

Minutes of the March 11, 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 March 11, 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, Planning and Economic Development Director Jamie McMahan, County Attorney Donny Laws, Tax Administrator/Assessor Danny McIntosh, 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 everyone in attendance.

Invocation and Pledge of Allegiance to the Flag

Commissioner Riddle 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 amend the agenda to remove the Chamber of Commerce Report and to approve the agenda, which was seconded by Commissioner Ledford. By unanimous vote, the agenda was amended and approved. (Attachment A)

Consent Agenda

Chairman Whitson read through the items on the consent agenda, which included:

- Approval of minutes for Regular Meeting February 11, 2019;
- Approval of minutes for Special Meeting & Closed Session March 5, 2019;
- Approval of Yancey County Personnel Policy Revisions – Drug –Free Workplace and Drug and Alcohol Testing (Attachment B);
- Approval of 2019 Local Government Agencies General Records Retention and Disposition Schedule (Attachment C);
- Approval of A RESOLUTION Prescribing Procedures for Disposing of Personal Property Valued at Less than \$30,000 (Attachment D);
- Approval of Surplus of Real Property (Attachment E);
- Approval of Tax Office Refund Request (Attachment F); and,
- February 2019 Tax Collection Reports – Informational (Attachment G).

Chairman Whitson asked for a motion to approve the items on the consent agenda. Commissioner Grindstaff made a motion to approve the consent agenda, which was seconded by Commissioner Ledford. By unanimous vote, the consent agenda was approved.

Update of Mayland Community College and Anspach Parking

Dr. John Boyd, President of Mayland Community College gave an update on several projects. Dr. Boyd reported that the college is getting ready to sign a contract for landscaping, moon gardens, 8 telescope pads outside and 2 inside at the observatory. He also indicated that they are in the design phase for an approximate 60 seat planetarium and that funding is available for the project. Dr. Boyd also reported that the college is looking at the possibility of hydroponics, which would allow them to grow 70 – 80 acres of crop in a ½ acre greenhouse. Dr. Boyd also gave an update on the Pine Bridge Hotel and the welding building. He reported that Mayland people do a lot of the work, with some portions of the projects subcontracted to save money.

Dr. Boyd also reported that there is not enough parking at the Anspach Building and that students are parking on the grass. He provided a copy of a plan to the Board of a 42-space gravel parking lot with lights and indicated that this would be a budget request that would be submitted to the county. Dr. Boyd also highlighted Mayland's Promise Scholarship and reported that they have been

working on engineering parts with local businesses with their 3-D printer. Chairman Whitson thanked Dr. Boyd for his presentation.

County Manager's Report

County Manager Austin reported that staff at the campground had researched putting meters at the sites and estimated that \$300 was the amount a seasonal camper would use. As a result, Randy Hall, manager at the campground, proposed increasing seasonal rates as outlined in the attached letter to absorb the \$300 seasonal cost (Attachment H). County Manager Austin asked that the Board to approve the increase and asked that the county be allowed to purchase meters for a 30-amp and a 50-amp camper and conduct a test on electricity usage. Upon hearing from County Manger Austin, Commissioner Riddle made a motion to increase the seasonal rates as outlined in the letter to Seasonal Campers and allow the county to conduct a study on the usage. Commissioner Austin seconded the motion. By a unanimous vote, the motion was carried.

County Manager Austin also reported that the mowing contract was up for renewal and was due April 14. The contractor had requested the possibility of a multi-year contract with a provision for a fuel upcharge. The price has not changed since 2017. Chairman Whitson indicated he would like for the Board to consider approving the contract for one year, and consider extending to a three-year contract with the provision for fuel surcharge when the contract is up for renewal next year. Commissioner Austin made a motion to approve the contract for a one-year term, with Commissioner Ledford providing a second. By unanimous vote, the motion was carried. (Attachment I)

Next, County Manager Austin presented the Standard Client Agreement with Headwaters Engineering Inc. for engineering services for the Ray Cort Park stream restoration project. (Attachment J) Chairman Whitson asked County Attorney Donny Laws if he had review the contract, to which he replied he had. Chairman Whitson then asked for a motion to approve the agreement and authorize County Manager Austin sign. Commissioner Riddle made a motion to approve and allow County Manger Austin to sign the agreement. Commissioner Grindstaff seconded the motion. By unanimous vote, the motion was carried.

County Manager Austin then presented an Assumption of Lease Agreement between Yancey County and North Carolina Community Care Networks, Inc. Chairman Whitson asked about the terms of the agreement. After a short discussion, Commissioner Ledford made a motion to table the agreement so that additional research could be conducted. Commissioner Riddle provided a second. By unanimous vote, the motion was carried.

County Manager Austin reported that the Chamber of Commerce Travel & Tourism Board held its first meeting and that it went well. She reported that sometime in the past, there was a "gentleman's agreement" that 65% of the room tax would be used for travel and tourism and 35% would be used for repair and maintenance on the building. Robert Branch, Chairman of the Travel & Tourism Board, also in attendance at the Board meeting, said that the agreement was originally put in place to allow the Chamber to buy the building, repair, and maintain. Chairman Whitson then stated that the general statute did not allow for a split and that 100% of the funds should be used as specified in the statute. Chairman Riddle asked Mr. Branch for the Chamber's views. Mr. Branch said that if 100% of the funds were put into marketing that there may not be enough money to maintain the building. Mr. Branch also indicated that the historical association owned the building, but that the Chamber was responsible for the upkeep. Commissioner Ledford asked County Attorney Donny Laws about the statute. Mr. Laws reported that the statute was passed as a local bill that provided for funding from the room tax to promote travel and tourism in Yancey County. Commissioner Ledford asked Mr. Branch what other avenues of revenue there are for the Chamber. Mr. Branch reported revenues come from general membership dues and the craft fair. Commissioner Grindstaff made a motion that 100% of the room tax funds be used in accordance with the general statute governing their use. Commissioner Riddle provided a seconded. By unanimous vote, the motion was carried. County Manager Austin then asked if the Board should conduct an audit on the Travel & Tourism funds. County Attorney Laws indicated that he and County Manager Austin had reviewed the account. A discussion ensued regarding the Travel & Tourism Board's accountability. County Attorney Laws stated that the Board of Commissioners could request more information from the Chamber if they have questions regarding the Travel & Tourism account activity.

County Manager Austin also reporting that the county is looking into placing signs in honor of the Banks family for having three generations serve as Sheriff. She also reported that the county is moving a lot of surplus property that is not real property.

County Attorney's Report

County Attorney Donny Laws stated that he did not have anything to report.

County Commissioners' Report

Commissioner Grindstaff asked for an update on the Cane River Park restoration project. County Manager Austin indicated that progress on the project has been halted by Fish & Wildlife due to concern over the Elk Toe Mussel and that the FEMA, the Army Corps of Engineers, and Fish & Wildlife are working on the project.

Commissioner Riddle reported that the High Country Advisory Board has a retreat every year. This year, the retreat will be held in April in Burnsville at the NuWray Inn. Commissioner Riddle said that he would pass along the date to the members of the Board.

Public Comments

Tom Robinson shared his views on the cost of immigration.

Closed Session

Commissioner Riddle made a motion to go into closed session pursuant to N.C. Gen. Stat. 143-318.11(a)(4), with Commissioner Grindstaff providing a second. By unanimous vote, the motion was carried.

Commissioner Riddle made a motion to leave closed session and return to open session, with Commissioner Ledford providing a second. By unanimous vote, the motion was carried. No action was taken during closed session.

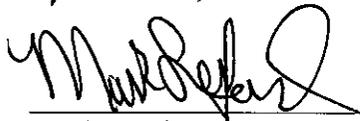
Adjournment

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

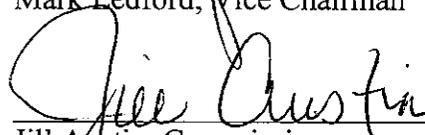
Approved and authenticated this the _____ 8th _____ day of April 2019.



Jeff Whitson, Chairman



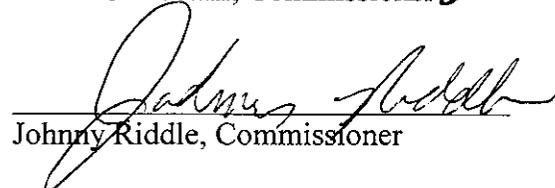
Mark Ledford, Vice Chairman



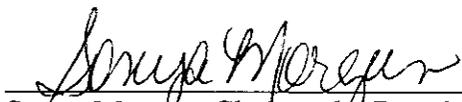
Jill Austin, Commissioner



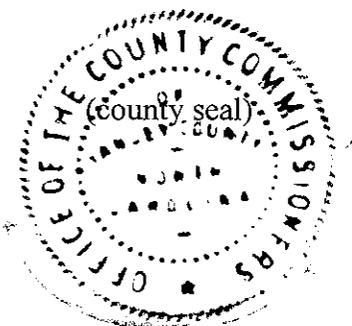
David Grindstaff, Commissioner



Johnny Riddle, Commissioner



Sonya Morgan, Clerk to the Board





Attachment A

**AGENDA
YANCEY COUNTY BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING
MARCH 11, 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 February 11, 2019**
 - b. Approval of minutes for Special Meeting & Closed Session March 5, 2019**
 - c. Approval of Yancey County Personnel Policy Revisions – Drug –Free Workplace and Drug and Alcohol Testing**
 - d. Approval of 2019 Local Government Agencies General Records Retention and Disposition Schedule**
 - e. Approval of A RESOLUTION Prescribing Procedures for Disposing of Personal Property Valued at Less than \$30,000**
 - f. Approval of Surplus of Real Property**
 - g. Approval of Tax Office Refund Request**
 - h. February 2019 Tax Collection Reports – Informational**
- V. Update of Mayland Community College and Anspach Parking – Dr. John Boyd**
- VI. Chamber of Commerce Report – Ginger Johnson**
- VII. County Manager’s Report – Lynn Austin**
- VIII. County Attorney’s Report – Donny Laws**
- IX. County Commissioners’ Report**
- X. Public Comments**
- XI. Closed Session**
- XII. Adjourn**

Attachment B

The new Drug-Free Workplace and Drug and Alcohol Testing policy will replace Section 1.12 in the Yancey County Personnel Policy.

Policy 2.6 Pre-Employment Criminal Background Check and Drug Screening – will now read as follows:

As a public employer, Yancey County government is responsible for reasonably ensuring the health and safety of its employees and the citizens of Yancey County. As a condition of employment with Yancey County all final applicants for positions may be required to submit to (1) a criminal background check, and (2) a drug test as is set forth in Section 1.12. for the purpose of screening for the presence of controlled drugs or an abusive level of prescribed medication. It is the policy of Yancey County that a negative result from this screening is a condition of employment. A confirmed positive test result indicating the presence of controlled drug use or an abusive level of prescribed medication shall result in rejection of the applicant for the position. A confirmed positive test result will also result in the applicant being barred from securing employment with Yancey County for a one-year period. The following criteria will be strictly adhered to:

- A. Pre-employment drug screening results will be held in complete confidence. Tested applicants may receive a copy of the results upon request. Specimens may be analyzed by an outside laboratory utilizing chain of custody procedures.
- B. Results of the drug screens will be released only to the County Manager and/or other Appointing Authorities. The Department Head filling the position will be notified of the results by the County Manager. The screening results will be maintained in the applicant's personnel file and are not public record and will not be disclosed to any individual except the applicant.

Section 5.7 (Impairing Substance Use) can be removed from the policy

1.12 Drug-Free Workplace and Drug and Alcohol Testing

Alcohol and Drug Policy:

Yancey County is firmly committed to maintaining an efficient and effective workplace and to providing a safe and productive work environment that is free from the effects of alcohol and illegal drugs for its employees. Employees in certain safety-sensitive positions are governed by special state and/or federal regulations in regard to drug-free workplace requirements, including such actions as random drug testing. All County employees including regular full-time, part-time, temporary, contracted employees, as well as applicants for employment, are subject to the County's zero-tolerance drug-free workplace policy.

Definitions:

Conviction – means finding of guilt (including plea of “no contest”) by any judicial body charged with the responsibility to determine violations of Federal or State criminal law.

Disciplinary Actions – means written warnings, transfers, demotions in classification and/or pay, suspensions, and dismissals.

Health and Safety Related Positions –

1. Positions which may include duties that directly impact public or employee health and safety, or the protection of life, property, and the environment.

Health and Safety Related positions are listed by job title below:

Recycle Truck Driver

Recycling Assistant

Convenience Center Attendant

Solid Waste Director

Scalehouse Operator

Maintenance Workers

Fire Inspector/Marshall

Building Inspector

Emergency Management Director

911 Telecommunicator

Transportation Van Driver

Adult & Child Protective Social Workers

Vehicle Operator

Community Social Services Technician

2. Positions with any job or work related to the operation of a motor vehicle that are performed by an employee while working for Yancey County Government, including driving or waiting to drive.

Illegal Drugs – For the purpose of the policy, the term “illegal drugs” includes substances designated by state or federal law to be illegal, including but not limited to heroin, morphine, methamphetamine and other narcotics, marijuana, cocaine, PCP, LSD and “crack”. The term also includes “legal” drugs which are obtained or used without a prescription.

Impaired- means such demonstrated performance and/or behavior as would indicate to a reasonable person that the employee’s ability to handle job assignments safely and/or efficiently is compromised.

Negative Results – A test result indicating no evidence of drug(s) in the urine sample and for alcohol, an Evidential Breath Test (EBT) result in no alcohol levels

Positive Results – A test result indicating the presence of a drug(s) in the urine sample. These drug(s) are found to be in accordance with the laboratory process and County policy.

Random Test – A drug and alcohol test performed on County employees who are in health and safety related positions or in safety sensitive positions. Selection is by a scientifically valid, random number generation method. Random generation of employee names to be tested is performed by the independent medical provider.

Reasonable Cause/Suspicion – An expressible belief based on specific objective facts, and rational inferences drawn from those facts, that an employee has consumed or is under the influence of alcohol or drugs while in the course of their work. Circumstances which constitute a basis for determining “reasonable suspicion” may include, but are not limited to:

- (a) Observable occurrences, such as direct observation of alcohol and/or drugs and/or physical symptoms of being under the influence of alcohol and/or drugs;
- (b) A report of alcohol and/or drug use by an employee while in the course of their work, provided by a reliable and creditable source;
- (c) A pattern of unexplained, preventable accidents and/or information based on specific objective facts that an employee has caused or contributed to an accident while in the course of an employee’s work or is conducting county business while under the influence of alcohol and/or drugs
- (d) Evidence that an employee is involved in the unauthorized manufacture, solicitation, distribution, dispensation, possession, sale, or use of alcohol and/or drugs while working or while on the County’s premises or in possession of or operating a County vehicle, machinery, or equipment.
- (e) Combative, abusive, violent, or disruptive behavior (verbal or physical);
- (f) Erratic behavior/mood swings;
- (g) Relevant body or breath odors;
- (h) The focus of investigation, arrest, or conviction for drug related offense;

- (i) Evidence of substance abuse or drug test tampering;
- (j) A pattern of excessive absenteeism, tardiness, or deterioration in work performance in combination with an observable occurrence as described above.

Testing Facility – The outside agency contracted to collect, test, and review drug and alcohol samples.

Prohibited Conduct:

The following conduct is prohibited under this policy:

- (a) The use, consumption, possession or storage, manufacture, distribution, dispensation or sale of alcohol, controlled substances, illegal drugs or drug paraphernalia on County property or any County work area, in County vehicles, or while on County business.
- (b) Reporting to work or working on County premises or any County work area, in County vehicles or conducting County business while under the influence of illegal drugs, non-prescribed drugs, or alcohol.
- (c) The use or possession of alcohol or illegal drugs off County premises and while not on duty where such conduct could likely have a direct and material adverse impact on the County's interests, including public image.
- (d) Conviction of selling prescriptions or illegal drugs or of possession with intent to sell prescription or illegal drugs at any time or place.
- (e) Failure to notify the County of any arrest or conviction under any criminal drug or alcohol statute by the next workday following the arrest or conviction.
- (f) Failure to notify the employee's Supervisor, before beginning to work, that the employee is taking prescription or over the counter drugs which may interfere with the safe and effective performance of duties.
- (g) Refusal to submit to an alcohol and drug test when requested by a Supervisor, in accordance with this policy.
- (h) Failure to adhere to the requirements of any drug or alcohol treatment program in which the employee is enrolled as a condition of continued employment.
- (i) Tampering with or obstruction of a drug or alcohol test being administered by or for the County.

The foregoing is not intended to be an exhaustive list of conduct prohibited by this policy.

Drugs to be Tested:

When drug screening is required under the provisions of this policy, a blood, urine, or breath test will be conducted to detect the presence of drugs, including but not limited to: heroin, morphine, methamphetamine and other narcotics, marijuana, cocaine, PCP, LSD, alcohol and any other controlled substance as defined in North Carolina General Statute Section 90-87 (5), as amended. For purposes of this drug testing policy, alcohol is considered a drug. Any employee found to have abused prescription drugs would also be subject to the terms and conditions of this policy.

Prescription Medication Use:

Employees using medications prescribed by a physician that have stated side effects with the potential to significantly affect or impair work performance, shall be responsible for notifying their Supervisor of such potential. An employee need not give the Supervisor specific medical information, but the employee should inform their Supervisor of the potential impact of any medication on job performance to allow the Supervisor to evaluate and determine the appropriate course of action.

Supervisors shall monitor employee behavior and assess possible warning signs indicating that the employee's work performance, while under the influence of prescribed medication is impaired or is causing an unsafe work environment for the employee, his or her coworkers, or the public. If there is cause for serious concern with regard to the employee's behavior or performance, the employee shall be advised to take a leave of absence using accrued sick, annual, or compensatory leave, if applicable, or leave without pay if all leave has been exhausted pursuant to any applicable County policy for all time away from work, until such time the employee can safely return to work.

Applicant Testing:

Applicants selected for employment will be provided with written notification of the County's drug testing policy and the testing provisions of this program. A pre-employment drug test may be conducted on all applicants offered positions with Yancey County. Applicants may be formally notified in an offer letter that their employment with Yancey County will be contingent upon negative test results.

Applicants scheduled for a pre-employment drug test will be asked to sign a consent form authorizing a drug test and permitting release of the test results to County officials with a need to know. A job applicant who refuses to consent to a drug test will be denied employment.

The County Manager may waive pre-employment drug testing in cases of temporary employment or part-time employment except for person(s) performing transit-related or safety-sensitive functions.

Current Employee Testing:

Department Heads who have reasonable cause/suspicion (as defined herein) that an employee in his/her department is using or under the influence of drugs, is authorized to schedule a drug test and require the employee to cooperate fully with testing personnel.

Before a drug test is administered, the Department Head shall ask the employee to sign a consent form authorizing the test and permitting release of test results to County officials with a need to know. The consent form shall also set forth the following information:

- (a) The procedure for confirming an initial positive test result;
- (b) The consequences of a positive result;
- (c) The right of an employee to explain a positive drug test result and the applicable appeal procedures and
- (d) The consequences of refusing to undergo a drug test.

An employee who refuses to consent to a drug test, when reasonable suspicion of drug use has been identified and documented, will be recommended for, and is subject to, dismissal.

An employee must submit to a drug test following an on-the-job accident or other occurrence that involves one or more of the following events; a fatality, a serious injury to an employee or other individual, substantial damage to vehicles or other property, or if the employee receives a citation under state or local law for a moving traffic violation arising from the accident. An employee may also be tested after a series of minor on-the-job accidents or injuries as determined by the Department Head.

An employee in a health and safety related position shall be subject to a random test as follows:

- (a) The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of health and safety employees;
- (b) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year;
- (c) The number of employees randomly selected during the calendar year shall not be less than the percentage rates established by the federal regulations for those safety sensitive employees subject to random testing by federal regulations.
- (d) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
- (e) Random tests can be conducted at any time during an employees' shift for drug testing.
- (f) Employees are required to proceed immediately to the testing facility upon notification of their random selection, but no longer than two (2) hours after notification. Failure to report to the testing site after two (2) hours of notification will be considered a failed test.

The following procedures apply to random tests:

- (1) The County Manager and/or her designee and the Department head will be notified of the employee's selection for random testing;
- (2) The Department head will notify the employee of the pending test and direct them to report immediately to the test facility. Department heads must speak to the employee personally and privately and not leave a voice message or e-mail. Department heads must indicate to the employee that the employee must appear and complete the required test within the two (2) hour period or it will be considered as a failure to test.
- (3) Employee must report to the test facility for testing immediately, but no later than two (2) hours after notification and proceed with the test as directed.
- (4) All test results will be sent to the County Manager and/or her designee by the testing facility and the said person will notify the Department head of the status of the drug screening.

The Test:

Tests will be made in accordance with Article 20 of Chapter 95 of the North Carolina General Statutes and other applicable laws. A urine, breath, and/or blood test will be used to determine the presence of drugs. A certified toxicologist of the approved laboratory will determine the content level of each substance needed to determine whether an employee has consumed or is under the influence of a drug. All personnel involved with the sample collection, transporting and testing, will maintain a strict chain of custody.

If a test result is positive, the County Manager and/or Department Head will notify the employee or applicant in writing. The letter of notification shall identify the particular substance found. Such an applicant or employee shall have the right to request a retest as provided by N.C. General Statute Section 95-232(f) as amended.

Consequence of a Positive Test Result:

An applicant shall be denied employment if his/her drug test is positive. An employee who has a positive drug test result shall be subject to disciplinary action up to and including dismissal.

Use of Results in Criminal Action:

No test results of the County's drug testing program may be used as evidence in a criminal action against the employee or job applicant except by order of a court of competent jurisdiction or otherwise as required by law.

Notification of Conviction:

Employees shall notify his or her Supervisor of any charge or conviction for being in violation of any criminal drug statute no later than the next workday after being charged or convicted with a drug violation.. The County may place an employee who has been charged with violating a crime involving drugs on Investigation with Pay until such time as pertinent details have been researched. Department Heads will research the circumstances and make a decision based upon available facts.

Additional Standards:

All applicants for and all employees in positions subject to the provisions of the North Carolina Criminal Justice Training and Standards Council will be subject to the drug testing policies and procedures of the Council.

Various federal laws require drug testing of certain safety sensitive employees who operate or maintain transit vehicles purchased with federal funding. A copy of relevant federal laws will be maintained in the Yancey County Transit Department. Such tests will be conducted in accordance with federal guidelines and will include the following:

- (a) Pre-employment testing for controlled substances prior to a date of hire;
- (b) Random testing of the drivers/safety sensitive employees;
- (c) Testing upon reasonable suspicion of alcohol or drug use;
- (d) Post accident testing within two hours of an accident that involves:

(1) A fatality; or

(2) The County driver receiving a citation, or contributing to the cause of the accident, or the accident results in any personal injury, or the accident results in property damage, or the vehicle is required to be towed from the scene;

(e) The removal of employees from safety sensitive duties following a positive drug test;

(f) Return to duty testing following a positive test for controlled substance;

(g) Treatment follow-up including unannounced testing at specific intervals during treatment and at the end of treatment.

An employee who test positive for controlled substance(s) will be removed from the safety sensitive duties immediately. The employee will be subject to the provisions as set forth in the County Drug Testing policy applicable for all employees. Failure to comply with this policy will result in termination of employment.

Inspections and Searches:

When there is reasonable suspicion the County reserves the right to search employer-owned items used by employees (e.g., desks, lockers, vehicles, equipment, etc.), and employees should not expect privacy in these containers. The employee's Supervisor or Department Head and a witness may conduct search efforts.

Enforcement:

Department Heads are responsible for the proper application of the procedures in their departments and for holding Supervisors accountable for the daily implementation of this policy. Department Heads and Supervisors shall be responsible for identifying abuse-related behavioral and performance problems, following the proper referral for testing, and taking appropriate disciplinary measures. Failure to take action when the Supervisor has reasonable cause to believe an employee is impaired while at work will result in disciplinary action being taken against the Supervisor. If in doubt about what action to take, the Supervisor should consult with the Department Head or the County Manager. Every effort shall be made to protect the privacy, confidentiality, and dignity of employees by minimizing the number of employees who learn of suspicions involving a co-worker's possible substance abuse or actions taken against that employee.

The Yancey County Sheriff's Office will utilize this policy and any disciplinary action will be under the discretion of the Sheriff.

**2019 Local Government Agencies
General Records Retention and Disposition Schedule**

The records retention and disposition schedule and retention periods governing the records series listed herein are hereby approved. In accordance with the provisions of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement. The local government agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed. However, records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule. **Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.**

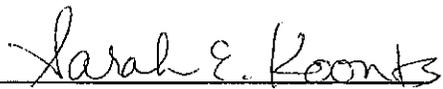
All local government agencies and the Department of Natural and Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods that allow these records to be destroyed when "reference value ends." All local government agencies hereby agree that they will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." If a local government agency does not establish internal policies and retention periods, the local government agency is not complying with the provisions of this retention schedule and is not authorized by the Department of Natural and Cultural Resources to destroy the records with the disposition instruction "destroy when reference value ends."

All local government agencies and the Department of Natural and Cultural Resources concur that the long-term and/or permanent preservation of electronic records requires additional commitment and active management by the agency. Agencies agree to comply with all policies, standards, and best practices published by the Department of Natural and Cultural Resources regarding the creation and management of electronic records.

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule supersedes the general standards in all previous local government retention and disposition schedules and is to remain in effect from the date of approval until it is reviewed and updated.

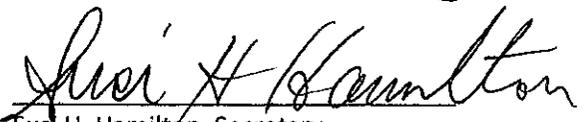
APPROVAL RECOMMENDED


Municipal/County Clerk or Manager
Title: County Manager


Sarah E. Koonts, Director
Division of Archives and Records

APPROVED


Head of Governing Body
Title: CHAIRMAN


Susi H. Hamilton, Secretary
Department of Natural and Cultural Resources

Municipality/County: Yancey

EXECUTIVE SUMMARY

- ✓ According to G.S. § 121-5(b) and G.S. § 132-3, you may destroy public records only with the consent of the Department of Natural and Cultural Resources (DNCR). The State Archives of North Carolina is the division of DNCR charged with administering a records management program. This schedule is the primary way the State Archives of North Carolina gives its consent. Without approving this schedule, your agency is obligated to obtain the State Archives of North Carolina's permission to destroy *any* record, no matter how insignificant.
- ✓ Each records series listed on this schedule has specific disposition instructions that will indicate how long the series must be kept in your office. In some cases, the disposition instructions are simply "retain in office permanently," which means that those records must be kept in your office forever. In other cases, the retention period may be "destroy in office when reference value ends." An agency may have reference copies of materials, meaning "a copy of a record distributed to make recipients aware of the content but not directing the recipient to take any action on the matter" (from Richard Pearce-Moses, *A Glossary of Archival and Records Terminology*). Your agency must establish and enforce internal policies by setting minimum retention periods for the records that the State Archives of North Carolina has scheduled with the disposition instructions, "destroy when reference value ends."
- ✓ E-mail is a record as defined by G.S. § 121-5 and G.S. § 132. It is the content of the e-mail that is critical when determining the retention period of a particular e-mail, including attachments, not the media in which the record was created. It is important for all agency employees and officials to determine the appropriate records series for specific e-mails and retain them according to the disposition instructions.
- ✓ The State Archives of North Carolina recommends that all agency employees and officials view the tutorials that are available online through the State Archives website in order to familiarize themselves with records management principles and practices. The State Archives of North Carolina's online tutorials include topics such as records management and scanning guidelines.
- ✓ The State Archives of North Carolina provides microfilming services for the minutes of major decision-making boards and commissions. Once those records are filmed, we will store the silver halide negative (original) in our security vault. There is a nominal fee for filming and duplicating film. Contact the Records Management Analyst in charge of microfilm coordination for the most current information.

**A RESOLUTION PRESCRIBING PROCEDURES
FOR DISPOSING OF
PERSONAL PROPERTY VALUED AT LESS THAN \$30,000¹**

BE IT ORDAINED by the Yancey County Board of Commissioners:

Section 1. The County Manager is hereby authorized to dispose of any surplus personal property owned by Yancey County, whenever he or she determines, in his or her discretion, that:

- (a) the item or group of items has a fair market value of less than thirty thousand dollars (\$30,000.00);
- (b) the property is no longer necessary for the conduct of public business; and,
- (c) sound property management principles and financial considerations indicate that the interests of the County would best be served by disposing of the property.

Section 2. The County Manager may dispose of any such surplus personal property by any means which he or she judges reasonably calculated to yield the highest attainable sale price in money or other consideration, including but not limited to the methods of sale provided in Article 12 of N.C. Gen. Stat. Chapter 160A. Such sale may be public or private, and with or without notice and minimum waiting period.

Section 3. The surplus property shall be sold to the party who tenders the highest offer, or exchanged for any property or services useful to the County if greater value may be obtained in that manner, and the County Manager is hereby authorized to execute and deliver any applicable title documents. If no offers are received within a reasonable time, the County Manager may retain the property, obtain any reasonably available salvage value, or cause it to be discarded. No surplus property may be donated to any individual or organization except by resolution of the County.

Section 4. The County Manager shall keep a record of all property sold under authority of this Ordinance and that record shall generally describe the property sold or exchanged, to whom it was sold or with whom exchanged, and the amount of money or other consideration received for each sale or exchange.

Section 5. This Resolution is enacted pursuant to the provisions of N.C. Gen. Stat. § 160A-266(c).

Section 6. This Resolution shall become effective upon adoption.

Adopted this 11th day of March, 2019.



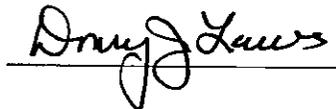
(Chairman)

ATTEST:



Clerk

Approved as to Form:



County Attorney

6TH BATCH ~~12 PARCELS~~ *11 parcels*
 YANCEY COUNTY PARCELS (FROM FORECLOSURE)
 TO BE SURPLUSED BY COMMISSIONERS

<u>DATE REQUESTED</u>	<u>PIN #</u>	<u>PREVIOUS OWNERS NAME</u>	<u>PHYSICAL ADDRESS/ LOT NUMBER</u>	<u>ACREAGE</u>
2/28/2019/RE-SURPLUSED	986202858482000	YANCEY COUNTY/SHINDELL, JAMES W & DIXIE K.	LOT 213 WOLF LAUREL HEIGHTS-BUCKTOWN	0.72 ACRES
2/28/2019/RE-SURPLUSED	074700813513000	YANCEY COUNTY/WELLS FARGO-MAIL CODE X38 ATT: JEFF JAMISON	TROXELL DRIVE (TRACT 2)	0.10 ACRES
2/28/2019/RE-SURPLUSED	987300916719000	YANCEY COUNTY/LEDFORD, MOSES	PATSY CREEK ROAD	0.50 ACRES
2/28/2019/RE-SURPLUSED	080001388893000	YANCEY COUNTY/MILLIGAN, ALPHONSO S. & ANGEL	126 CANE MOUNTAIN LANE	0.91 ACRES
2/28/2019/RE-SURPLUSED	085100446500000	YANCEY COUNTY/WOODY, MICHAELA JEAN	WOODY ROAD	0.14 ACRES
2/28/2019	075900796615000	YANCEY COUNTY/HUGHES, STEVE TRUSTEE	SILVER SPRINGS ROAD	0.50 ACRES
2/28/2019	080400002656000	YANCEY COUNTY/MCCAWLEY, ROBERT M.	US HWY 19W/ TWO 0.40 ACRE PARCELS COMBINED/80400002510000	0.80 ACRES
2/28/2019	075803223776000	YANCEY COUNTY/MARKS, PAMELA BOWERS & TRULEE N. JONES	STATE HWY 80 S	0.25 ACRES
2/28/2019	072602862051000	YANCEY COUNTY/STERN, DARAN	MOUNTAIN LAUREL LANE	1 ACRE
2/28/2019	082200589025000	YANCEY COUNTY/GASPERIN, LOUIS	HORSESHOE HIGHLANDS #1 LOTS 18, 28, & 29	3 ACRES
2/28/2019	083200343850000	YANCEY COUNTY/SMITH, JOSEPH A.	1001 UPPER PIG PEN ROAD	0.49 ACRES

Attachment E



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

Regular Meeting of the Board of Commissioners March 11 2019

Refund request:

MOUNTAIN HERITAGE PARTNERS LLC

PIN: 070900926197000 (LT 12 MOUNTAIN HERITAGE ESTATES) Property owner found that the property had been assessed after it should have been removed from the tax records. Records indicate that this condition has existed since the development was re-platted in 2007. The property record has been corrected for the 2019 tax year. The result of the billing and payment of taxes for the past five years is as follows:

2014 Tax collected \$237.60

2015 Tax collected \$237.60

2016 Tax collected: \$330.88

2017 Tax collected: \$330.88

2018 Tax collected: \$330.88

Total excess tax collected during the past five years: \$1,467.84

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

Assessor's opinion: Pursuant to North Carolina General Statute 105-381 refund is indicated and recommended in the amount of \$1467.84.

Mountain Heritage Partners, LLC

14311 Metropolis Ave. Ste. 101

Ft. Myers, FL 33912

239-454-9154

February 14, 2019

Yancey County Board of Commissioners

Yancey County, North Carolina

Re: Tax Refund for PIN 11001 00261-1 *070900926197000*

To whom it may concern,

It has come to our attention that a property we have been assessed and paying real estate taxes on since 2008 no longer exists. The property is identified as 11001 00261-1, also described as LT 12 Mountain Heritage Estates. The Yancey County Tax Assessor's office confirmed this lot did not exist and the property record has been removed, through an e-mail received from Danny McIntosh, Assessor/Administrator on February 12, 2019. The land known as Mountain Heritage Estates was replatted in 2007, which caused the error in billing and resulting in us being assessed on a lot that was eliminated. We are therefore requesting a refund for the real estate taxes paid from 2008 through 2018, which total \$2,779.12. We have attached copies of all correspondence with Yancey County regarding this matter, including emails, the two plat maps and a summary of the tax paid for each year. Please let us know if you have any questions or concerns.

Sincerely,


LeeAnn James

Controller

YANCEY COUNTY TAX ADMINISTRATION

Bank Card Register for Date Range:

02/01/2019 to 02/28/2019

Bill	Name	Credit Amount	Card Fee	Total
V201800515	MCPAHAN, EMILY BALLEW	\$59.62		\$59.62
	Vehicle Total:	\$59.62		\$59.62
	NonVehicle Total:			
	Total:	\$59.62		\$59.62

YANCEY COUNTY TAX ADMINISTRATION

End of Month Breakout

View Posted Payments in Date Range 02/01/2019 to 02/28/2019 for Both

Description	Amount
Vehicle Payments	
County Vehicle Tax Payments 2018	\$558.35
County Vehicle Tax Payments 2017	\$94.93
County Vehicle Tax Payments 2016	\$36.75
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	\$18.30
County Vehicle Total Payments	\$708.33
Burnsville VFD Vehicle Tax	\$1.29
South Toe VFD Vehicle Tax	\$11.80
Newdale VFD Vehicle Tax	\$11.75
West Yancey VFD Vehicle Tax	\$8.21
Egypt/Ramseytown VFD Vehicle Tax	\$8.83
Clearmont VFD Vehicle Tax	\$18.68
Double Island VFD Vehicle Tax	
Pensacola VFD Vehicle Tax	\$1.58
VFD Vehicle Interest	\$1.76
VFD Vehicle Total Payments	\$63.90
Town of Burnsville Vehicle Tax	
Town of Burnsville Vehicle Interest	
Town of Burnsville Vehicle Total Payment	
State Vehicle Interest	\$5.97
Vehicle Total Payments	\$778.20
Vehicle BankCard Amount	\$59.62
Vehicle BankCard Fee	

03/01/2019

PENSACOLA FIRE DISTRICT Vehicle Tax				\$321.50
	\$99.75	\$144.05	\$77.70	
PRICES CREEK FIRE DISTRICT Vehicle Tax				\$323.04
	\$80.42	\$66.91	\$175.71	
County Vehicle Interest				\$2,193.82
	\$85.40	\$958.28	\$1,150.14	
TOWN OF BURNSVILLE Vehicle Interest				\$19.76
	\$1.25	\$10.77	\$7.74	
BURNSVILLE FIRE DISTRICT Vehicle Interes				\$66.07
	\$1.75	\$49.31	\$15.01	
CANE RIVER FIRE DISTRICT Vehicle Interes				\$6.96
	\$0.95	\$4.36	\$1.65	
EGYPT FIRE DISTRICT Vehicle Interest				\$1.42
	\$0.25	\$1.16	\$0.01	
RAMSEYTOWN FIRE DISTRICT Vehicle Interes				\$0.59
	\$0.03	\$0.02	\$0.54	
GREEN MOUNTAIN FIRE DISTRICT Vehicle Int				\$4.60
	\$0.69	\$2.77	\$1.14	
JACKS CREEK FIRE DISTRICT Vehicle Intere				\$18.33
	\$0.40	\$7.67	\$10.26	
BRUSH CREEK FIRE DISTRICT Vehicle Intere				\$1.30
	\$0.13	\$1.17		
CRABTREE FIRE DISTRICT Vehicle Interest				\$18.21
	\$1.43	\$8.72	\$8.06	
SOUTH TOE FIRE DISTRICT Vehicle Interest				\$12.75
	\$0.62	\$5.30	\$6.83	
PENSACOLA FIRE DISTRICT Vehicle Interest				\$23.59
	\$0.46	\$8.06	\$15.07	
PRICES CREEK FIRE DISTRICT Vehicle Inter				\$44.33
	\$0.97	\$6.52	\$36.84	
DMV Vehicle Interest				\$490.96
	\$40.58	\$265.79	\$184.59	

Totals

\$13,397.25

\$21,642.21

\$7,587.58

\$42,627.04

Billed to Date

% Collected

County Vehicle Tax 2018

\$16,507.98

28.68%

03/01/2019

Posting Report

02-01-2019 to 02-28-2019

03-01-2019
8:01 AM

I. Tax Collections + Releases

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
2008	\$20.25	\$0.00	\$0.00	\$0.00	\$2.25	\$0.00	\$0.00	\$0.00	\$0.00	\$22.50
2009	\$20.25	\$0.00	\$0.00	\$0.00	\$2.25	\$0.00	\$0.00	\$0.00	\$0.00	\$22.50
2010	\$20.25	\$0.00	\$0.00	\$0.00	\$2.25	\$0.00	\$0.00	\$0.00	\$0.00	\$22.50
2011	\$20.25	\$0.00	\$0.00	\$0.00	\$2.25	\$0.00	\$0.00	\$0.00	\$0.00	\$22.50
2012	\$16.38	\$0.00	\$0.00	\$0.00	\$1.82	\$0.00	\$0.00	\$0.00	\$0.00	\$18.20
2013	\$28.60	\$0.00	\$0.00	\$1.21	\$1.66	\$0.00	\$0.00	\$0.00	\$0.00	\$31.47
2014	\$334.94	\$187.71	\$0.00	\$0.50	\$1.51	\$0.00	\$0.00	\$0.00	\$0.00	\$524.66
2015	\$324.48	\$0.00	\$4.76	\$0.50	\$1.37	\$0.00	\$0.00	\$0.00	\$0.00	\$331.11
2016	\$1,733.67	\$37.13	\$0.00	\$14.60	\$43.87	\$0.00	\$0.00	\$0.00	\$0.00	\$1,829.27
2017	\$6,954.54	\$354.55	\$22.64	\$14.60	\$86.68	\$0.00	\$197.43	\$57.92	\$0.00	\$7,688.36
2018	\$159,683.78	\$3,018.28	\$2,688.28	\$712.97	\$1,192.75	\$826.42	\$2,654.01	\$2,016.53	\$918.45	\$173,711.47
TOTAL	\$169,157.39	\$3,597.67	\$2,715.68	\$744.38	\$1,338.66	\$826.42	\$2,851.44	\$2,074.45	\$918.45	\$184,224.54

II. Releases

	Current Year	Prior Year	TOTAL
General Fund	\$66.73	\$34.05	\$100.78
Burnsville	\$0.00	\$0.00	\$0.00
West Yancey	\$4.00	\$0.00	\$4.00
Egypt/Ramseytown	\$0.50	\$3.21	\$3.71
Clearmont	\$0.00	\$0.00	\$0.00

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	\$71.23	\$37.26	\$108.49

III. Net Tax Collections

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
TOTAL	\$169,056.61	\$3,597.67	\$2,711.68	\$740.67	\$1,338.66	\$826.42	\$2,851.44	\$2,074.45	\$918.45	\$184,116.05

Transaction Type Report

02-01-2019 to 02-28-2019

Year	General	Fire	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Total
2008	\$20.25	\$2.25	\$0.00	\$0.00	\$0.00	\$22.50	\$21.02	\$0.00	\$0.00	\$43.52
2009	\$20.25	\$2.25	\$0.00	\$0.00	\$0.00	\$22.50	\$18.98	\$0.00	\$0.00	\$41.48
2010	\$20.25	\$2.25	\$0.00	\$0.00	\$0.00	\$22.50	\$16.94	\$0.00	\$0.00	\$39.44
2011	\$20.25	\$2.25	\$0.00	\$0.00	\$0.00	\$22.50	\$14.90	\$0.00	\$0.00	\$37.40
2012	\$16.38	\$1.82	\$1.82	\$0.00	\$0.00	\$20.02	\$11.35	\$0.00	\$0.00	\$31.37
2013	\$16.55	\$1.66	\$0.00	\$0.00	\$0.00	\$18.21	\$8.90	\$0.00	\$0.00	\$27.11
2014	\$329.94	\$189.22	\$1.66	\$0.00	\$0.00	\$520.82	\$24.53	\$0.00	\$0.00	\$545.35
2015	\$319.48	\$6.13	\$1.51	\$0.00	\$0.00	\$327.12	\$84.01	\$4.00	\$0.00	\$415.13
2016	\$1,727.67	\$95.10	\$1.78	\$0.00	\$0.00	\$1,824.55	\$316.85	\$16.00	\$0.00	\$2,157.40
2017	\$6,948.54	\$733.32	\$24.29	\$0.00	\$0.00	\$7,706.15	\$899.14	\$72.00	\$0.00	\$8,677.29
2018	\$159,617.05	\$14,023.19	\$89.05	\$0.00	\$0.00	\$173,729.29	\$5,561.68	\$0.00	\$0.00	\$179,290.97
TOTAL	\$169,056.61	\$15,059.44	\$120.11	\$0.00	\$0.00	\$184,236.16	\$6,978.30	\$92.00	\$0.00	\$191,306.46

Adjustment / Release Report

02-01-2019 to 02-28-2019

Year	General	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Fire	Amount Due	County Net
2013	\$12.05	\$0.00	\$0.00	\$0.00	\$12.05	\$6.37	\$0.00	\$0.00	\$1.21	\$19.63	\$18.42
2014	\$5.00	\$0.55	\$0.00	\$0.00	\$5.55	\$2.57	\$0.00	\$0.00	\$0.50	\$8.62	\$8.12
2015	\$5.00	\$0.55	\$0.00	\$0.00	\$5.55	\$1.97	\$0.00	\$0.00	\$0.50	\$8.02	\$7.52
2016	\$6.00	\$0.65	\$0.00	\$0.00	\$6.65	\$1.39	\$0.00	\$-203.37	\$0.50	\$-194.83	\$-195.33
2017	\$6.00	\$0.65	\$0.00	\$0.00	\$6.65	\$0.79	\$0.00	\$0.00	\$0.50	\$7.94	\$7.44
2018	\$66.73	\$7.05	\$0.00	\$0.00	\$73.78	\$23.69	\$0.00	\$0.00	\$4.50	\$101.97	\$97.47
TOTAL	\$100.78	\$9.45	\$0.00	\$0.00	\$110.23	\$36.78	\$0.00	\$-203.37	\$7.71	\$-48.65	\$-56.36

Collections Receipts Report

02-01-2019 to 02-28-2019

Total general tax	\$169,056.61
Total fire tax	\$15,059.44
Total penalty	\$120.11
Total Waste Fees	\$0.00
Total Additional Fees	\$0.00
<hr/>	
Total principal	\$184,236.16
Total interest	\$6,978.30
Total cost of advertising	\$92.00
Total legal	\$0.00
Total check overpayments	\$0.00
Total Prepaid Payments	\$2,138.11
Total Prepaid Applied	\$0.00
<hr/>	
Total misc	\$9,208.41
<hr/>	
Grand total receipts	\$193,444.57

District Payment Report

02-01-2019 to 02-28-2019

Year	District Code	District Name	Amount
2008	005	GREEN MOUNTAIN FIRE DISTRICT	\$2.25
2009	005	GREEN MOUNTAIN FIRE DISTRICT	\$2.25
2010	005	GREEN MOUNTAIN FIRE DISTRICT	\$2.25
2011	005	GREEN MOUNTAIN FIRE DISTRICT	\$2.25
2012	005	GREEN MOUNTAIN FIRE DISTRICT	\$1.82
2013	005	GREEN MOUNTAIN FIRE DISTRICT	\$1.66
2014	001	BURNSVILLE FIRE DISTRICT	\$187.71
2014	005	GREEN MOUNTAIN FIRE DISTRICT	\$1.51
2015	005	GREEN MOUNTAIN FIRE DISTRICT	\$1.37
2015	011	PRICES CREEK FIRE DISTRICT	\$4.76
2016	001	BURNSVILLE FIRE DISTRICT	\$37.13
2016	004	RAMSEYTOWN FIRE DISTRICT	\$14.10
2016	005	GREEN MOUNTAIN FIRE DISTRICT	\$1.37
2016	006	JACKS CREEK FIRE DISTRICT	\$42.50
2017	001	BURNSVILLE FIRE DISTRICT	\$354.55
2017	002	CANE RIVER FIRE DISTRICT	\$15.96
2017	004	RAMSEYTOWN FIRE DISTRICT	\$14.10
2017	005	GREEN MOUNTAIN FIRE DISTRICT	\$1.25
2017	006	JACKS CREEK FIRE DISTRICT	\$85.43
2017	008	CRABTREE FIRE DISTRICT	\$197.43
2017	009	SOUTH TOE FIRE DISTRICT	\$57.92
2017	011	PRICES CREEK FIRE DISTRICT	\$6.68
2018	001	BURNSVILLE FIRE DISTRICT	\$3,018.28
2018	002	CANE RIVER FIRE DISTRICT	\$1,308.76
2018	003	EGYPT FIRE DISTRICT	\$411.65
2018	004	RAMSEYTOWN FIRE DISTRICT	\$300.82
2018	005	GREEN MOUNTAIN FIRE DISTRICT	\$487.58
2018	006	JACKS CREEK FIRE DISTRICT	\$705.17
2018	007	BRUSH CREEK FIRE DISTRICT	\$826.42
2018	008	CRABTREE FIRE DISTRICT	\$2,654.01
2018	009	SOUTH TOE FIRE DISTRICT	\$2,016.53
2018	010	PENSACOLA FIRE DISTRICT	\$918.45
2018	011	PRICES CREEK FIRE DISTRICT	\$1,375.52
TOTAL			\$15,059.44

Detailed District Payment Report

02-01-2019 to 02-28-2019

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

Outstanding Balances Report

As of 02-28-2019

Year	Amount	County	District	Interest	Advertising	Penalties	Waste	Additional Fees
2008	\$14,138.30	\$6,591.31	\$588.99	\$6,754.88	\$56.00	\$147.12	\$0.00	\$0.00
2009	\$13,169.07	\$6,791.07	\$520.04	\$5,785.96	\$72.00	\$0.00	\$0.00	\$0.00
2010	\$15,554.54	\$8,490.82	\$826.80	\$6,140.92	\$96.00	\$0.00	\$0.00	\$0.00
2011	\$22,584.21	\$12,343.51	\$1,223.87	\$8,886.98	\$112.00	\$17.85	\$0.00	\$0.00
2012	\$26,791.46	\$14,812.15	\$1,677.08	\$9,879.00	\$144.00	\$279.25	\$0.00	\$0.00
2013	\$24,852.48	\$15,216.59	\$1,388.51	\$7,993.38	\$252.00	\$0.00	\$0.00	\$0.00
2014	\$38,111.36	\$23,127.77	\$1,825.42	\$9,113.10	\$204.00	\$465.34	\$0.00	\$0.00
2015	\$60,067.91	\$41,702.69	\$3,453.38	\$13,230.13	\$272.00	\$294.91	\$0.00	\$0.00
2016	\$109,096.14	\$71,044.05	\$5,196.88	\$17,188.42	\$584.00	\$422.20	\$4.00	\$0.00
2017	\$158,215.90	\$129,362.13	\$10,716.03	\$15,924.45	\$1,212.00	\$1,001.29	\$0.00	\$0.00
2018	\$1,209,925.14	\$1,078,038.30	\$94,099.99	\$31,600.09	\$0.00	\$6,186.76	\$0.00	\$0.00
Total	\$1,692,506.53	\$1,407,522.39	\$121,516.99	\$132,497.31	\$3,004.00	\$8,814.72	\$4.00	\$0.00

Yancey County Tax Office
 County/District Collection Percentage Report
 As of: 02-28-2019

Run Date: 03-01-2019

2018
 County

Net Levy \$	Collections \$	Collections %
12,656,246.28	11,578,958.87	91.49

Districts

Name	Net Levy \$	Collections \$	Collections %
001 - BURNSVILLE FIRE DISTRICT	193,879.64	180,354.74	93.03
002 - CANE RIVER FIRE DISTRICT	74,136.24	69,752.82	94.09
003 - EGYPT FIRE DISTRICT	78,039.54	71,786.72	91.99
004 - RAMSEYTOWN FIRE DISTRICT	24,452.74	21,226.06	86.81
005 - GREEN MOUNTAIN FIRE DISTRICT	27,299.29	23,594.51	86.43
006 - JACKS CREEK FIRE DISTRICT	66,596.44	60,259.89	90.49
007 - BRUSH CREEK FIRE DISTRICT	39,381.20	36,251.55	92.06
008 - CRABTREE FIRE DISTRICT	174,316.98	156,361.50	89.70
009 - SOUTH TOE FIRE DISTRICT	193,266.47	175,418.26	90.77
010 - PENSACOLA FIRE DISTRICT	95,936.61	90,381.25	94.21
011 - PRICES CREEK FIRE DISTRICT	153,903.73	141,721.59	92.09

District Totals

Net Levy \$	Collections \$	Collections %
1,121,208.88	1,027,108.89	91.61

Attachment H

3-4-2019

Seasonal Campers,

After much consideration, discussion, and research, there has been a decision made to increase seasonal camping rates for the upcoming 2019 season. We all realize that no one likes or probably agrees with an increase, but due to the fact of increased cost and usage of electricity and rising cost in maintenance and janitorial supplies this increase has become a necessary evil.

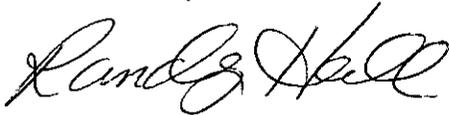
The total amounts due now will as follows : 30 Amp campers \$2000

50 Amp campers \$2125

With the approval of the Yancey County Board of Commissioners, this rate will go into effect immediately. Any one that has already made payments and deposits will show an increased balance due. We are sorry for any inconvenience.

Anyone wanting to make payment or deposit by phone can call the store/office at (828) 675-5104 between 8:00am and 4:00pm Monday through Friday. If there is not an answer, please leave a message and we will return your call (We are probably out in the campground working). Remember that move in date is Saturday, April 6th, 2019 and total balance due is due at check-in day. For any other questions please call or come by.

Thank You for your Business!



Randy Hall

Attachment I

Board of Commissioners

Jeff Whitson, Chair
Mark Ledford, Vice-Chair
Jill Austin
David Grindstaff
Johnny Riddle



110 Town Square
Courthouse, Room 11
Burnsville, NC 28714
828-682-3971
828-682-4301 Fax

Lynn Austin
County Manager

Donny J. Laws
County Attorney

Sonya Morgan
Clerk to the Board

March 18, 2019

Jerry Renfro
Jerry Renfro, Inc.
PO Box 392
Little Switzerland, NC 28749

SENT VIA EMAIL TO:
Renfroinc@gmail.com

Jeff Harding
Harding Landscape & Maintenance, Inc.
251 Rogers Street
Spruce Pine, NC 28777

SENT VIA EMAIL TO:
hardingslandscaping@gmail.com &
darlapharding@gmail.com

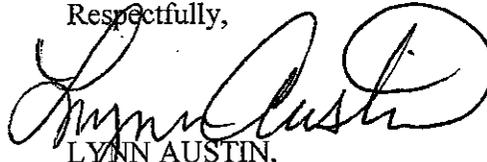
Dear Sirs:

Thank you for your mowing and landscaping services provided to Yancey County during the 2018 mowing season. We have been pleased with your work and look forward to continuing this successful partnership. At this time, the Yancey County Board of Commissioners gives notice to you that the County desires to exercise the option to extend the existing contract for an additional year under the same terms and conditions as the 2018 mowing season.

If you would please send an updated Certificate of Insurance Policy for our files. We look forward to another successful year. Thank you for all your hard work!

If you have any questions, please feel free to contact my office.

Respectfully,


LYNN AUSTIN,
Yancey County Manager

Standard Client Agreement

THIS AGREEMENT entered into this 12th day of March 2019, by and between Headwaters Engineering, PC (hereinafter "**HEADWATERS**") with offices at 9 Elk Mountain Road, Asheville, NC 28804, and Yancey County (hereinafter, "**CLIENT**"), with an address of 10 Town Square, Room 11, Burnsville, NC 28714.

WHEREAS, the **CLIENT** desires **HEADWATERS** to perform certain engineering services associated with a stream and stormwater improvements at Rav Cort Park in Burnsville, NC.

WHEREAS, **HEADWATERS** is in the business of providing engineering and technical services and desires to perform such services for **CLIENT**.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **SCOPE OF WORK.** **HEADWATERS** shall perform such engineering and technical services as are described in the attached Exhibit A including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, "Work").
2. **STANDARD OF CARE.** The standard of care applicable to **HEADWATERS's** services is the degree of skill and diligence normally employed by engineers or providers of technical services performing the same or similar services.
3. **COMPENSATION AND PAYMENT.** **CLIENT** shall compensate **HEADWATERS** for the Work in such manner as described in the attached Exhibit A, including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, the "Payment Terms"). Partial payments for the Work shall be made monthly by the **CLIENT** to **HEADWATERS** based on invoices submitted by **HEADWATERS**. The **CLIENT** shall also pay **HEADWATERS** a late payment charge for any payments not made within thirty (30) days of the date of applicable invoices at the rate of one and one-half percent (1½ %) per month.
4. **ESTIMATES.** Any estimates provided for cost of construction, financing, and acquisition of land and right-of-ways shall be made in accordance with good engineering practice and procedure. It is understood, however, that **HEADWATERS** has no control over construction costs, competitive bidding and market conditions, nor over costs of financing, acquisition of land or rights-of-way, and **HEADWATERS** does not guarantee the accuracy of such cost estimates as compared to actual cost or contractors' bids.
5. **CONSTRUCTION MEANS AND METHODS.** **HEADWATERS** shall not be responsible for construction means, methods, techniques, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for such contractors' failure to perform work in accordance with the contract documents.
6. **COMPLIANCE WITH LAWS.** **HEADWATERS** shall comply with all applicable provisions of the unemployment compensation, sickness and disability, Social Security laws, the Fair Standards Act and all other Federal, State, and local laws or regulations relating to employment.
7. **ASSIGNMENT BY COMPANY.** All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by **CLIENT**, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by **CLIENT**, by operation of law or otherwise, without the express prior written consent of **HEADWATERS** which consent shall not be unreasonably withheld.
8. **ASSIGNMENT BY HEADWATERS.** All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by **HEADWATERS**, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by **HEADWATERS**, by operation of law or otherwise, without the express prior written consent of **CLIENT** which consent shall not be unreasonably withheld.

Standard Client Agreement

9. **INSPECTION OF THE WORK.** HEADWATERS shall grant CLIENT access at all reasonable times to HEADWATERS's facilities where the work under this Agreement is being performed.
10. **CHANGES.** The CLIENT may, at any time prior to the completion of the Work, direct, in writing, any changes to the Work, including but not limited to the revision of the Work's scope, time period, or schedule of performance. HEADWATERS shall perform such changes to the Work as directed by the CLIENT in writing and shall be paid for such Work at rates established by the Agreement, at actual costs plus ___% to cover payroll taxes, insurance and fringe benefits, or as may be otherwise agreed between the CLIENT and HEADWATERS.
11. **SUSPENSION OR TERMINATION.** In the event that the Work is terminated or suspended by the CLIENT prior to its completion, HEADWATERS shall be paid an equitable amount proportional to the services rendered to the date of termination or suspension, plus reasonable profit and termination costs.
12. **DEFAULT.** Should either party breach any provisions of this Agreement the non-breaching party shall have the rights and remedies provided by law or under these terms and conditions.
13. **INDEMNIFICATION.** Except as stated below, HEADWATERS shall indemnify and save harmless the CLIENT from these claims, losses, lawsuits or expenses caused directly by HEADWATERS's sole negligent acts, errors or omissions with performance of HEADWATERS's services hereunder. To the fullest extent permitted by law, with respect to claims, damages, losses and expenses which are related to hazardous waste or asbestos removal, disposal or cleanup or environmental liability, the CLIENT shall indemnify, save harmless and defend HEADWATERS from and against all such claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of HEADWATERS's services, or claims against HEADWATERS arising from work of others.
14. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, the CLIENT agrees to limit HEADWATERS's liability to the CLIENT and to all other contractors or subcontractors on the project for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause or causes including but not limited to HEADWATERS's negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty, such that the total aggregate of liability of HEADWATERS to all those named shall not exceed \$10,000 or the total fee for HEADWATERS's services rendered in the project, whichever is greater.
15. **WAIVER OF CONSEQUENTIAL DAMAGES.** Under no circumstances shall either party be liable to the other party for any consequential damages, including but not limited to loss of use or rental, loss of profit or cost of any financing, however caused, including either party's fault or negligence.
16. **INSURANCE.** Unless otherwise required in this Agreement, the CLIENT and HEADWATERS shall, during the performance of the services as provided herein, maintain insurance of the types and amounts specified, and with insurers satisfactory to the other party as follows:
- (a) **Comprehensive General Liability** including the following:
\$1,000,000 Each Occurrence for bodily injury and property damage
\$1,000,000 Products/ Completed Operations Aggregate
\$1,000,000 General Aggregate over all interests
- (b) **Comprehensive Automobile Liability** including coverage for owned, non-owned and hired vehicles:
\$1,000,000 Bodily Injury
\$1,000,000 Property Damage
17. **INDEPENDENT CONTRACTOR.** HEADWATERS acknowledges that it is furnishing the services contemplated by this Agreement hereto as an independent contractor, and not as an employee or agent of CLIENT or any of its affiliates.

Standard Client Agreement

18. **PUBLIC ANNOUNCEMENTS.** No publicity releases (including news releases and advertising) relating to this Agreement or the services performed hereunder, shall be issued by either party without the prior written approval of the other party.
19. **PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.
20. **HEADINGS.** Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.
21. **GOVERNING LAWS.** The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of North Carolina without regard to its choice of law provisions.
22. **SUPPLEMENTS TO AGREEMENT.** The following Exhibits are an integral part of this Agreement.
Exhibit "A"
Exhibit "B"
23. **ENTIRE AGREEMENT.** This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein, and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be executed and delivered as of the day and year first above written.

WITNESS:

HEADWATERS ENGINEERING, PC

Name:

Title:

WITNESS:

CLIENT

Name:

Title:

Exhibit A – Ray Cort Park

Scope of Work

Task 1: Survey and Site Assessment

Headwaters Engineering, PC (Headwaters) will subcontract with a Professional Land Surveyor to conduct a site survey tied to the NC State Plane coordinate system. The survey will include the following:

- Topography with sufficient point density to define 1-foot contours in the channel and within 30 feet of the top of banks;
- Topography and edges of pavement within the parking lot;
- Visible and marked utilities, including power poles, manholes, catch basins and pipe inverts where feasible and pipe directions where not;
- Fences, building corners, mature trees, bedrock outcrops, and other site features that could affect design and construction.

Headwaters' field work will also include an assessment of stream stability and sediment transport. We will collect and analyze sediment samples as appropriate to support an evaluation of bedload transport.

Task 2: Design

Data and results from Task 1 will inform the design process. Task 2 will include the following:

- Obtaining the hydraulic model for Mitchell Branch and using this model to help develop a range of design discharges;
- Designing typical riffle and pool sections;
- Establishing proposed alignment and profile shifts, where appropriate;
- Defining preliminary grading limits for bank sloping and floodplain benches given existing buildings and park features;
- Locating bioengineering practices and in-stream structures to address stability issues;
- Coordinating design efforts with a park master planning effort;
- Developing a rain garden retrofit design for the parking lot, using existing grass islands and stormwater infrastructure; and
- Developing preliminary construction cost estimates based on average costs for similar sites.

Headwaters will present preliminary designs on half size plan sheets overlain on topographic base maps or aerial photographs. These preliminary plans will include plan and profile sheets showing existing and proposed stream and rain garden features, typical section sheets showing existing and proposed channel dimensions and bank treatments, and details for erosion control measures, in-stream structures and other relevant project elements. The preliminary drawings will also reflect proposed riparian buffer limits.

Headwaters will meet one time on-site with County staff and participating stakeholders to discuss preliminary plans and receive feedback. Headwaters will incorporate feedback gathered during this meeting into final design.

Final designs will be presented in a set of construction documents to be used for bidding. The construction documents will include the following:

- Plan and profile sheets showing:
 - Existing topography, stormwater infrastructure, mature trees, buildings, fences and other site features relevant to design and construction;
 - Proposed stream grading limits, in-stream structures, bioengineering and re-alignment;
 - Proposed rain garden retrofit and adjustments to the parking lot;
- Details for:
 - In-stream structures;
 - Rain garden features;
 - Bioengineering practices;
 - Erosion control measures and practices;
 - Planting, live staking and seeding details and species lists; and
 - Typical riffle and pool sections.
- Construction quantities, a bid item list and engineer's estimate of construction costs.

The design task deliverables will include a brief memo summarizing all comments and responses, up to 10 sets of half size plans, and digital (.pdf and .dwg) versions of the plans.

Task 3: Permitting

404/401

A Section 404 permit from the US Army Corps of Engineers and a Section 401 Water Quality Certification from the NC Division of Water Resources will need to be obtained. Headwaters will prepare a Pre-Construction Notification (PCN) outlining the proposed work.

Information that will need to accompany the PCN includes:

- Preliminary design plans;
- Agent authorization forms from Yancey County;
- Photographs and data documenting existing conditions; and
- Calculations supporting the proposed design measures.

Headwaters will share the PCN submittal with the US Fish and Wildlife Service and the NC Wildlife Resources Commission, both of which typically comment on stream related projects in Western North Carolina. Headwaters' estimated fee includes payment of the \$570 DWR review fee.

Floodplain Development

The site is located within a special flood hazard area and proposed work will require floodplain development permitting. Given the highly developed nature of the site, we do not anticipate that a Conditional Letters of Map Revision (CLOMR) will be an acceptable outcome as any proposed base flood elevation increases that appear to affect existing structures would be rejected, in accordance with FEMA guidance.

Headwaters will use the effective hydraulic model as the starting point for our study and will update this model using survey data collected during Task 1. The updated model will represent existing conditions and will be the basis of comparison with a proposed conditions model that will reflect proposed stream channel grading and changes in the floodplain. Headwaters will use the proposed conditions model to evaluate potential flood mitigation measures that may be required in order to achieve “no-rise” results. Such measures may include removal of existing chain link fences in the floodplain.

Trout Buffer Waiver

Mitchell Branch is classified as Class C, Tr water. The supplemental Tr classification indicates the stream supports trout propagation and survival of stocked trout on a year-round basis. Because work will take place within the 25-foot trout buffers, Headwaters will need to obtain a waiver from the NC DEQ, Land Quality section in order to allow temporary disturbance within these buffers. The waiver request consists of a set of plans and a narrative describing erosion and sediment control practices and the construction sequence.

Conceptual project layout indicates approximately ½ acre of land disturbance, which is less than the 1-acre threshold that would necessitate an erosion control permit.

Task 4: Construction Phase Services

Headwaters will provide the following construction phase services:

- Convening a pre-bid meeting with a group of experienced stream restoration and stormwater BMP contractors;
- Reviewing bids and assisting with bid award;
- Part-time field observation to check conformance with the design intent (assumed four half-day visits);
- Review of pay applications;
- Photographic and written documentation of construction activities; and
- Preparation of as-built redline plans.

Our scope does not include construction stakeout or materials testing, both of which will be included in the construction documents as tasks to be performed by the contractor.

Schedule and Fee

The proposed schedule and fee for each task are presented in the following table.

Task	Fee	Estimated Completion Time from NTP
1 – Survey	\$4,000	3 weeks
2 – Design	\$13,000	7 weeks
3 – Permitting	\$7,500	12 weeks
4 – Construction Observation	\$4,000	18 weeks
Total	\$28,500	