11*

- A. CLIENT will provide to CONSULTANT existing mapping, surveys, property tax records, project plans, and other items related to the proposed sidewalk route.
- B. CONSULTANT will review properties and existing NCDOT rights-of-way with Division engineers and the Division Rights-of-Way office
- C. CONSULTANT will review all applicable federal regulations relating to ROW acquisition under 23 CFR 710, 49 CFR 490 and NCDOT regulations, to ensure compliance with required regulations.
- D. CONSULTANT will hold an initial meeting with NCDOT representatives to discuss the proposed acquisition process.
- E. CLIENT or CLIENT'S representative will provide a thorough review of the project route and the permanent and temporary easements needed and the proposed impacts on each parcel.
- F. CLIENT and CONSULTANT will discuss the following items to ensure there is a clear understanding for the approach to each:
  - o Easement compensation valuation process and policies;
  - o Process for legal document preparation and the easement agreements;
  - o Creation and execution of necessary subordination agreements by the CLIENT'S attorney; and
  - o CLIENT'S attorney contact information and project introduction.

#### *Task 2 - Preparation of Real Estate Project Files*

- A. CONSULTANT will create a real estate file for each property to be acquired. This will include all documentation necessary under federal guidelines as well as estimates from NCDOT Division engineers and the CLIENT.

**Task 3 – Preparation of Procurement of Certified DOT Appraisal Firm & Early Acquisition Proceedings**

- A. Perform preliminary valuation of easements, based on CLIENT's engineers square foot calculation of needed permanent and temporary easement to determine if any easement is projected to be over \$10,000. Submit calculations to NCDOT for review and consideration.
- B. If NCDOT's review indicates an easement will exceed the value of \$10,000 then an appraiser will need to be procured. CONSULTANT will aid the County in the procurement and selection of the appraisal process.
- C. CONSULTANT will provide selected appraisal firm with all documentation relating to the properties under consideration. {Optional – If needed}
- D. CLIENT'S Attorney to ensure all title searches, deed research, recording, and any other required legal work is performed in a timely manner which conforms to federal regulations.
- E. CONSULTANT will pursue any waiver exclusions (easements estimated under \$10,000) and will submit those to Division 11 Right-of-Way Office for approval. CONSULTANT will compile reports on waiver exclusions, which are determined by the proposed project route, amount of easement needed, tax value, and market value comparisons if necessary.

**Task 4 – ROW/Easement Negotiation and Acquisition**

- A. Prior to the first contact with the property owner, CONSULTANT will study each parcel on the plans and make an on-the-ground inspection of each individual parcel to become familiar with the property.
- B. CONSULTANT will prepare and mail initial letters to each property owner, notifying them of the project, including the standard NCDOT Rights-of-Way Brochure, and requesting contact by owners to begin the process of discussing the project. CONSULTANT will provide an explanation of the necessity for the project and its nature.
- C. CONSULTANT will follow up on the letters with an initial phone call and in-person meeting to review the proposed easement, the survey, and any associated documents, including project plans for the sidewalk route, explanation of the how the property will be affected, review of the acquisition procedure, role of the appraiser, etc. This meeting includes a review of the proposed compensation value and the compensation process and the CONSULTANT will encourage the Middle Fork Greenway to participate in such meetings.
- D. After the first meeting, CONSULTANT will update each file as required, giving special attention to the property owner(s) needs; include appropriate follow-up including the property owner's place of work, telephone number(s) and addresses; obtain exact signature(s) required for the easement document; add the agent's comments regarding the property owner's responses and the apparent attitude regarding the proposed easement; and note any and all special needs in each property owner's file. Maintain copies for the CLIENT and required office files.
- E. CONSULTANT will meet with property owner up to two more times if necessary to address questions, provide solutions, close negotiations, and obtain signatures when possible. If negotiation is not possible, CONSULTANT will provide a written report

detailing all meetings, conversations, and perceived issues and/or solutions attempted during the negotiation process.

- F. CONSULTANT will meet with CLIENT's attorney to ensure all legal work is performed in accordance with federal regulations in recording the agreements.
- G. CONSULTANT will prepare all signed agreements for submission to NCDOT. This includes approval from the Division Right of Way Office for waiver exclusions of easement agreements under \$10,000 {and Area Right of Way Office Approval for easement agreements and appraisals over \$10,000 – if applicable}.

**Task 5 – Preparation of Final Settlement Documents and NCDOT Reports**

- A. CONSULTANT will develop all final settlement documents for submission to NCDOT for approval of the rights-of-way process. This is a requirement under 23 CFR 710 prior to any agreement being fully executed. The final documents required by NCDOT include:
  - Copies of all signed municipal agreements or DOT agreements
  - All waiver valuations for just compensation approval prior to offer (approved by Division Right of Way Office)
  - Explanation of the determined values, including comparable information if used, and copies of approvals of waiver exclusions when applicable
  - Copies of Certified Appraisals for values that exceed \$10,000, approved by the Area Right of Way Office {if applicable}
  - Letter requesting certification
  - Explanation of utility relocation {if applicable}
  - Explanation of displaced person(s) and/or improvement relocation {if applicable}
  - Explanation of purchases prior to funding
  - Signed waiver forms from Local Projects Agency
  - Signed waiver forms from owners, if needed
  - Copies of approved plans, showing existing right of way
  - Parcel numbers preferred on plans
  - Copy of recorded agreements
  - Copy of recorded plats
  - Copies of all offer letters
- B. CONSULTANT will hold a project closeout meeting with the CLIENT, if needed, to review process, outcomes, and future courses of action. CONSULTANT will submit a final project report to the CLIENT for future use.

**C. ASSUMPTIONS**

Our scope of work is based on the following assumptions:

- WithersRavenel will provide easement acquisition support services for no more than five (5) properties.
- CLIENT and CLIENT's engineer will provide engineering plans and surveyor plats that clearly outline the property and project parameters – including permanent and temporary construction easement areas as well as current improvements on the property (such as buildings, sidewalks, driveways, streets, sheds, fences, etc.) along with any mature trees that will need to be removed.
- CLIENT and CLIENT's engineer will provide any known information on parcel owners to WithersRavenel.
- CLIENT and CLIENT's attorney will prepare easement legal agreements for WithersRavenel to use during the acquisition process that will be signed by property owners. Alternatively, the NC DOT form may be used if CLIENT requests.
- CLIENT's attorney will perform all necessary deed research to confirm who holds legal title to each parcel and is who is authorized to be named in the easement and sign the legal agreements.
- CLIENT will handle recording of finalized legal agreements.
- CLIENT's attorney will handle any subordination agreements that arise through the process that need to be executed.
- Proposal does not include expenses associated with the Appraisers services. It is our understanding that the appraiser, if needed, has been secured separately.

#### **D. ADDITIONAL SERVICES**

Services that are not included in Section B or are specifically excluded from this AGREEMENT shall be considered Additional Services. The CONSULTANT will furnish or obtain from others Additional Services if requested in writing by the CLIENT and accepted by the CONSULTANT. Additional Services shall be paid by the CLIENT in accordance with the Fee & Expense Schedule provided at the time of negotiation.

#### **E. CLIENT RESPONSIBILITIES**

During the performance of the CONSULTANT's services under this AGREEMENT, CLIENT will:

- ▶ Assist the CONSULTANT by providing all available information pertinent to the PROJECT, including any reports, maps, drawings, and any other data relative to the PROJECT.
- ▶ Examine all proposals, studies, reports, sketches, estimates, specifications, drawings, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

#### **F. COMPENSATION FOR SERVICES**

CONSULTANT proposes to provide the following Scope of Services to the CLIENT as outlined in this document for Hourly Fee based on actual hours incurred. The anticipated fee is between \$10,000 - \$15,000 plus reimbursable expenses.

#### **G. TIMELINE FOR SERVICES**

CONSULTANT will begin services immediately upon receipt of signed contract.



**H. ACCEPTANCE**

Receipt of an executed copy of this agreement will serve as the written agreement between CONSULTANT and CLIENT for the services outlined.

**Submitted by CONSULTANT:**

WithersRavenel, Inc.  
84 Coxe Avenue  
Suite 260  
Asheville, NC 28801

**Accepted by CLIENT:**

Yancey County Planning and Economic  
Development  
113 Green Mountain Drive, Suite B  
Burnsville, NC 28714

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Jessica Martin-Lane  
Printed Name

\_\_\_\_\_  
Mr. Jamie McMahan  
Printed Name

\_\_\_\_\_  
Vice President  
Title

\_\_\_\_\_  
Yancey County Planning & Economic Director  
Title

\_\_\_\_\_  
jmartinlane@withersravenel.com  
Email Address

\_\_\_\_\_  
jamie.mcmahan@yanceycountync.gov  
Email Address

\_\_\_\_\_  
828-232-6109  
Phone

\_\_\_\_\_  
Phone

November 14, 2018

Nathen R. Bennett  
Yancey County Manager  
110 Town Square, Room 11  
Burnsville, North Carolina 28714

Re: Proposal for Engineering Services  
Cane River Park  
258 Whittington Road, Burnsville, North Carolina 28714

Dear Mr. Bennett,

Anchor QEA of North Carolina, PLLC (Anchor QEA), is pleased to submit this proposal to provide engineering services. This proposal contains background information, our assumptions, and the proposed scope of services, deliverables, and estimated costs for completing this project.

## Background

Cane River Park is located at 258 Whittington Road in Burnsville, North Carolina. The tract of land on which the park is located includes two parcels (property identification numbers 9890-2085-1105 and 9890-0474-3836). The park is owned and maintained by Yancey County. The Cane River flows along the park's southern and western boundaries, where there is an existing levee. Regarding the levee construction, Anchor QEA understands the following:

- The levee is approximately 10 feet high and 1,500 feet long.
- The levee has been in place since the late 1970s.
- The levee is constructed from soil and rock sourced from within the current property boundary.
- Prior to Yancey County's acquisition of the property, the parcel contained a stockpile of old rubber tires, and the levee may be partially constructed with old tires.
- The levee has prevented flood waters from entering the park since the park's construction.

Anchor QEA met with Yancey County officials at the subject property on two separate occasions, September 25 and October 25, 2018. During these site visits, Anchor QEA observed a breach in the levee reportedly caused by recent flooding associated with Hurricane Florence. The breach in the levee is approximately 300 feet long. Yancey County representatives stated that flood waters from the Cane River entered the park through the breach and caused damage to park amenities. Anchor QEA observed a small number of tires in the damaged area of the levee during the site visits. Additionally, Anchor QEA observed an existing pond located within the park boundary that was full of debris. Anchor QEA did not observe any inlet or outlet structures associated with the pond and suspects that the pond is recharged by groundwater.

Anchor QEA understands that Yancey County would like to reconstruct the pond, as well as repair the portion of the levee that was breached, restoring it to the same elevation, general cross section, and function as that of pre-damage conditions. This scope does not include any analysis, geotechnical or otherwise, related to the portion of the levee along the Cane River that is still intact. It is also our understanding that you have contracted a surveyor to prepare an existing conditions survey.

## **Scope of Services and Deliverables**

To move the project forward through design, permitting, and construction, Anchor QEA proposes to complete the following tasks:

1. Project management and project design meetings
2. Site review
3. 30% design: preliminary pricing drawing set
4. Permitting and permitting meetings
5. 90% design: construction drawings and specifications
6. 100% design: construction drawings and specifications
7. Construction observation

### *Task 1: Project Management and Project Design Meetings*

The intent of this task is to make efficient and effective use of time and budget within a defined schedule to meet project goals and objectives and ultimately realize a strong, cohesive design consistent with Yancey County's vision. The intent is also to quickly identify design conflicts and considerations in a collaborative manner. Our team members will actively coordinate ongoing communication by phone or email to ensure the construction documents and supporting documentation are in line with the project team's expectations. This task includes the following:

- Preparing invoices, conducting budget reviews, and updating the project schedule, as needed (up to 10 hours)
- Participating in internal design team communications among Anchor QEA staff (up to 24 hours total)
- Attending a project kickoff meeting, assumed to last 4 hours (including travel time) and be attended by two Anchor QEA staff members
- Participating in up to four 30-minute biweekly (every other week) meetings with Yancey County, attended by two Anchor QEA staff members
- Responding to project communications (e.g., correspondence and phone calls) outside of the biweekly updates (up to 16 hours total)
- Preparing a site-specific health and safety plan outlining safety procedures for Anchor QEA employees during on-site visits during the active construction stages of the project

This task assumes a total project duration of 20 weeks, including an 8-week construction period. Note that meetings related to construction observation are included in Task 7.

Additional meetings and coordination beyond those listed in Task 1 will be billed on an hourly basis.

### *Task 2: Site Review*

Anchor QEA will complete a detailed site review and collect information on existing conditions and regulations that may impact the project. The following items will be included in this task:

- Setting up base information
- Reviewing a topography survey provided by Yancey County's surveyor
- Performing a site inventory and review of existing conditions
- Making site visits
  - Two Anchor QEA staff members will attend one site visit to document existing conditions, collect field data, and confirm that the limits and items on the survey have been correctly identified. This site visit is assumed to require 4 hours in the field and 2 hours of travel time.
- Making preliminary contact with regulatory agencies
  - Anchor QEA will contact relevant regulatory agencies, including the U.S. Army Corps of Engineers (USACE), the North Carolina Department of Environmental Quality (DEQ), and the Yancey County floodplain administrator to discuss permitting requirements and feasibility.

### *Task 3: 30% Design: Preliminary Pricing Drawing Set*

This task involves the preparation of the 30% design drawings for the levee and pond repair based on the findings of Task 2. The intent of the 30% set is to provide a site plan, a conceptual grading plan, and details to confirm that the design is progressing in concert with Yancey County's goals and objectives. The cost for Task 3 includes the following:

- Completing one round of revisions to the 30% plan set
- Attending design review meetings with the project team during the design development phase (up to 12 hours)
- Attending a review meeting with Yancey County to discuss the 30% design drawings
  - This meeting is assumed to last 4 hours, including travel time, and be attended by two Anchor QEA staff members.

#### *Task 4: Permitting and Permitting Meetings*

Anchor QEA will prepare and submit permit application packages to the following agencies:

- USACE – 404 permit application, if required
  - This scope assumes the work can be permitted under a Nationwide Permit from USACE. If it is determined that an Individual Permit is required, Anchor QEA will notify Yancey County and provide a supplemental task agreement to coordinate the Individual Permit process.
- DEQ – land disturbance permit application
- The entity that is delegated authority to approve work directed by Yancey County within the limits of the designated floodplain (likely the North Carolina Department of Public Safety, or the Federal Emergency Management Agency [FEMA]) – a floodplain development permit application

Inspection of FEMA Flood Insurance Rate Map 3700989000J (DFIRM panel number 9890) indicates that the Cane River is a mapped hydrographic feature with associated special flood hazard areas (SFHA) that overlie the project area. These SFHAs include the regulated floodway boundary and the Zone AE boundary. Federal ordinance states that any encroachments (including fill, new construction, substantial improvements, or other development) within the regulatory floodway require hydrologic and hydraulic analyses prior to implementation. However, discussions with the Yancey County floodplain administrator confirmed that because the scope of this project is to restore the levee to a condition consistent with that prior to the hurricane damage, then no modeling or analysis related to the levee's effect on flood elevations is required. It is our understanding that the top elevation of the repaired levee will be designed to meet the elevation of the adjacent undamaged portions of the levee. Therefore, this scope of work assumes that there are no permitting or modeling requirements related to FEMA SFHAs (e.g., No-rise Certification or Conditional Letter of Map Revision).

Upon receiving approvals and when required, Anchor QEA will schedule and attend preconstruction meetings with Yancey County, the Contractor, and the applicable regulatory authority.

Task 4 includes the following:

- Attending two review meetings with the applicable regulatory authorities to review the proposed repair activities
  - The meetings are assumed to last 4 hours (including travel time) and be attended by two Anchor QEA staff members.
- Addressing one round of Requests for Additional Information from regulatory authorities
  - Additional revisions or requested information relating to the permit set will be billed on an hourly basis.

### *Task 5: 90% Design: Construction Drawings and Specifications*

Anchor QEA will prepare the 90% drawings and specifications. Anchor QEA will incorporate Yancey County's comments from the 30% drawings and develop the 90% construction drawings. The 90% design and drawings will refine the concepts and details shown in the 30% drawings. Task 5 represents an additional opportunity for Yancey County to make comments on the plans and specifications and to suggest revisions before Anchor QEA proceeds with the 100% construction documentation package. This task includes the following:

- Completing one round of revisions to the 90% plan set
- Attending a review meeting with Yancey County to discuss the 90% design drawings.
  - This meeting will be attended by two Anchor QEA staff members and is assumed to last 4 hours, including travel time.

The 90% construction drawings, construction details, and construction specifications will be provided in PDF format, 22 by 34 inches in size, and will include the following:

#### **Demolition Plan**

- Anchor QEA will prepare a demolition plan to illustrate existing conditions that must be removed or abandoned to accommodate the proposed improvements.
- This task will include items that appear on the current survey and conditions that are visible from surface inspection.
- This task does not include subsurface investigation, utility location, or consideration of any conditions not provided on the survey and that are not visible from surface inspection.

#### **Layout and Materials Plan**

- Anchor QEA will prepare a detailed, dimensioned layout plan indicating the proposed levee location and the size and shape of the pond.

#### **Site Grading Plan**

- Anchor QEA will prepare the 90% grading plan. This plan will indicate the elevation of the levee and pond. The plan will reflect the required grades necessary for the implementation of the proposed improvements and will show existing and proposed ground contour lines and spot elevations needed to grade the site.
- This task includes calculation of cut/fill volume and disturbance area.
- This task does not provide for structural design of retaining walls, review of walls designed by others, or inclusion of structural details of any kind.

### **Erosion and Sedimentation Control Plan**

- Anchor QEA will prepare an erosion and sedimentation control plan indicating measures to be implemented before and maintained during construction, as required by the regulatory authorities. Adjustments to the erosion and sedimentation control measures that may be required between commencement and completion of construction shall be the responsibility of the Contractor.

### **Construction Details and Specifications**

- Anchor QEA will prepare construction details for the proposed plans. Detail sheets will include levee details and erosion and sedimentation control details.
- Construction specifications will typically be included on the construction drawings or made by reference to North Carolina Department of Transportation or local municipality standards, where applicable.
- Additional construction specifications required for site-related items not specifically referenced in this scope of work can be provided on either an hourly basis or as a negotiated lump sum.

### *Task 6: 100% Design: Construction Drawings and Specifications*

Upon review of the 90% construction documents, Anchor QEA will develop the 100% construction documents. This task will reflect final revisions based on internal review and will incorporate final comments from Yancey County. The 100% construction drawing set shall be signed and sealed by a professional engineer licensed to practice in the state of North Carolina.

### *Task 7: Construction Observation*

This task is provided to verify Contractor compliance with the site and engineering plans and related site permits. For the purposes of estimating fees associated with the following items, it is assumed that the total construction period will be 8 weeks. Due to uncertainties related to the length of construction time and the need for on-site observation, this task will be billed on a time-and-materials basis. We will notify Yancey County in advance of exceeding the proposed fee and will provide a supplemental task agreement if needed.

Task 7 includes the following:

- Attending a pre-construction meeting with Yancey County and the Contractor (assumed to last 4 hours, including travel time, and will be attended by two Anchor QEA staff members)
- Reviewing up to four Contractor submittals
- Reviewing up to four Requests for Information
- Performing site visits (up to 4 total) to review erosion and sediment control measures and check that construction conforms to the construction documents (assumed to last 4 hours each, including travel time, and will be attended by two Anchor QEA staff members)
- Preparing site visit reports (up to 4) and distributing them to the project team

- Reviewing pay applications and contractor change orders as requested by Yancey County (up to 8 hours)
- Attending a final walk-through meeting with Yancey County and the Contractor (assumed to last 4 hours, including travel time, and will be attended by two Anchor QEA staff members), and preparing punch list

If additional coordination meetings are requested by Yancey County or the Contractor and approved in advance by Yancey County, they will be negotiated as additional work.

### *General Assumptions*

- This scope of work is based on the current understanding of the scope of the project. If the scope of the design is substantially changed or increased in complexity, then the scope and fees for this additional work will need to be negotiated. Changes initiated by Yancey County that modify or expand this Scope of Work will be negotiated on a case-by-case basis as they arise.
- Meeting minutes shall be drafted by others unless noted differently herein.
- Anchor QEA will invoice monthly for work completed in the previous 30 days. Invoices shall be due and payable within 30 days of receipt.

### *Design Coordination Assumptions*

- Yancey County will be responsible for setting the project milestones and communicating anticipated deadlines for construction drawings deliverables (i.e., 30%, 90%, and 100%).
- This scope of work does not include completing a No-Rise Study or FEMA Letter of Map Revision. However, Anchor QEA can coordinate said work, and if needed, these services can be included as additional work on either an hourly basis or as a negotiated lump sum.
- This scope of work does not include the preparation of probable construction costs. If requested, this service can be included as additional work and be provided on an hourly basis or as a negotiated lump sum.
- It is our understanding that Yancey County has selected a site contractor to construct the repairs. Therefore, bid evaluation and assistance with contractor selection is not included in this proposal. If the need arises for these services, Anchor QEA can provide them on an hourly basis or as a negotiated lump sum.
- Surveying is not included in this scope of work.

### *Construction Documents and Construction Observation Assumptions*

- Project elements included and the complexity of those elements in the 100% design will not differ significantly from the 90% design.
- Construction testing and inspection services are not included in this scope of work and are assumed to be coordinated between Yancey County and the site subcontractor.
- This scope of work does not include the preparation of as-built plans.

Estimated costs for this scope of work are summarized in the following table.

### Estimated Costs

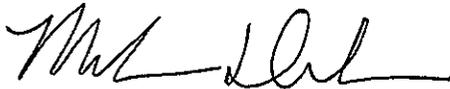
Task Number	Task Name	Estimated Cost
Task 1	Project Management and Project Design Meetings	\$10,700
Task 2	Site Review	\$6,500
Task 3	30% Design: Preliminary Pricing Drawing Set	\$11,050
Task 4	Permitting and Permitting Meetings	\$14,350
Task 5	90% Design: Construction Drawings and Specifications	\$14,850
Task 6	100% Design: Construction Drawings and Specifications	\$5,150
Task 7	Construction Observation	\$10,400
	<b>Total</b>	<b>\$73,000</b>

### Schedule

Anchor QEA will initiate work on the project immediately upon receipt of written notice to proceed. Signing of Anchor QEA's attached Service Agreement will constitute written notice to proceed. This proposal is valid for a period of 30 days from the date of this proposal.

We appreciate the opportunity to provide this proposal to you. Please feel free to contact me at (828) 771-0324 or mdale@anchorqea.com to discuss any aspect of this scope of work.

Sincerely,



Mike Dale, PLA  
Project Manager

cc: Jeff Howell, Yancey County Emergency Management

### Attachments

Attachment A Standard Agreement



## STANDARD AGREEMENT

This agreement is entered into on the full execution date indicated on the signature page by and between Anchor QEA of North Carolina, PLLC, a North Carolina Professional Limited Liability Company with a location at 231 Haywood Street, Asheville, North Carolina 28801, and affiliated companies, hereinafter referred to as "Anchor QEA," and Yancey County, 110 Town Square, Room 11, Burnsville, North Carolina 28714, hereinafter called "CLIENT."

This AGREEMENT is for the Yancey County Cane River Park Engineering Services project.

### PROVISIONS

#### ARTICLE 1: TERMS OF PAYMENT

##### A. Invoicing

Monthly invoices will be issued to the CLIENT for payment and will represent the value of the Scope of Services completed to date.

##### B. Payment

Payment is due within 30 calendar days of date of the invoice for the entire invoice amount. Any invoice not paid within 30 days shall bear interest at the equivalent of 18 percent per year.

##### C. Final Payment

Final payment of any balance will be made upon completion of the Scope of Services, and receipt of all deliverables and all PROJECT-related documents and data that are required to be furnished under this AGREEMENT.

#### ARTICLE 2: OBLIGATION OF ANCHOR QEA

##### A. Independent Contractor

Anchor QEA is an independent contractor and will maintain complete control of and responsibility for its employees, agents, and operations.

##### B. Lower Tier Subcontracts

Anchor QEA shall not sublet or assign any of the work covered by this Agreement, except with the prior written approval of the CLIENT and in compliance with the terms, provisions, and conditions of this Agreement. Anchor QEA will bind all Lower Tier Subconsultants to the Provisions of this AGREEMENT.

Neither this AGREEMENT nor any Lower Tier subcontract will create any contractual relationship between any Lower Tier Subconsultant and the CLIENT nor any liability of the CLIENT to any Lower Tier Subconsultant.

##### C. Standard of Care

In providing services under this Agreement, Anchor QEA will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

##### D. Notice of Delay

The time schedule for the performance of services as set forth under this Agreement is based on Anchor QEA's anticipation of the orderly and continuous progress of the project. If Anchor QEA is delayed in the performance of services by conditions that are beyond its control, Anchor QEA shall notify the CLIENT in writing of the cause of delay and the amount of delay anticipated. Such notice shall be delivered to the CLIENT within five (5) days of the time Anchor QEA is aware of the delay.

##### E. Insurance

Anchor QEA will maintain throughout this AGREEMENT the following insurance and will submit certificates verifying such to the CLIENT when requested:

- (1) Worker's compensation insurance as required by the state or province where the work is performed and Employers Liability as follows:
  - \$1,000,000 each accident
  - \$1,000,000 each employee
  - \$1,000,000 disease aggregate
- (2) Comprehensive automobile liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.

- (3) Commercial general liability insurance covering claims for injuries arising out of any negligent act or omission of Anchor QEA or of any of its employees, agents, or subconsultants, with \$1,000,000 per occurrence/general aggregate.
- (4) Professional liability insurance of \$1,000,000, per claim and in the aggregate.

Anchor QEA will give the CLIENT thirty (30) days notice of any cancellation of the policies.

#### **F. Limitation of Liability**

To the maximum extent permitted by law, the CLIENT agrees to limit Anchor QEA's liability for the CLIENT's damages and legal costs to Anchor QEA's fees for the services provided under this AGREEMENT.

#### **G. Indemnification**

Anchor QEA and the CLIENT mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability, or cost, including reasonable attorneys' fees and costs of defense, arising from their own negligent acts, errors or omissions in the performance of their services under this AGREEMENT, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

#### **H. Consequential Damages**

Notwithstanding any other provision of this AGREEMENT, and to the fullest extent permitted by law, neither the CLIENT nor Anchor QEA, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this AGREEMENT. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and Anchor QEA shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

#### **I. Permits, Licenses, and Fees**

Anchor QEA will obtain and pay for all permits and licenses required by law that are associated with Anchor QEA's performance of the Scope of Services and will give all necessary notices.

#### **J. Access to Records**

Anchor QEA will maintain accounting records, in accordance with generally accepted accounting principles and practices to substantiate all invoiced amounts. Said records will be available for examination by the CLIENT during Anchor QEA's normal business hours for a period of 3 years after the final invoice to the extent required to verify the costs incurred hereunder.

#### **K. Ownership**

CLIENT retains ownership of all instruments of professional service developed by Anchor QEA under this AGREEMENT. Anchor QEA shall not be liable for any reuse or modification of these work products for purposes not anticipated by Anchor QEA under this AGREEMENT.

#### **L. Equal Employment Opportunity**

Anchor QEA, with regard to the work performed by it after approval and/or award and prior to completion of this contract, shall comply with all applicable provisions of Executive Agreement 11246 of September 24, 1965, as amended, the terms of which are incorporated herein by this reference and made a part of this AGREEMENT. Anchor QEA will provide equal employment opportunity and adhere to federal, state and local laws pertaining thereto. Appropriate action will be taken by Anchor QEA, with respect to itself and any of its subconsultants, vendors and suppliers to ensure compliance with such laws. All federal, state and local equal opportunity and affirmative action requirements with regard to race, gender, creed, color, age, religion, national origin, disability or veteran status are incorporated into this AGREEMENT by reference. Anchor QEA will give all notices, pay all fees and take all other action which may be necessary to conduct its business in accordance with all applicable statutes, ordinances, rules and regulations including, without limitation, the above stated standards and acts, any statutes regarding qualification to do business and any statutes prohibiting discrimination among employees because of race, creed, color, national origin, age, or sex.

### **ARTICLE 3: GENERAL PROVISIONS**

#### **A. Waivers**

No waiver by either party of any default by the other party in the performance of any provision of this AGREEMENT will operate as, or be construed as, a waiver of any future default, whether like or different in character.

#### **B. Force Majeure**

Neither party to this AGREEMENT will be liable to the other party for delays in performing the Scope of Services, or for the direct or indirect costs resulting from such delays, that may result from labor strikes, riots, war, acts of governmental

authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

**C. Authorization to Proceed**

Execution of the AGREEMENT by the CLIENT will be authorization for Anchor QEA to proceed with the Scope of Services, unless otherwise provided for in this AGREEMENT.

**D. No Third Party Beneficiaries**

This AGREEMENT gives no rights or benefits to anyone other than Anchor QEA and the CLIENT and has no third-party beneficiaries.

**E. Jurisdiction**

The laws of the state in which the project is located shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it; venue of any lawsuit shall also be in the jurisdiction of that office location.

**F. Disputes**

In the event of any dispute arising out of this Agreement, the parties agree to submit the dispute to non-binding mediation and binding arbitration under the then prevailing rules of the American Arbitration Association (AAA) for construction industry disputes, provided that no party objects to arbitration within 30 days after a demand for arbitration is filed with AAA. In any action brought for such dispute, the prevailing party shall be entitled to recover its reasonable costs and attorney fees.

**G. Severability and Survival**

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, unenforceability will not affect any other provision of this AGREEMENT. The provisions of this AGREEMENT shall survive its termination and completion of services.

**H. Termination/Cancellation**

The CLIENT will have the right to terminate this AGREEMENT for its convenience. After termination, Anchor QEA will be reimbursed for services rendered and necessary expenses incurred to the termination date upon submission to the CLIENT of detailed supporting invoices.

**I. Complete Agreement**

This AGREEMENT constitutes the complete and final understanding between the parties. The CLIENT may adjust the Scope of Services by either adding to or deleting from the services to be performed. If such adjustment increases or decreases the cost or time required for Anchor QEA's Scope of Services, adjusting compensation and/or time will be mutually agreed upon in writing. Additional Services provided by Anchor QEA will be entitled to additional compensation or extension of time only as authorized in writing by the CLIENT.

This Agreement represents the entire agreement between the parties, supersedes all prior agreements and understandings, and may be changed only by written amendment executed by both parties.

Approved for Anchor QEA

Accepted for CLIENT

By: Bob Montgomery

By: \_\_\_\_\_

Name: Bob Montgomery, PE

Name: \_\_\_\_\_

Title: Partner

Title: \_\_\_\_\_

Date: November 14, 2018

Date: \_\_\_\_\_

NORTH CAROLINA  
DEPARTMENT OF COMMERCE

FISCAL AGENT AGREEMENT  
APPALACHIAN REGIONAL COMMISSION GRANT PROGRAM

**Recipient Name: Yancey County ARC Grant No. NC-19097**

**Project Name: East Yancey Water & Sewer District Sewer Line Project**

Pursuant to its authority under 40 U.S.C. § 14321, the Appalachian Regional Commission (“ARC”) has agreed to provide to the Yancey County (“Recipient”) grant funding under ARC Contract Number NC-19097 dated September 25, 2018, as may be amended (“ARC Grant Agreement”). The North Carolina Department of Commerce (“DOC”) serves as Fiscal Agent under the ARC Grant Agreement and enters into this agreement with Recipient (“Fiscal Agent Agreement”).

1. **Definitions.** The following definitions are used in this Fiscal Agent Agreement:
  - a. “Application” means Recipient’s application for assistance in the ARC construction grant program, in which Recipient describes the scope of proposed work and budget if grant funds are awarded, forming the basis of the ARC Grant Agreement. The Application is attached hereto and fully incorporated by reference, along with any approved modifications or amendments.
  - b. “ARC” has the meaning set forth in the preamble.
  - c. “ARC Grant Agreement” has the meaning set forth in the preamble.
  - d. “DOC” has the meaning set forth in the preamble.
  - e. “Fiscal Agent Agreement” has the meaning set forth in the preamble, and includes all items incorporated herein by reference.
  - f. “MOU” means the Registered State Basic Agency Memorandum of Understanding between ARC and DOC dated June 24, 2015 regarding the State’s authority to administer ARC construction grants, attached hereto and fully incorporated by reference, as well as any amendment thereto.
  - g. “Program Design” means the DOC’s Program Design Proposal regarding parameters and requirements for ARC construction grants and other items dated May 31, 2015 and subsequently approved by ARC, attached hereto and fully incorporated by reference, as well as any amendment thereto.
  - h. “Project” means the scope of work and all other items set forth in the Application.
  - i. “Recipient” has the meaning set forth in the preamble.
  
2. **Obligations of the Recipient.** Recipient shall perform the Project precisely as set forth in the Application, unless a modification to the Project is allowed by DOC or ARC. Recipient shall comply with all lawful requirements of DOC and ARC, all applicable requirements of the General Statutes of the State of North Carolina, 40 U.S.C. §§ 14101-14526, and any other applicable laws, rules, regulations, requirements, policies and Executive Orders currently or hereafter in force. Recipient agrees that it is responsible for the Project’s conformity with all requirements set forth in the MOU and the Program Design, and shall ensure that all requirements set forth in the Program Design and MOU are fully adhered to, even where such requirements appear only to reference an obligation by DOC to ensure program compliance. For example, on all Project-related items, Recipient will ensure compliance with:
  - a. applicable OMB financial management standards, cost principles and related audits;

- b. procurement procedures as mandated by DOC;
- c. environmental reviews under the National Environmental Policy Act (“NEPA”) guidelines and procedures prior to commencement of any construction;
- d. a non-discrimination policy adopted by the Grantee in conformance with the requirements of the Program Design;
- e. applicable labor standards, including the Davis-Bacon Act, Copeland “Anti-Kickback” Act and Contract Work Hours and Safety Standards Act, as such are described in the Program Design;
- f. the Uniform Relocation and Real Property Acquisition Policies Act;
- g. the conflict of interest guidelines set forth in the Program Design;
- h. the US Department of Labor’s Equal Employment Opportunity requirements; and
- i. the recordkeeping, reporting and other obligations of program recipients set forth elsewhere in the Program Design.

Recipient shall provide DOC with such other additional reports as may be requested by DOC.

3. **Obligations of Recipient with respect to Certain Third Party Relationships.**

Recipient agrees that it is responsible for complying with the provisions of this Fiscal Agent Agreement even when Recipient designates a third party or parties to undertake all or any part of the Project.

4. **Conflict of Interest.** None of the following or their immediate family members, during the tenure of the subject person or for one year thereafter, shall have any direct or indirect financial interest in any contract, subcontract or the proceeds thereof for work to be performed in connection with the program assisted under this agreement: employees or agents of Recipient who exercise any function or responsibility with respect to the Project, and officials of Recipient, including members of the governing body. The same prohibition shall be incorporated in all such contracts or subcontracts relating to the Project.

5. **Reimbursement to DOC for Improper Expenditures.** Recipient will reimburse DOC for any amount of grant assistance improperly expended. DOC may consider any portion of grant assistance to be improperly expended where program non-compliance is found that affects that portion. Where non-compliance affects the entire grant, then DOC may consider the entire amount of the grant to be improperly expended and subject to repayment.

6. **Access to Records.** Recipient shall provide any duly authorized representative of ARC, DOC, the North Carolina State Auditor, the North Carolina Office of Budget and Management, and the Comptroller General, or their designees, at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the grant for a period of three years following the completion of all close-out procedures.

7. **Project Savings.** Recipient is obligated to contribute 100 percent of its pledged cash contribution to the Project even if the Project experiences a savings after authorized activities are completed. Any Project savings accrue to the ARC program and shall be refunded to DOC or ARC.

8. **Indemnification and Release.** To the extent allowed by law, Recipient hereby agrees to release, indemnify and hold harmless the State (including, without limitation, DOC), and its respective members, officers, directors, employees, agents and attorneys (together, the “Indemnified Parties”), from any third party claims arising out of the Project. Additionally, Recipient releases the Indemnified Parties from any claims or potential claims it may have regarding the Project.

9. **Choice of Law and Forum Selection.** This Fiscal Agent Agreement shall be construed and governed by the laws of the State of North Carolina. Recipient agrees and submits, solely for matters concerning this Fiscal Agent Agreement, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purposes, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this Fiscal Agent Agreement, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract, tort, or otherwise, relating to its validity, construction, interpretation, and enforcement, shall be determined.

10. **Availability of Funds.** Any obligation of DOC to provide any payment to Recipient under this Fiscal Agent Agreement or the ARC Grant Agreement is contingent upon and subject to the availability of funds to DOC for this purpose. Additionally, a suspension or required clawback of funds involving Grantee in a different DOC grant program may result in a suspension of funds under this program as well.

11. **Restrictions of Use.** The assistance provided under the ARC Grant Agreement or this Fiscal Agent Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining ARC or DOC approval of the Application for such assistance, or ARC or DOC approval of applications for additional assistance, or any other approval or concurrence of ARC or DOC required under this Agreement; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

Upon execution of this Fiscal Agent Agreement by DOC and Recipient in the spaces below, Recipient hereby accepts the assistance on the terms of this Fiscal Agent Agreement, effective on the date indicated below, and further certifies that the official signing below has been duly authorized by Recipient's governing body to execute this Fiscal Agent Agreement.

Signature of Department of Commerce  
Authorized Official

Date: November 20, 2018

By: Kenny Flowers  
Kenny Flowers, Assistant Secretary

Date: 1-14-19

Yancey County  
Name of Recipient Government

By: [Signature]  
Signature of Authorized Official  
County Manager  
(Title)